

# THE ENCLAVE AT BERWICK

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## HOMEOWNERS ASSOCIATION



## RULES AND REGULATIONS

Revised March, 2024

## **INTRODUCTION**

The “Rules and Regulations” of THE ENCLAVE AT BERWICK HOMEOWNERS ASSOCIATION (“Association”) are established by the Board of Directors of the Association under the authority described in the governing documents. These “Rules and Regulations” may be expanded, amended or repealed by the Board of Directors of the Association, at its discretion.

If there is any conflict between these “Rules and Regulations” and governing documents, the governing documents will control.

The governing documents also establish the right of the Association to charge reasonable fees, authorize the use of portions of the common area by third parties for purposes designed to benefit the community and to impose sanctions for violations of governing documents, “Rules and Regulations,” Architectural Guidelines, and other policies.

All members and residents have the right to enjoy and use the Association property. Guests are welcome and accommodated when their participation does not infringe on the right of enjoyment of the members and residents. The Association shall apply and enforce these rules and regulations with members and residents equally.

### **A. ASSUMPTION OF RISK**

All use of Association facilities and all participation in Association programs are purely voluntary. Correspondingly, the recreational nature of all activities and programs may involve some personal or physical risk on the part of the participant.

Program participation by a resident or guest is, therefore, interpreted as tacit acknowledgement and acceptance of the inherent risks.

### **B. CODE OF CONDUCT**

The following outlines the Code of Conduct that shall be adhered to within common areas properties:

- Owners, occupants, guests, and staff must conduct themselves so as not to jeopardize or interfere with the rights and privileges of other residents, occupants or guests.
- Owners are responsible for the conduct of their occupants and guests. Occupants and guests will be held to the same standard of conduct as set forth herein for Owners.
- Owners, occupants, guests, and staff will refrain from loud, profane or indecent language.
- Owners, occupants, guests, and staff will not harass or accost any other resident, or an occupant, guest, Association employee, director, officer, committee member or any other persons.
- Owners, occupants, guests, and staff will not compromise the safety of others

by their actions.

- Owners will be held responsible for any damage to Association property caused by the resident and/or the resident's occupants or guests.
- Owners, occupants, guests, and staff shall not interfere with the management of the Association or reprimand or discipline any Property Management Company employee. Comments and complaints are to be civilly directed to the Management Company. The Property Management Company shall require that the complaint be submitted in writing before taking action on the complaint.
- Any Owner who violates this Code of Conduct or who violates an Association rule or regulation is subject to disciplinary action, which may include suspension of resident privileges and/or monetary fines as determined by the Board. Such fines shall be assessed to the residents account and collected in accordance with established collection policies.
- Safety is paramount and any Owner or guest not adhering to the rules and regulations stated herein and/or posted or otherwise obvious safety rules, may be asked to leave any Association facility or program with respect to safety, proper decorum and sanitation, The Association staff's judgment will prevail in all instances.
- Owners who are delinquent in their association's assessments, or who have unpaid fines on their account, may lose their privilege to use the community's amenities.

## **C. ASSOCIATION AMENITIES**

### **I. Amenity Center**

The Amenity Center is defined as the entire area within the fence, including the bathrooms, cabana, pool deck and swimming pool.

Please record and save the number on the back of the amenity access card. In the event a card is lost or stolen, you must report the number that is no longer in your possession. This is for the safety of all members.

Owners must be in good standing to use the Amenity Center. The use of the Amenity Center is a privilege. Please be sure to clean up after each use.

Use of the Amenity Center is reserved for Enclave residents, occupants and guests. For those individuals who have access to the Amenity Center, the following will apply:

- Any person under 16 years of age utilizing the Amenity Center must be accompanied by a parent or guardian that is at least 18 years of age.
- Guests must be accompanied by an Enclave resident.
- Owners are responsible for the behavior of their guests while using the facilities.
- Owners are responsible for any damage to the facilities or

violations of their guests.

