

SHADOW BROOK VILLAGE CONDOMINIUM ASSOCIATION, INC.

REVISED AND RESTATED RULES AND REGULATIONS 2/19/21

WHEREAS, Section 3.11 of the Shadow Brooke Village Condominium Association Declaration provides, “Rules and regulations may be made and amended from time to time by the Board,”

NOW, THEREFORE, BE IT RESOLVED THAT said rules and regulations are hereby revised and restated by the Board of Directors of the Association as follows:

1.1 APPLICABILITY

All Unit Owners, Tenants, Residents, and their families, visitors, guests, servants, employees, lessees, invitees, successors and assigns, shall comply with these Revised and Restated Rules and Regulations (hereinafter “Rules”) regarding the operation, use and occupancy of any and all Units and the Common Elements and Limited Common Elements. A copy of these Rules shall be mailed to each Unit Owner. These Rules are intended to replace all previously existing rules and regulations of the Association.

1.2 DEFINITIONS

The following terms shall have the meanings set forth below:

- (a) “Association” means Shadow Brooke Village Condominium Association, Inc., a Georgia non-profit corporation.
- (b) “Board” means the Board of Directors established by the Declaration and By-laws of the Association.
- (c) “Buildings” means the buildings and related structures included in the Association’s Property, as more particularly described in the Declaration.
- (d) “Balcony” means the elevator landing between the two adjacent units on the same floor.
- (e) “Bylaws” means the Bylaws of the Association from time to time in effect.
- (f) “Child” or “Children” mean and refer to persons under the age of 18 years.
- (g) “Condominium Documents” means the Declaration, the Articles, the Bylaws, and these Rules, as they may be amended from time to time.
- (h) “Declaration” means the Declaration of Shadow Brook Village Condominium Condominiums dated October 9, 2002, and all amendments thereof, now or hereafter in force.
- (i) “Guest” means a person who visits for no more than thirty days, unless a longer visit is approved in writing by the Manager or the Board.
- (j) “Manager” means the property manager appointed by the Board to manage the Association and the Property.
- (k) “Property” means the land submitted to the Condominium, the Buildings, and all improvements, easements, rights, privileges and appurtenances, all as more particularly described in the Declaration.
- (l) “Resident” means any person lawfully residing in a Unit in accordance with the Condominium Documents and these Rules.

- (m) "Tenant" means the party or parties designated as such in a written lease of any Unit filed with the Association as required by Section 2.11.1 of these Rules.
- (n) "Unit Owner" means the person or persons identified in the deed conveying any particular Unit and as otherwise defined in the Declaration.

1.3 INTERPRETATION

Capitalized terms not defined herein shall have the meanings provided in the Condominium Documents. In the event of a conflict between any term or provision of these Rules and the terms and provisions of the Condominium Documents, the terms and provisions of the Condominium Documents shall have precedence. The invalidity of any term or provision of these Rules shall not impair or affect in any manner the validity, enforceability or effect or any other terms or provisions hereof. Each remedy set forth in these Rules shall be in addition to all other remedies available at law or in equity, and all such remedies, whether or not set forth in these Rules shall be cumulative and not exclusive.

2.1 OCCUPANCY AND USE

2.1.1 No Unit shall be used other than for single family residential purposes of the Unit Owner and any Tenant.

2.1.2 No Unit Owner or Tenant shall impair, or suffer any employee, guest or invitee to impair any easement or other property right in the Property.

2.1.3 Nothing shall be done or kept in any Unit which will increase the rate of insurance for the Property or any part thereof.

2.1.4 No Unit Owner or Tenant shall permit anything to be done or kept in a Unit which will result in the cancellation of insurance on the Property or any part thereof or which would be in violation of any law, regulation or administrative ruling.

2.1.5 No Unit shall be used so as to create a nuisance or an unreasonable interference with the peaceful possession and occupation or proper use of any other Unit or the Common Elements or Limited Common Elements.

2.1.6 No Unit Owner or Tenant shall carry on, or permit to be carried on, any practice which unreasonably interferes with the quiet enjoyment and proper use of another Unit or the Common Elements, or the Limited Common Elements, or which creates or results in a hazard or nuisance on the Property.

2.1.7. Each Unit shall have an operable fire extinguisher at all times.

2.1.8 No group tour or exhibition of any Unit or its contents shall be conducted, nor shall any auction be held in any Unit, without the prior written consent of the Board or Manager.

2.1.9 Except for occasional temporary Guests, no Unit shall be occupied by more than one family, with a maximum of four individuals in such family, not counting Children, without the written consent of the Board.

