

RULES AND REGULATIONS

DRAYTON PARK HOMEOWNERS ASSOCIATION, INC.

Pursuant to Section XV of the Declaration of Covenants, Conditions, Restrictions and Easements for Drayton Park Homeowners Association, Inc., the following rules and regulations have been adopted to govern the use of the Lots and any Common Area, or any combination thereof. All defined terms contained in these Rules and Regulations shall have the same meanings as such terms are defined by the Declaration.

ENFORCEMENT. All violations of these rules and regulations shall be reported immediately to a member of the Board, an Association officer and/or the management agent. After warning letters are issued and a violation continues, a hearing committee will notify the owner of a meeting to resolve the problem. As a result of this meeting, the Board of Directors may impose fines against the owner of up to One Hundred Dollars (\$100.00) per incident, up to a total maximum fine of Five Thousand Dollars (\$5,000.00). Fines will be paid within thirty (30) days after the receipt of notice of their imposition. The imposition of a fine shall not be an exclusive remedy and shall exist in addition to all other rights and remedies to which the Association may otherwise be entitled.

1. **ARCHITECTURAL REVIEW BOARD.** Construction, modifications and alterations subject to approval by the ARB specifically include, but are not limited to, painting or other alteration of the exterior appearance of a Residence and appurtenances including garages, doors, windows, installation of antennae, satellite dishes or receivers, solar panels or other devices, screened enclosures, signs (whether located on the Parcel or in windows of the Residence), gates, flower boxes, shelves, statues, or other outdoor ornamentation, patterned or brightly colored window coverings, for sale signs and rental signs, alteration of the landscaping or topography of the Property. ARB applications and process are on the Association website.

2. **COMMON AREA USE.** The Common Area of the Association is for the exclusive use of Owners, and their immediate families, permitted lessees, resident house guests and guests, and no other person shall be permitted to use the Common Area of the Association. There shall be no storage or parking of baby carriages, playpens, bicycles, wagons, toys or similar objects on any part of the Common Area. Such personal property must be stored within the Units.

3. **COMPLIANCE WITH DOCUMENTS.** All members and every lessee, guest or visitor of a member, shall comply with all of the terms, conditions, covenants, restrictions and limitations contained in the Declaration, the Articles, and the Bylaws of the Association.

4. **DAMAGE TO COMMON AREA.** Owners shall be responsible for, and shall bear any expense of, any damage to the Common Area caused by moving to or removing from their Unit household furnishings or other objects, or caused by any other deliveries to or from Units by their invitees.

5. **DESTRUCTION OF PROPERTY.** There shall be no marking, marring, damaging, destroying, or defacing of any part of the Subdivision. Owners shall be held responsible for, and shall bear any expense of such damage caused by the Owner, his family, guests, lessees and/or invitees.

6. **DEVELOPER.** If there are developer issues, owners may contact Pulte Homes, Customer Service at 904-733-7300.

7. FITNESS CENTER. The fitness center is for the use of owners/renters. You are asked to keep it clean, return free weights to the rack, wipe off equipment after use, and turn off the lights and the TV. No food is allowed in the fitness room. The fitness room is open from 6:00am to 11:00pm daily.

8. GARBAGE AND TRASH COMPACTOR. In the Hammock area, there is weekly curbside pickup. All refuse, waste, bottles, cans, and garbage should be deposited in covered sanitary containers. Containers shall be kept inside of the garages at all times except for on designated collection days. Containers shall be placed curbside no sooner than 4:00pm on Sunday for pickup on Monday and returned to the garage no later than 8:00 pm on the day of collection. In the Grove area, all refuse, waste, bottles, cans, and garbage should be put into the compactor. The compactor is removed on every other Monday in order to be emptied. Owners/renters should always put items in the trash compactor, not next to the gates or outside the compactor. The door to the compactor must be opened three (3) times for the compactor to work. If you put items in and the compactor does not come on, this is the reason. Do not press the red button on the right of the compactor door on the wall. This will turn off the compactor. If you have large items for pickup, please call MAY Management Services at the number listed in these rules and regulations. After you have done this, you may place your large items in the fenced in area. There is a \$10.00 charge for each large item that needs to be picked up. Large items do cost the Association money to have them picked up. If you are doing construction in your unit, construction debris should be hauled off by your contractor, not placed in the compactor area or the fenced area. Owners/renters violating this policy shall be fined \$100.00 per item.