- Proper swimming attire is required.
- Excessive noise that is offensive to others is prohibited.
- All trash shall be placed in the receptacles provided. If the provided receptacles are full, please take your trash with you.
- Removal from the Amenity Center or improper use of the pool furniture is prohibited. No pool chairs or tables are allowed in the pool.
- Persons under the influence of alcohol or drugs are not permitted within the Amenity Center.
- Glass containers within the Amenity Center are strictly prohibited.
- Pushing, running, jumping, throwing objects or any other activity that may be harmful to oneself or others is strictly prohibited.
- Bicycles, skateboards, scooters, roller blades, roller skates or hover boards are not permitted in the Amenity Center.
- Pets are prohibited in the Amenity Center.
- Smoking and/or vaping is prohibited in the Amenity Center.
- No Grills or open fires are permitted in pool area.

## **II. Amenity Center Common Area Property**

There is to be no temporary structures to be built or placed on common area property at the Amenity Center without prior approval from the Management Company.

There is to be no overnight parking at the Amenity Center Parking area without prior approval from the property management company. Unapproved vehicles will be towed at owner's expense.

## **III. Swimming Pool**

For those individuals who have access to the swimming pool, the following will apply:

- Lifeguards are not provided, and facilities are designated as "Swim at Your Own Risk".
- "Life Buoys" and "Shepherd's Hooks" are available at poolside for emergency use only.
- When lightning or other inclement weather is observed, it is recommended that all swimmers vacate the pool and adjacent deck area until a safe environment is restored. Generally, 30 minutes after the lightning or other inclement weather has subsided.
- There should be no solo swimming.
- There should be no running, boisterous or rough play.
- No person under the influence of alcohol or drugs should use the pool.
- There should be no spitting or blowing nose in pool.
- Persons with diarrheal illness or nausea should not enter the pool.
- Person with skin, eye, ear or respiratory infections should not enter the

pool.

- Persons with open lesions or wounds should not enter the pool.
- No animals or pets allowed in the pool enclosure.
- No glass allowed in the pool or on the deck.
- No children should be in the pool without supervision.
- Swimmers should take a shower before entering the pool.
- The pool is open from 8am to 8pm --- dawn to dusk.
- The maximum number of swimmers allowed in the pool is posted at the pool.
- An emergency phone is located on the wall next to the bathrooms - Dial 911.
- Lifesaving equipment is located on the fence.
- Pool users must not have any communicable disease or be wearing a band aide or other medical type dressing.
- Any person not fully toilet trained and incontinent adults must wear swim diapers or snug plastic pants under their swim suits (cloth and disposable diapers are prohibited).

#### **IV. Amenity Center Furniture**

Amenity Center furniture is provided on a first come, first-serve basis and may not be reserved; personal items may not be left unattended. Towels or other personal items cannot be used to “reserve” chairs or tables.

Furniture must be used on the deck and cannot be placed in the pool or removed from the pool area. If moved, furniture must be returned to its original position by the resident or guest.

Umbrellas are only to be used for their originally intended purpose and must be properly cared for by users. All users of umbrellas are responsible for properly returning them to their original “closed” position. Failure to do so could result in damage to the umbrella, and the user could be charged with the cost of replacing the umbrella.

#### **D. BURNING/DUMPING/LITTERING**

Owners, occupants, and guests are prohibited from burning and or dumping lawn/garden waste or any other items on their property as well as on common areas of The Enclave at Berwick HOA (including wooded areas and lagoons) and/or any vacant lots within The Enclave.

Littering is prohibited. Offending owners will be fined.

#### **E. COMMON PROPERTY**

Owners and occupants are not allowed to plant, cut, mow, trim, cultivate, remove, build on, erect or place any temporary or permanent structure, install any devices or otherwise modify common areas or plantings on common grounds. Unless prior approval is received by the Board of Directors.

Aquatic plantings are not to be chemically treated nor physically removed from the water's edge of ponds unless prior approval is received by the Board of Directors. Swimming, and/or boating is prohibited in all ponds.

#### **F. EXTERIOR SOUND EMITTING DEVICES**

Any exterior sound emitting devices (speakers, sound players, insect/animal repellants, chimes, etc.) shall not create audible nuisance to any neighbors unless approved by Board of Directors and in compliance with any applicable local and/or state noise- and other-related ordinances.