2.1.10 No garage, yard, or similar type of sale shall be allowed in any of the Buildings or on any Common Elements or Limited Common Elements. No for sale signs may be displayed on any motor vehicle parked in or on the Common Elements.

2.1.11 There shall be no smoking in the Common Elements or Limited Common Elements with the exception of the balconies and screened porches. Under no circumstance shall cigarette ash or refuse be allowed to blow or drop onto any other Unit, Limited Common Element or Common Element.

2.1.12 Guests and service personnel are permitted in any of the Buildings only if accompanied by a Unit Owner or Tenant or with the authorization of a Unit Owner or Tenant.

2.2 REPAIRS AND MAINTENANCE

2.2.1 The Unit Owner and Tenant, if any, shall be responsible for maintaining such Unit and its equipment, appliances and appurtenances in good order, condition and repair and in clean and sanitary condition.

2.2.2 Each Unit Owner or Tenant shall not leave water running needlessly and shall promptly repair any existing water leaks or drips. shall maintain electric and air-conditioning service in the Unit at all times when electricity is being provided to the building; and shall replace faulty, weakened, failing or inadequate zone valves, thermostats, transformers, weather-stripping and heat and air-conditioning wiring. If a Unit is to be left unoccupied for more than thirty (30) days, the water must be turned off outside the Unit. Drier vents must be cleared at least annually. The washer and drier must be turned off before leaving the Unit vacant for any period of time. In the event a water leak in the Unit causes damage to other units in any of the Buildings, the Unit Owner and Tenant, if any, shall cause such damage to be repaired at the joint expense of the Unit Owner and Tenant, if any, of the unit where the leak originated.

2.2.3 Each Unit Owner and Tenant, if any, shall promptly report to the Board or the Manager any defect or need for repairs for which the Association is responsible.

2.3 ALTERATIONS AND IMPROVEMENTS

2.3.1 No Unit Owner or Tenant shall paint or otherwise change the exterior appearance of the Unit (including, but not limited to, the exterior surfaces of doors) or any other portion of the Property without the prior written approval of the Board or Manager.

2.3.2 No awnings shall be used in or about the Buildings.

2.3.3 No radio or television aerial or satellite dish shall be attached to any screened in porch or hung from the exterior of any Building, unless approved in writing by the Board.

2.3.4 All windows shall have white window treatments that consist of white wooden or faux 2” Venetian blinds or white plantation shutters.

2.3.5 Except as otherwise specifically provided in the Condominium Documents, no Unit Owner or Tenant may make any improvements or alterations or do any work whatsoever which would impair the structural integrity or mechanical systems of any of the Buildings, lessen the support of any portion of the Property, or jeopardize the soundness or safety of the Property.

2.3.6 Each Unit Owner shall be responsible for all costs incurred by the Association for the cleanup in and of Common Elements or Limited Common Elements caused by any Resident of such Unit or necessitated by the renovation work conducted in the Unit, including, without limitation, the removal of any wall, ceiling or floor elements.

2.4 BALCONIES AND SCREENED PORCHES

2.4.1 No carpet or other flooring will be permitted on any balcony. A carpet may be permitted on the deck of the screened porch of a Unit if it does not cover the drain or hold water. Any damage or wear to the deck membrane of a screened porch will be the financial responsibility of the Unit Owner.

2.4.2 There shall be no cooking on the balconies, or on the screened in porches, except that electric grills may be used on the screened in porches. The use of gas or charcoal grills on balconies or screened-in porches is prohibited, as they are a fire hazard and in violation of Glynn County Fire Department restrictions. Screened-in porches, including the screens, are Limited Common Elements and are the responsibility of the Unit Owner and Tenants.

2.4.3 Nothing shall be thrown or allowed to fall from the balconies or screened porches. Care will be used in cleaning screened porches, and any furniture and equipment on them, so that water, dirt, etc. does not spill over the edge of the porch.

2.4.4 There shall be no drying of household items, laundry and the like outdoors or on the balconies or on screened porches or in public view

2.4.5 No radio/TV aerial or antenna, or satellite dish may be attached to or installed within any screened in porch.

2.5 COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

2.5.1 Nothing shall be altered, constructed, placed in or removed from the Common Elements, except upon the prior written permission of the Board; provided that chairs, small side tables, small plants and other accessories may be placed on the sidewalks and immediately adjoining areas, so long as they do not obstruct any stairways, hallways, garages, storage areas or other Common Elements, and provided further that any such items, decorations and patriotic flags or buntings may be placed on a balcony with the consent of both adjoining Unit Owners and Tenant, if any. The Board reserves the right to terminate any such use of the Common Areas immediately upon notice to the Building’s Unit Owners and Tenants, if any.