9. LAKES. Swimming and fishing in the lakes on the property is prohibited. Boating of any kind on the lakes, including sailboats, canoes, gas powered boats, electric power boats and jet skis is prohibited.

10. LEASING. Owners leasing their property are required to provide a copy of the signed leasing agreement between the owner and renter to MAY Management within 30 days of signing. A copy of the Rules and Regulations and the Drayton Park Covenants will be provided to the renter by the owners. Renters are required to sign the tenant agreement indicating that they have read and agree to the terms. Owners should also inform their renters that only two (2) cars per unit are allowed.

11. MANAGEMENT COMPANY. The management company for the Association is MAY Management Services, Inc. The office is located 240 Canal Boulevard, Suite #2, Ponte Vedra Beach, FL 32082.

12. MEMBERS. Only owners are members of the Drayton Park Homeowners Association, Inc.

13. NOISE. All noise, including without limitation, talking, singing, television, radio, record player, tape recorder, CD or musical instrument shall be kept at such volume level that the noise is not audible outside of the boundaries of the Unit in which it originates.

14. PARKING. Only operable automobiles bearing current license and registration shall be permitted to be parked on any portion of Drayton Park. Guest spaces are located in the common property, and owners/renters may not park in guest spaces long term. If a guest is staying on the property for more than two (2) days, you are required to contact MAY Management at the phone number provided in the rules and regulations. They will need the make, model, license plate number, and the dates that the vehicle will be parked there. Street parking, parking on grass, parking on the sidewalks is not permitted at any time, and the Association reserves the right to tow vehicles, at the owner's expense, for any vehicle parked in the street, on the grass, or on the sidewalk. No commercial vehicles, meaning any car, truck, or van with signage or lettering on it, or with equipment affixed to it, or used in a trade or business, may remain parked in a driveway or in any parking space overnight. No commercial vehicle shall be parked in any

parking space except with the written consent of the Board of Directors. No jet skis, personal water craft, boats, boat or utility trailers, campers, recreational vehicles may be parked or stored anywhere on the property, except wholly within an owner's garage, if any. Motorcycles may be parked on the common property only with the written consent of the Board of Directors.

15. PETS. No animals, livestock, or poultry shall be raised, bred, or kept anywhere within the property, including the common property, except that each owner is granted a license to maintain not more than a total of two (2) pets, which must be either dogs or cats; provided that they are not raised, bred, or maintained for any commercial purposes. This license may be revoked by the Board of Directors. Further, pets such as birds or fish which are kept wholly within the Residence may be maintained, provided that if any such pets become a nuisance, the Board of Directors shall have the right, but not the obligation, to require their removal. No pets shall constitute a nuisance on the Property. All pets must be held or kept leashed or otherwise appropriately restrained at all times they are on any portion of the Property, and all owners of pets shall be held strictly responsible to immediately collect and properly dispose of the wastes and litter of their pets. The Association reserves the right, but not the obligation, to designate specific areas within the Property where pets may be walked on leashes by their Owners. The Association further reserves the right to demand that an Owner permanently remove from the Property all pets which create disturbances or annoyances that constitute nuisances, in the sole determination of the Board of Directors. The decision of the Board of Directors in such matters is conclusive and shall be enforced by the Association. The Board of Directors is authorized from time to time to make such other rules relating to pets as it deems necessary or advisable, including, without limitation, the size or weight of such pets. Neither the Board of Directors, Developer, nor the Association shall be liable for any personal; injury, death or property damage resulting from the violation of the foregoing in rules and regulations governing pets and any Owner maintaining a pet on the Property shall indemnify and hold the Association, Developer, each Owner and the Board of Directors harmless from the loss, claim, or damage arising from or in connection with the maintenance of the pet on the property.

16. RESPONSIBILITIES. Owners are responsible for the repair and upkeep of all parts of their townhome. The Association is responsible for repairs and upkeep of all common areas – roadways, sidewalks, club house, fitness center, restrooms, pool and pool area, landscaping, lakes, gates, and kiosks. The Association will also maintain the paintable walls, paintable doors, and roofs of each building in order to assure uniformity in the exterior appearance of the building. While the reserve funding does cover these items, it does not cover individual repairs. Inside and outside repairs are the responsibility of the owner.