#### **G. HOLIDAY DECORATION/LIGHTING**

Home decorations, home lighting, temporary statues, artifacts, and other holiday decorative landscaping accessories are to be unobtrusive and displayed only for a period of 30 days prior to a holiday season; all such holiday decorations shall be removed no later than 15 days after the holiday.

#### **H. PARKING**

Parking rules apply to all owners, residents, guests, employees and service providers. Please refer to Declaration of Covenants, Conditions, and Restrictions for Enclave at Berwick Homeowners Association for complete parking rules and regulations. No vehicle may be left upon any portion of the Properties, except in a garage, driveway, parking pad, or other area designated by the Board. No overnight street parking is permitted. Temporary overnight parking may be permitted with prior approval from property management company.

Commercial vehicles, recreational vehicles, mobile homes, trailers, campers, boats or other watercraft, or other oversized vehicles, stored vehicles, and unlicensed vehicles or inoperable shall not be parked within the Properties other than in enclosed garages; provided however, that one recreational vehicle, one camper, or one boat or other watercraft may be temporarily kept or stored completely in a driveway or completely on a parking pad on a Lot for not more than 24 hours within each seven day period. "Commercial Vehicle" is defined as any vehicle with more than 6 wheels and/or weighing more than 25,000 pounds. Professional company lettering/logoed vehicles shall be permitted to park within the residential if such lettering/logos cannot be considered offensive as determined by the Board.

No Owners or other Occupants of any portion of the Development will repair or restore any vehicle of any kind upon or within a property subject to this Declaration except within the enclosed garage, or for the emergency repairs, and then only to the extent necessary to enable movement thereof to a proper repair facility.

#### **I. GOLF CARTS/MOPEDS**

All residents must abide by Georgia laws governing golf carts and mopeds, including the state requirement that golf cart and moped operators must have a valid license. Golf carts are allowed only on roadways and are strictly prohibited on sidewalks. The

number of passengers should not exceed the golf cart's seating capacity.

#### **J. BOATS/RECREATIONAL VEHICLES/TRAILERS**

Recreational vehicles may only be stored in Resident's garages and cannot be parked on any portion of the Enclave community. This includes backyards, side yards, parking pads, streets, or front yards. These vehicles also may not be parked on any community property, such as the Amenities Center parking lot.

#### **K. PETS**

Owners must abide by all applicable state and local laws. Additionally, the following rules will apply:

- Owners must not allow pets to soil onto other's private property.
- Owners must remove all waste from roads, sidewalks, and common areas.
- Raising, breeding or keeping of animals or poultry of any kind is prohibited.
- No animals of any kind shall be kept by any Occupant upon any portion of the Development, provided that a reasonable number of generally recognized house pets, as shall be approved by the Board of Directors, may be kept in a Unit's dwelling, subject to rules and regulations adopted by the Association, and further provided that such pet or pets are kept or maintained solely as domestic pets and not for any commercial purpose.
- No pet shall be allowed to make an unreasonable amount of noise or become a nuisance.
- Pets shall be under leash at all times when walked or exercised in any portion of the Common Areas.
- Please refer to the Declaration of Covenants, Conditions, and Restrictions for The Enclave at Berwick Homeowners Association for additional information as it relates to animals and pets.

#### **L. PROPERTY RENTAL/LEASING**

Owners may lease or rent their property in accordance with the Declaration of Covenants, Conditions, and Restrictions for the Enclave at Berwick Homeowners Association in conjunction with the rules below:

- Property may only be leased in its entirety and not less than twelve (12) months.
- All leases must be in writing and provide that the Association have the right to terminate the lease upon default by the tenant in observing any provisions of the Declaration, the Articles, Bylaws, Rules and Regulations or of any agreement, document or instrument governing the Lot of Living Units.
- A copy of the lease must be provided to the Association prior to occupancy by the tenant.
- The Residential Owner of a leased Living Unit shall be jointly and severally liable with his tenant to the Association to pay any claim for injury or damage to property caused by the negligence of the tenant.
- Every lease shall be subordinated to any lien filed by the Association whether

before or after such lease was entered into.