2.5.2 The hallways and stairways shall not be used for any purpose other than ingress to and egress from Units, their garages and storage areas.

2.5.3 No bicycles, tricycles, scooters, wagons, or similar vehicles shall be left or allowed to remain in or on any Common Elements, including, without limitation, any balconies, stairwells, hallways or driveways.

2.5.5 No signs, communications or writings of any character shall be erected, posted or displayed upon, in, from or about any Common Element or Limited Common Element, without the prior written approval of the Manager or the Board.

2.5.6 Nothing shall be done or kept in any Common Element or Limited Common Element which would, in the Board's exclusive judgment, increase the rate of insurance on the Property or any part thereof. No Unit Owner or Tenant shall permit anything to be done or kept in or on the Common Elements or Limited Common Elements which would result in cancellation of insurance on any of the Buildings or any other part thereof, or which would be in violation of any law.

2.5.7 The activities of Children in the Common Elements or Limited Common Elements shall be under the control of a responsible adult at all times. Children shall not play in any streets, roads or parking areas of the Property.

2.5.8 Common Elements and Limited Common Elements shall be used only for the purposes for which they were designed. No person shall commit waste on the Common Elements or the Limited Common Elements, or interfere with their proper use by others, or permit any nuisances, vandalism or damage on or to the Common Elements or Limited Common Elements.

2.6 WASTE

2.6.1 No Unit Owner or Tenant shall sweep or throw, or permit to be swept or thrown, from any Unit any dirt, debris or other substance. No one shall throw stones or objects into any lagoon or pond on the Property.

2.6.2 Garbage shall not be placed outside units, except in dumpsters placed at central collection points. Garbage must be put into plastic bags and sealed before putting them in the dumpster. Absolutely no household appliances or other large objects, such as mattresses or Christmas trees are to be placed in or around the dumpster. No one shall attempt to dispose of any item, such as mattresses or box springs outside a dumpster, such as by leaning them against any dumpster or fence. Trash bags may not be thrown or left anywhere on the ground, such as behind or near a dumpster. If a dumpster is full or if there are items left around the dumpster, please contact the Manager.

2.6.3 Water closets, bathrooms, and other water apparatus in any of the Buildings shall be used only for the purposes for which they were constructed, and no sweepings, rubbish, rags or other articles shall be thrown into such facilities. The Unit Owner and Tenant, if any, of a Unit in

which any such violation occurs shall be jointly liable for the cost of repairing any damage resulting from the misuse of any such facilities.

2.7 NOISE

2.7.1 No Unit Owner or Tenant or any Guest of any Unit Owner or Tenant shall make or permit noises in the Buildings or on the Property which interferes with the rights, comfort, quiet enjoyment or convenience of any other Resident or their guests.

2.7.2 Except for emergencies in which there is a legitimate danger to persons or property, no construction, repair work, installation, service, or deliveries involving noise that is audible anywhere outside the Unit where it takes place shall be conducted in any Unit on Sunday or any legal holiday. All such work shall be limited to weekdays (not including legal holidays) between the hours of 8:00 a.m. and 5:00 p.m. Any deviations from these hours must be approved in advance by the Manager and, if so approved, may be revoked by the Board or the Manager at any time.

2.7.3 Contractor Quiet Hours: Contractors/vendors may be allowed in the Buildings at times other than 8:00 a.m. to 5:00 p.m. weekdays for quiet work such as measuring, painting, estimating, and the like, as long as the peaceful enjoyment of the other Residents is not compromised.

2.8 ANIMALS/PETS

2.8.1 Maintenance, keeping, boarding and/or raising of animals, laboratory animals, livestock, poultry or reptiles of any kind, regardless of number, is prohibited within any Unit or upon the Common Elements. No more than two dogs and two cats ("Pet") may be kept by a Unit Owner or Tenant in any Unit; provided, however, that the right to any such Pet may be revoked by the Manager or the Board upon a determination that the Pet has been the cause or instrument of any one or more violations of these Rules or any provision of the Condominium Documents. Upon revocation of the right to any such Pet, the Manager or Board may cause the Pet to be removed and/or impose such additional sanctions as may be authorized by these Rules. In any event, the Unit Owner and Tenant, if any, are jointly responsible for any violations and for payment of fines.

2.8.3 Unit Owners, Tenants, and handlers must immediately pick up, bag, and deposit in a dumpster all Pet waste, and are jointly responsible for their guests' compliance with this Rule, and for any damage caused by their Pet to the Common Elements or the property of others.

