



THE FARM

AT BRUNSWICK

HOMEOWNER'S ASSOCIATION RULES AND REGULATIONS

Effective September 1, 2015

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OVERVIEW

Scope

These Rules and Regulations, hereinafter referred to as “Rules”, in conjunction with the **Declaration of Creation of the Farm at Brunswick**, hereinafter referred to as “Declaration,” as registered with the Brunswick Count Register of Deeds are the complete rules for all properties within The Farm at Brunswick Homeowners Association. Please also refer to the aforementioned Declaration for specific details. These Rules and Regulations replace all earlier documents, other than the Declaration, that include rules of any type. These Rules and Regulations update and replace any rules on the same or similar topics in the Declaration. These Rules and Regulations will remain in effect until revised in accordance with the Declaration and Association By-laws.

Authority

The Board of Directors of The Farm at Brunswick Homeowners Association, Inc. has the authority and responsibility to establish and enforce covenants, restrictions, rules and regulations to administer the Association and all property within the community.

The Board of Directors, its designated Committees and the Association Management Agent are authorized and responsible to administer and enforce these Rules and Regulations. This authority and responsibility include imposing fines for non-compliance and imposing fines and fees for restoration and remediation to correct noncompliance conditions.

The Association, including the Board of Directors, the Management Agent and Committees of the Association has the right to enter upon any property with prior notification for inspection, enforcement and resolution of violations of these Rules and Regulations. The Board of Directors has established three committees to assist with overseeing these Rules and Regulations:

Architectural Review Committee (ARC)

The Architectural Review Committee (ARC) processes all requests for additions to or alterations to all individual properties and structures within The Farm at Brunswick and structures within the community. From this point forward the abbreviation ARC is used throughout the document to refer to the Architectural Review Committee. The ARC is primarily responsible for compliance of the ARCHITECTURAL RULES AND REGULATIONS.

Covenants Enforcement Committee (CEC)

The Covenants Enforcement Committee (CEC) regularly inspects all properties within The Farm at Brunswick on a regular basis for compliance with these Rules and Regulations. From this point forward the abbreviation CEC is used throughout the document to refer to the Covenants Enforcement Committee.

The CEC is primarily responsible for compliance of the USE AND MAINTENANCE RULES AND REGULATIONS.

Security and Grounds Committee (SGC)

The Security and Grounds Committee (SGC) monitors and regularly inspects all common grounds and facilities within The Farm at Brunswick for compliance with these Rules and Regulations. From this point forward the abbreviation SGC is used throughout the document to refer to the Security and Grounds Committee. The SGC are primarily responsible for compliance of the COMMON AREA RULES AND REGULATIONS.

ARCHITECTURAL RULES AND REGULATIONS

Architectural Approval Requirements

It is required that any homeowner or group of owners considering modifications or improvements to their deeded property which affects the structure of a building or modifications or improvements which are visible from other properties or common areas submit an ARCHITECTURAL CHANGE REQUEST form to the ARC and the Association Management Agent prior to initiating work on planned modifications or improvements. Anyone in doubt about whether ARC approval is required should either contact the Management Company or just go ahead and submit a request.

ARC approval is NOT required for the repair or replacement of previously approved items if the repair uses the same materials as the original item and does not change the style, design, shape, size, color or quality of the original item being repaired.

A properly completed ARCHITECTURAL CHANGE REQUEST must include the following and must be submitted to the Management Company:

1. The ARCHITECTURAL CHANGE REQUEST form including the owner's name, lot number, property street address, contact address, phone numbers, and detailed description of the requested change, date and signature of owner.
2. A plot plan for the property showing the location of all existing structures and improvements, setbacks, easements and the requested changes. If a plot plan is not available, a scale drawing may be used instead of the plot plan. This plot plan or drawing must be to scale and must include the dimensions and exact location of any change.
3. A detailed explanation of the requested change including the purpose or reason for the change. Include any special conditions or circumstances that may assist the ARC in reviewing the request.
4. A detailed description including dimensions, elevations, materials, colors, landscaping, drainage, lighting, irrigation, and other features to be used. Marketing brochures, photographs, etc., that show the color, quality, style, size, etc. of materials or items to be used. Include anything available that may assist the ARC in reviewing the request.
5. An Impervious Calculation Form must be calculated and submitted when necessary.
6. Sample materials if available.
7. Any other information or explanations the owner feels may assist the ARC in reviewing the request.

Incomplete ARCHITECTURAL CHANGE REQUESTS will be returned to the owner with no action by the ARC.