- Owners must provide the lessees with copies of the Declaration, By-Laws, Rules and Regulations, and Architectural Guidelines.
- The Board may adopt reasonable rules regulating leasing and subleasing.

#### **M. SERVICE PROVIDERS**

Vendors, contractors and other service providers are permitted entry only for the purpose of authorized work at a designated project or deliver to a particular residence address. Service providers are not permitted to solicit work or distribute flyers or other advertising material.

Permitted service providers are expected to clean up any trash or debris daily, including site debris that blows off the site and mud tracked onto roadways.

Dumpsters shall be covered at all times when work is not being performed. Any damage to common areas shall be reported to the Property Management Company immediately. Residents who allow contractors into the community are responsible for any damage the contractor does to common areas.

Service providers are allowed to park vehicles on the streets in front of homes, only while work is being performed. Once the work/project is finalized, all vehicles must vacate the community. All service providers should place orange cones around large vehicles; and may not impede the use of the roadways.

#### **N. ADVERTISEMENTS AND SOLICITATION**

Vendor solicitation at homes or on common area property is prohibited. Vendors or service providers may not place advertising signage on a lawn, or anywhere within the Enclave community.

#### **O. SIGNAGE**

Posting of signs of any kind is prohibited except those required by law, including posters, “For Sale” or “For Rent” signs, circulars, business cards, and billboards; provided, those adopted by the Board.

##### **I. “For Sale”, “For Rent”, and Other-Related Signs**

“For Rent”, open house direction signs and/or other commercial signage is not permitted on a lot, house (inside or outside), vehicle, or common area. Please see the Architectural Guidelines for specific details relative to requirements for “For Sale” signs. Only approved “For Sale” signs are permitted on the property.

##### **II. “No Soliciting” Signs**

Residents may not post “No Soliciting” signs. No Solicitation signs have been posted at the entrance to the community.



### **III. Security/Alarm Signs**

Residents who contract for security/alarm systems may post one single sided small sign from that company that:

- Must be located near or on the front door, or in a window;
- Must be professionally prepared from the company;
- May not exceed two feet (2') high above grade in the front yard and located within the setback criteria; and
- May not exceed 72 square inches (72") if placed in the ground; or
- May not exceed 16 square inches (16") if placed in a window.

### **P. TRASH CONTAINERS**

Garbage, trash, or rubbish that is required to be placed at the front of the lot in order to be collected must comply as follows: Trash cans may be placed and kept at the front of the lot after 5:00 pm on the day before the scheduled day of collection, and trash cans must be removed and placed out of sight on trash day. All containers, dumpsters, or garbage facilities shall not be stored in the front of the home and if not screened, must be against the house and at least 15 feet (15') from the front plane of the house (preferably behind the A/C unit). As with all exterior improvements, any fence, bush, or other type of screening that is installed, must be approved by the ARC. Trash containers must be kept in a clean and sanitary condition.

### **Q. VIOLATIONS AND FINE POLICY**

In the event a resident violates the governing documents, Rules and Regulations, and/or Architectural Guidelines fines may be imposed. Failure to pay any fine shall subject the resident to the same potential penalties and enforcement as failure to pay any assessments.

Association members who are delinquent in their assessments and/or who have outstanding violations will be restricted from voting.

Association members who are delinquent in their assessments, or in payment of any fines will be restricted to community amenities in the following ways:

- a. As soon as an account is 30 days past due, homeowner is contacted, and all amenity access (key fob) is turned off.
- b. Delinquent resident/homeowner will not be permitted to serve on committees until such time that their account is in good standing.
- c. At 60 days past due, RFID access to the gates are turned off, meaning resident(s) must use guest entry or keypad to go in and out of the gate as their RFID tag will be inoperable until such time that their account is in good standing.

- d. Legal action will be taken when a specific dollar amount is met, in accordance with Georgia Code Annotated §44-3-232(c), §44-3-109(c).