2.8.4 No Pet shall be fed outside or on any part of the Property.

2.9 STORAGE

2.9.1 Nothing stored a Unit's designated parking garage or designated storage room shall create a nuisance or an environmental or health hazard, nor shall it leak any liquids or give off noxious

odors, and provided, further, that any such items so stored shall be at the risk of the person storing them. No fuels or motor oil shall be stored in any parking garage or storage room.

2.9.2 No flammable, combustible, explosive or highly toxic solid, fluid, or gaseous chemical or substance shall be kept in any Unit or any Common Element or Limited Common Element, except that normal household items may be kept in the Unit for household use.

2.10 MOTOR VEHICLES

2.10.1 No vehicle belonging to a Unit Owner or Tenant or, with their permission, any guest or invitee, shall be parked or left unattended in such a manner as to impede or impair access to any entrance or Limited Common Element or Common Element by another vehicle. Parking in driveways or so as to block or impede access to or from any garage is strictly prohibited, except for brief loading and unloading. Violators may be towed at the owner's expense without notice.

2.10.2 No parking of boats, boat trailers, recreational vehicles, commercial vehicles, or hauling or storage trailers is allowed on the Property. Each Unit has one parking space in its designated garage; only one other motor vehicle for each Unit may be parked in an outdoor parking space on the Property, either within the designated lines adjacent to the road or on any designated parking area covered by crushed gravel; provided, however, that such motor vehicle must have (i) a current registration or current tags, (ii) insurance coverage, and (iii) it must be operable on a public street or way. No vehicles may be parked in or on grassed or landscaped areas, except for the aforesaid designated crushed gravel designated parking areas. Overflow parking is in the circle outside the gate.

2.10.4 No Unit Owner or Tenant shall store or leave trailers or vehicles not in regular use. Moving or service vehicles are only allowed on the Property temporarily for the bona fide purpose of servicing a unit or units or for moving personal property into or out of a unit.

2.10.5 All parking areas and other Common Elements shall at all times be kept free of unreasonable accumulations of debris or rubbish of any kind.

2.10.6 Any motor vehicle that is found parked in any parking space or Common Element in violation of these Rules may be towed at the owner's expense after reasonable notice to its owner or person last in possession. Notice may be by any means, such as telephone, fax, email, U.S. Post Office or personal contact; the offending vehicle may be towed at the owner's expense forty-eight hours after actual notice. If actual notice cannot be reasonably made, the vehicle may be towed seven days after written notice is posted on such vehicle.

2.11 LEASING AND RENTALS

2.11.1 No Unit shall be rented for a period of less than thirty (30) days, and any such rental shall be by written lease, a copy of which shall be promptly submitted to the Manager. The Board may, in its discretion, grant exceptions to this rule upon (i) receipt of satisfactory proof that a binding contractual commitment for a rental of a Unit for less than thirty days was entered into before the effective date of this Rule, or (ii) application by a Unit Owner requesting a bona fide hardship

waiver and written approval by the Board. Any exceptions granted shall be subject to all applicable Condominium Documents and these Rules.

2.11.2 No Unit Owner shall lease or rent a Unit other than on a written lease requiring the lessee to comply with the Condominium Documents and these Rules. The lease agreement shall be required to provide that any failure by the lessee to comply with the terms of such documents shall be a default under the lease. Each Unit Owner shall, promptly, following the execution of any lease of a Unit, notify the Manager in writing of the name of the Tenant(s) and all occupants (other than temporary guests), the term of the lease, and any options in the lease to renew, extend or purchase.

2.12 ACCESS

2.12.1 The Board, the Manager, and their officers, agents and employees, shall have a right of access to each Unit as may be necessary to inspect, maintain, and/or repair any Unit, the Common Elements and/or the Limited Common Elements: or to prevent, remediate or mitigate water and other damage to any of them, or to inspect for conditions that have the potential to cause damage to the Unit, other Units, the Common Elements or the Limited Common Elements (including without limitation, unattended running water; water leaks or drips; window air conditioners in place; uncovered through-the-wall air conditioners; disconnected electric service; faulty, weakened, failing or inadequate zone valves, thermostats, transformers, weather-stripping or heat wiring; to correct any such condition at the Unit Owner's expense to the extent permitted by the Declaration; to make repairs to any Unit, the Common Elements or the Limited Common Elements if such repairs are reasonably necessary for safety or to prevent damage to any other Unit or Units, the Common Elements or the Limited Common Elements, or to abate any violation of the terms and provisions of the Condominium Documents or these Rules, or any law, orders, rules or regulations of any governmental authorities having jurisdiction. In case of an emergency, such right of entry shall be immediate whether or not the Unit Owner or Tenant is present at the time.