All properly completed ARCHITECTURAL CHANGE REQUESTS will be reviewed within thirty (30) days of receipt by the ARC. The ARC, through the Association Management Agent, will notify owners in writing with the approval or rejection of each requested change, any conditions placed on an approval and any required follow-up actions by the owner. The Management Company will issue a placard to be placed in the front window of your home while approved work is being complete.

If work may cross Association common areas, a refundable deposit may be required prior to the beginning of any work. Failure to notify the Association in advance of crossing common areas and obtain written approval to proceed may result in the Association imposing fines on the homeowner in addition to any expenses for any required restoration work.

Approvals are good for up to one (1) year after approval. If substantial work on the approved change is not begun within one (1) year from the approval date, then the approval is withdrawn, and the owner must submit a new request. Once construction has begun, it shall be diligently pursued to completion. If work is not completed within this required time, it shall be considered nonconforming and shall be subject to enforcement action.

Owners shall notify the Management Company upon completion of all approved requests. The ARC will review and inspect the completed work with the owner to ensure the work was completed in accordance with the approved request.

Architectural Criteria

The ARC has great latitude in reviewing requests. In reviewing requests, the ARC will not only judge the individual quality, aesthetic, artistic merits and compliance with the architectural guidelines of any change but will also consider the requested change's impact to the property, surrounding properties and the neighborhood setting.

The ARC has the authority to review and approve or reject any request. The ARC may place specific limits on the scale, style or size of requested changes based on considerations of density, visibility, style, scale and size. The ARC, at its sole discretion, may reject any request if the ARC deems the requested change is not compatible and consistent with the architectural design, color or quality of the house or community.

The ARC will consider the following criteria in its evaluation:

Location: The ARC can apply a narrower set of standards to objects located in front yards or positioned where they can be fully viewed from the street fronting the applicant's property than to those objects located in back yards, or within screened locations of lesser visibility and impact.

Color: Objects must not contain colors or color combinations considered excessively bright, garish, jarring, overly reflective or luminescent. The color or colors of an object

must compliment the overall appearance of the home and not distract from it in a way that draws excessive attention to the object. The decision whether to approve each application will be based on a judgment as to whether the proposed color would be noticeably inconsistent or visually incompatible with the originally established color scheme of the applicant's property and surrounding neighborhood. Proposed colors must be visually indistinguishable from the original colors on one or more dwellings of the same model located in the neighborhood and must correspond to the location of these original colors. For example, a proposed change of door color will be compared to the color of other doors in the neighborhood.

Proposed color changes must not reverse or alter the degree of contrast between the dwelling's original colors. For example, a light color against a dark background must not be replaced with a dark color against a light background. Proposed color changes must not alter the original degree of consistency between dwellings in the same neighborhood. For example, where all shutters and doors on a row or section of town homes were originally painted identically, then none may be repainted a different color.

Design: Items must be compatible in general style and in quality of materials and workmanship with the architectural characteristics of the applicant's home, adjoining homes, and the neighborhood setting.

Materials: Objects must be made of suitable natural or man-made materials capable of withstanding outdoor weather conditions and must be capable of maintaining an attractive appearance. An object may be allowed to become mossy, rusty or weathered only if it is appropriate to such an object and only if it presents an attractive appearance compatible with the home, adjoining homes, and the neighborhood setting.

Relationship to the environment: Objects shall not create an adverse impact on the natural environment by their installation or location. The ARC will consider such issues as an alteration in the rate or direction of water runoff, the removal of trees or other substantial plants, or the creation of attractions, which are hazardous to wildlife by their nature or location.

Taste: Objects must avoid using words and designs that are, by their nature, inflammatory, offensive, or vulgar to the community.

Architectural Review Committee Limitations

Where these rules and regulations have requirements that are not the same as applicable governmental laws, regulations or building codes, the following shall apply:

1. When these rules and regulations are more restrictive than governmental requirements, these rules and regulations shall apply.

2. When these rules and regulations are less restrictive than governmental requirements, then the governmental requirements shall apply.
3. If the ARC approves a request that is subsequently not allowed by governmental requirements, then that request shall be deemed rejected. Specifically, if a building permit is required and the government will not issue the permit or approve the final inspection for the change then the change is rejected.

The ARC, Board of Directors and Association accept no responsibility or liability for work done by owners.

Owners are responsible for obtaining any required building permits and inspections for compliance with governmental laws, regulations and building codes.

Owners are responsible for contacting the appropriate services to locate underground utilities prior to the start of any work that involves digging.