## **I. Notice**

Prior to imposition of any sanctions, the Association must provide a written demand to cease and desist.

The written demand to cease and desist from an alleged violation will be served upon Unit Owner responsible for such violation specifying:

- the alleged violation;
  - the action required to abate the violation; and
  - a time period during which the violation may be abated without further sanction, if such violation is a continuing one, or if the violation is not a continuing one, a statement that any further violation of the same provision of the governing documents, Rules and Regulations, and/or Architectural Guidelines may result in the imposition of sanctions.
- Potential monetary sanctions are described in “Exhibit A - Monetary Fine Schedule”.

## **II. Notice of Hearing**

Within twelve (12) months of such demand, if the violation continues past the period allowed in the demand for abatement without penalty, or if the same violation subsequently occurs, the Board may serve such Owner with a written notice of a hearing to be held by the Board in executive session. The notice will contain:

- The nature of the alleged violation,
- The time and place of the hearing, which time will be not less than ten (10) days from the giving of the notice,
- An invitation to attend the hearing and produce any statement, evidence, and witnesses on his behalf, and
- The proposed sanction to be imposed

## **R. WILDLIFE**

The ponds, lake, and other bodies of water within The Enclave HOA are provided for stormwater protection and aesthetic purposes. Certain areas are designated as wetlands or migration and preservation areas and are restricted as to use by covenants approved by the U.S. Army Corps of Engineers and the U.S. Department of Agriculture.

Residents are not permitted to introduce any fish, plants or items into the water system.

Residents are prohibited from capturing, trapping or killing wildlife. Residents are prohibited from feeding wildlife except feed birds in approved bird feeders.

## **I. Alligators**

Alligators are native and are present in ponds and lakes located within the community. Owners/Occupants must be mindful, and respectful of the alligator in its natural habitat. It is not uncommon for alligators to bask along the banks of waterways and ponds for extended periods of time. Often times a basking alligator may be seen with its mouth open; this is a way to cool its body temperature down, since alligators do not pant or sweat.

Children and pets should not be allowed to go near the water's edge containing alligators. DO NOT let pets swim, exercise, drink from, or run along the shoreline of waters that may contain alligators.

## **S. FIREWORKS**

The use of fireworks is strictly prohibited throughout The Enclave HOA. Fines will be implemented and will START AT \$500 and go up at the discretion of the Board.

## **T. FISHING**

The Enclave HOA is a private community and therefore fishing licenses are not required.

Residents should be aware that alligators are often attracted to fish as they are being caught; and should always remain vigilant and aware of their surroundings.

## **U. HUNTING**

Hunting with any type of weapon and discharge of firearms is strictly prohibited on the property of Enclave at Berwick HOA. Invasive animal species must be managed in accordance with state regulations. If there is a problem animal on the grounds, contact the Management Company immediately for assistance.

## **V. UNMANNED AERIAL VEHICLES ("DRONES")**

All unmanned aerial vehicles (sometimes referred to as "drones") must be operated in accordance with federal, state and local regulations. Additionally, any party operating an unmanned aerial vehicle within the community shall:

- Agree to limit use to the operator's own property or common areas.
- Assume all risks and liabilities associated with such activity (including but not limited to liability for injuries to themselves and others, damage to property, claims of invasion of privacy, nuisance, harassment, etc.),
- Indemnify the Enclave at Berwick HOA and its directors, officers and other representatives against any claims that may be asserted against them on account of the operator's activities (including but not limited to reasonable attorneys' fees and costs),
- Not take photographs, videos, or invade the privacy of another person without the other person's prior written consent, and
- Not operate in any manner that constitutes a danger to persons or property,

constitutes a nuisance, or that harasses, annoys, or disturbs the quiet enjoyment of another person, including without limitation, another owner or their family members, lessees, guests, or invitees.

## **EXHIBIT A**

### **MONETARY FINE SCHEDULE**

The following schedules are subject to change at the sole discretion of the Board of Directors.