17. SPEEDING. The speed limit on all common roads shall not exceed twenty (20) miles per hour. The Association has retained the services of a JSO officer who can issue speeding tickets. He can also issue tickets for illegal parking and pets not on a leash or pet waste not being picked up.

18. SWIMMING POOL. The general swimming pool rules are.

1. Swim at your own risk. Lifeguards are not on duty.
2. Children fourteen (14) years of age and younger must be accompanied by an adult at least eighteen (18) years of age at all times for usage of the pool facility.
3. Radios, televisions, CD players and the like may be listened with headphones. Electrical equipment is not allowed around the pool facility.
4. Showers are required before entering the pool.

5. Glass containers (including beer bottles) are not permitted in the pool or in the fenced in pool area.
6. Children under three (3) years of age, and those who are not reliably toilet trained must wear rubber-lined swim diapers, as well as a swim suit over the swim-diaper, to reduce the health risks associated with human waste in the swimming pool/deck area. Diapers are not to be changed in the pool area.
7. Play equipment, such as floats, rafts, snorkels, dive sticks, and flotation devices must meet with the Board's approval. The Board reserves the right to discontinue usage of such play equipment during times of peak or scheduled activity at the pool, or if the equipment provides a safety concern.
8. Pool availability may be rotated in order to facilitate maintenance.
9. Pets are not permitted on the pool deck area inside the pool gates at any time.
10. The Board reserves the right to authorize all programs and activities, including the number of guest participants, equipment and supplies usage, etc., conducted at the pool including Swim Lessons, Aquatic/Recreational Programs and Pool Parties.
11. Any person swimming when pool is closed may be suspended from using the facility. Swimming pool hours will be posted. The swimming pool will be closed one day weekly (to be determined) for maintenance. Guests must be registered and accompanied by an Owner before entering the pool area.
12. Proper swim attire must be worn in the pool. Cut-offs and thong bathing suits are not allowed.
13. No chewing gum is permitted in the pool or on the pool deck area.
14. No diving, jumping, pushing, running or other horseplay is allowed in the pool or on the pool deck area.
15. No one shall pollute the pool. Anyone who does pollute the pool is liable for any costs incurred in treating and reopening the pool.
16. Radio controlled water craft are not allowed in the pool area.
17. Pool entrances must be kept clear at all times.
18. Smoking is not permitted around the pool area. Smokers by the tables and chairs are asked to put cigarette butts in the containers located in that area.
19. No swinging on ladders, fences, or railings is allowed.
20. Pool furniture is not to be removed from the pool area.
21. Loud, profane, or abusive language is prohibited.
22. Food and drink are not allowed within six (6) feet of the pool.

SWIMMING POOL: THUNDERSTORM POLICY

During periods of heavy rain, thunderstorms and other inclement weather the pool facilities will be closed.

19. WEBSITE. The website for the Drayton Park Homeowners Association, Inc. is www.draytonparkhoa.com This website contains a lot of information about the community.

SUSPENSION AND TERMINATION OF PRIVILEGES

1. Privileges can be subject to suspension or termination by the Board if an owner/renter:

- Exhibits unsatisfactory behavior, deportment or appearance.
- Fails to abide by the Rules and Regulations established for the use of facilities.
- Engages in conduct that is improper or likely to endanger the welfare, safety or reputation of the Association or its management.
- Is delinquent on Association assessments

2. The Board may at any time restrict or suspend any owner's/renter's privileges to use pool area and fitness center when such action is necessary to protect the health, safety and welfare of other owners and their guests, or to protect the Association's facilities from damage.

RULE CHANGES. The Board reserves the right to change or revoke existing rules and regulations and to make such additional rules and regulations from time to time as, in its opinion, shall be necessary or desirable for the safety and protection of the buildings and their occupants, to promote cleanliness and good order for the property and to assure the comfort and convenience of owners. Any additional rules in the Covenants not addressed in this document still apply.

Approved by the Drayton Park Homeowners Association Board of Directors on April 27, 2010.