2.12.2 The Unit Owner or Tenant of each Unit shall provide the Manager with a key to such Unit which will allow for any authorized entry into such Unit in the absence of the Unit Owner or Tenant.

2.12.3 No Unit Owner or Tenant shall alter any lock or install a new lock on any door of any Unit without immediately providing the manager or its agent with a key. All new locks must be on the Association's master key program.

2.12.4 Nothing contained in this Section 2.12 shall in any way require or obligate the Board or its officers, agents or employees to enter any Unit to inspect for or address conditions that have the potential to cause damage to the Unit or other Units, or to prevent, remediate or mitigate damage to the Unit or other Units, or to make repairs to or in any Unit; and neither the Board or Manager, their officers, agents, and employees shall have any liability to a Unit Owner or Tenant or other person for failing to inspect or address any damage-causing condition in a Unit, Common Area, or Limited Common Area accessible from a Unit.

3. POOL RULES

3.1 When open, the pool is for the exclusive use of Unit Owners, Tenants, their families and accompanied guests. Do not enter without a pool key, as you must have a key to exit the pool. All those age 18 and older who wish to use the pool must have first signed a waiver to be kept on file with the pool attendant on a form approved by the Board, including the user's name, unit, and names of those for whom the user is responsible. Before entry to the pool, you must shower and wash hands for thirty seconds with disinfectant.

3.2 No groups larger than six per unit are allowed in the pool area at one time. The pool gate must be kept shut and locked at all times, except to permit authorized entry, for the safety of Children. All users must comply with social distancing of at least six feet from others than their own immediate family and comply with any other instructions from the pool attendant.

3.3 SWIM AT YOUR OWN RISK. There is NO LIFEGUARD ON DUTY. You and your family are at RISK OF DROWNING. A parent or responsible adult must accompany and personally supervise all Children. You are also at risk for any communicable disease, including COVID-19. See the WARNING posted at the pool, and any special rules for COVID-19.

3.4 No one is allowed in or upon the raised waterfalls/fountains adjacent to the pool. No skateboards or other hazardous toys allowed in the pool area and no toys are allowed in the pool. No horseplay, running or hazardous, disruptive, loud or destructive play is allowed in the pool area. No pets are allowed in the pool area. Those who wish to play music in the pool area must listen with earphones to protect and respect others.

3.5 Trash is the responsibility of each pool user, including for his/her family. No glass containers, alcohol, or smoking is allowed in the pool area. No food or dirty diapers may be placed in the pool house bathroom trash can. Report issues with bathroom cleanliness to the Manager.

3.6 Quiet time swimming: Monday, Wednesday, Friday from 8 a.m. to 12 p.m. may be set aside for the exclusive use of seniors (age 50 and over) to give them a safe time to swim without fear of accidental injury or illness.

3.7 Any violation of the Pool Rules may result in:

i/ a fine assessed jointly against the offending user (or in the case of Children, their parents) and his/her Unit Owner and/or Tenant, and/or

ii/ revocation of pool privileges for the Unit Owner and/or Tenants and guests, and/or

iii/ such other sanctions as provided in the Condominium Documents, including these Rules.

Any Unit Owner whose maintenance fees are in arrears may have pool privileges revoked for the Unit Owner, his/her family, Tenants, and any guests. Any damage to the pool or pool furniture by any guest is the financial responsibility of the Unit Owner and/or Tenant.

4. VIOLATIONS AND ENFORCEMENT

4.1 It is the duty of each Resident to report rules violations to the Manager or the Board. If the Board finds that a violation of the Condominium Declaration or Rules has been committed by a Unit Owner or Tenant, the Manager or the Board may assess sanctions after notifying the offending party, including the Unit Owner, and, if applicable, the Tenant, in writing of each offense, summarizing the facts, and indicating the rule(s) violated.

4.2. Such sanctions may include, without limitation, removing the cause of such violation at the expense of the Unit Owner or Tenant and for such purpose, the Board may seek to obtain injunctive and other equitable relief or both, and to recover damages. In addition to any other remedy, the Board may impose and assess fines not to exceed \$100 per violation. Each day that the violation continues may constitute a separate violation after written notice. The Association may seek to recover all costs incurred by the Association in remedying the violation, including court costs and attorney's fees. In addition, the Board may suspend temporarily the right of use of certain Common Elements, including, without limitation, the pool.

5. AMENDMENTS

5.1 These Rules have been adopted and may be amended at any time and from time to time by the Board or a sufficient vote of the Unit Owners at a special meeting properly called for such purpose in accordance with the Declaration.