#### Initial Covenant Violation Warning:

- Initial warning- Letter giving 14 days to remedy violation.
- Continued violation after Initial warning (of same covenant)-If not corrected within 14 days of the initial letter, a fine will be imposed and access to recreational facilities may be suspended and FOB deactivated subject to owner's right to request hearing.

#### Twenty - Five (\$25) for the Following:

- Parking (Street/Vacant Lots) overnight.
- No recreational or commercial vehicles viewable from the street overnight.
- No businesses, trades, garage sales or moving sales allowed on any lot.
- Irrigation systems not allowed to tie into any common area (\$25/day)
- Antennas or satellite dishes that have not received approval from ARC (\$25/day).

#### Thirty-five (\$35) for the Following:

- Replacement fee for lost or stolen Amenity Center access card, or for additional RFID tags beyond the two per household allotment.

#### Fifty Dollars (\$50.00) for the First Offense of the Following:

- Unleashed pets and/or not under the owner's control while off of owner's property.
- Failure to pick up animal waste and/or improper waste disposal.
- Creating a nuisance, such as a loud party, loud radio/TV, etc.
- Trash Cans visible from the street outside of approved hours.
- Feeding wild animals, excluding birds and alligators. The feeding of alligators may be subject to a five hundred-dollar (\$500.00) fine (plus any applicable costs incurred by the HOA).

#### Seventy-Five Dollars (\$75.00) for the First Offense of the Following:

- Failure to maintain property.
- Exterior Building Maintenance: pressure washing, exterior repairs, shutters, etc.
- Landscaping & Flower Bed Maintenance: lawn mowing, edging, blowing, weeding, bed maintenance, etc.
- Unapproved removal of trees (starting at \$75 and goes up depending on tree type/size).
- Yard Decorations.
- Unapproved signs.

One Hundred Dollars (\$100.00) for the First Offense of the Following:

- Speeding within the community.
- Harassment (physical or verbal) directed toward any resident, guest, Property Management Company representative, or service vendor.
- Any subsequent offense that has not been remedied within the twenty (20) days of the original violation notice.

Five Hundred Dollars (\$500.00) Plus Cost of Repair for Damage to Community Property for the Following:

- Depositing any substance into storm drains, ponds, or lagoons.
- Feeding or harassing alligators.
- Chemically treating or physically removing aquatic plantings from lagoons.
- Cutting, dumping of any material, or disturbing designated wetlands.
- Cutting, mowing, removing, or adding additional plantings to common area property
- Misuse or Damage to Common Area property
- Fireworks
- Failure to obtain Architectural Review Board approval for necessary projects. Failure to submit a required architectural application within two weeks after being fined and will continue to be fined, per month until modification is submitted, approved and brought into compliance.

Other Monetary Fines

- Homeowners, Guests, and Employees/Vendors of Homeowners/Residents shall not use inappropriate language when addressing the Board or its Employees/Vendors in writing or in person. This includes, but is not limited to cursing, demeaning, degrading, spitting at and/or physically touching, pushing or hitting a Board Director or their employees/vendors. In addition to police action, the fine for such behavior is \$500 or greater as determined by the Board of Directors. A letter sent via US Mail or Electronic Mail describing the incident as well as photographic evidence from security cameras, emails or other media may also be included in the letter to the offender.
- Any damage to real property (furniture, television, refrigerator, grill, gym equipment, doors, windows, etc.) belonging to the Enclave at Berwick Homeowners Association will be billed to the Unit Owner's association account, regardless of the damage resulting from the owner, occupant, minors, or his or her invited guests. The Property Management Company can, in its sole discretion, provide the responsible owner with a copy of the invoices for all damages billed to the Unit Owner's account.
- Other violations of the "Rules & Regulations," Governing documents or Architectural Guidelines.

- For subsequent occurrences of the same offense within a twelve-month period fine may not be waived, fines are doubled and tripled respectively for second and third offenses and the fourth offense will be cause for loss of Association privileges.

All fines assessed for covenant violations will be charged on the homeowner's account and remain until paid. Any unpaid balances are subject to have a lien filed. The Association reserves all rights to enforce the Covenants at law and equity, in addition to imposing the above fines.