Architectural Violations

It is not possible to inspect the properties every day, nor is it likely that every completed but unauthorized modification will be noticed during an inspection. Therefore, the Association must rely on each member to maintain the standards of our community. A note to the Management Company to report suspected violations of these rules is encouraged. All reports of suspected violations must include the name and phone number of the person making the report as well as the property address and a detailed description of the suspected violation. All reports will be kept confidential – only the Association Management Agent will know the identity of anyone reporting a violation. Any reports without the name and phone number of the person reporting the violation will be discarded.

The Management Company will review any reported suspected violation and determine if the report is valid.

The Management Company will send notices of violation by U.S. mail to the owner of record. The notice will include the specifics of the alleged violation along with an expected date of compliance.

Architectural Violation Fines

1. Failure to submit an ARCHITECTURAL CHANGE REQUEST and receive ARC approval prior to commencing work on an addition or change will result in a fine of up to \$100 per day per occurrence. Depending on the level of cooperation in resolving the violation, a waiver of this fine may be granted by the ARC.
2. Failure to submit an ARCHITECTURAL CHANGE REQUEST within 2 weeks after being fined as defined in item 1 above will result in a fine of up to \$100 per day until an ARCHITECTURAL CHANGE REQUEST for the modification is received by the ARC.

Architectural Violation Appeals

The applicant shall have the right to appeal the decision of the ARC. Applicant's request for appeal must be made to the Board of Directors through the Management Company within 30 days of the date of the notification of either a rejected ARCHITECTURAL CHANGE REQUEST or an architectural violation.

Architectural Violation Corrective Actions and Costs

A violation may require removal or modification of the work at the expense of the property owner, or payment of damages incurred by the Association in having the work removed or modified.

In the event of any violation of the architectural rules, the Board of Directors reserves the right to pursue all legal remedies to compel enforcement, legal and equitable. All costs and attorney's fees shall be charged to the account of the offending owner at the time they are incurred. Any restoration costs incurred by the Association to bring property into compliance will be charged to the account of the offending property owner.

Architectural Rules

A-1. Air Conditioners and Heat Pumps

- A. Air conditioning units extending from windows or walls are NOT allowed.
- B. Exterior air conditioners and heat pumps are allowed with ARC approval subject to the following:
 - Exterior air conditioning units or heat pumps may be added or relocated only if there is no adverse visual impact to adjoining properties.

A-2. Arbors/Trellises

For purposes of these rules an arbor/trellis is defined as an arched structure placed in the landscape that may have plants such as vines attached.

Arbors/Trellises are allowed with ARC approval subject to the following:

- A. Arbors/Trellises are only allowed in rear yards.
- B. Arbors/Trellises must be permanently installed.
- C. Arbors/Trellises must be clearly compatible with the architectural design and qualities of the home.

A-3. Attic Fans

Attic fans are allowed with ARC approval subject to the following:

- A. Attic fans must be aesthetically pleasing.
- B. Attic fans must be compatible and consistent with the architectural design, color or quality of the house.
- C. Attic fans must be the same color as the existing roof.

A-4. Awnings

For purposes of these rules an awning is defined as canvas or similar material stretched on a frame attached to a house used as protection from the sun or rain.

- A. Awnings provide an effective means for controlling glare and excessive heat buildup on windows and door openings, which helps reduce energy consumption and utility costs. The way sun control is implemented has considerable effect on the exterior appearance of a house.
- B. Non-retractable awnings are NOT allowed.
- C. Retractable awnings are allowed with ARC approval subject to the following:
 - a. Awnings are only allowed attached to the rear of the house.
 - b. Awnings should be post-free. If an awning with posts is requested the owner must explain why a post-free installation will not be satisfactory.
 - c. Awnings must be clearly compatible with the architectural design and qualities of the home.

A-5. Concrete Coatings

Concrete surfaces, including driveways, parking pads, patios, porches, sidewalks and stoops may be coated with ARC approval.

A-6. Decks

Installation or expansion of decks is allowed with ARC approval subject to the following:

- A. Deck must be in the rear of the main body of the house. The exception to this is that a deck may extend to within three (3) feet of the fence line if the yard is fenced.
- B. Deck must be of a scale and style compatible with the house to which it is attached, adjacent homes and the environmental surroundings.
- C. Deck must be constructed of materials consistent with the style of the house to which it is attached, adjacent homes and the environmental surroundings. Deck material can be either wood, treated wood or composite material.

A-7. Decorative Yard Ornaments

For purposes of these rules decorative yard ornaments includes objects commercially available that are intended as decorations in landscapes. Decorative yard ornaments are allowed in front, rear, or side yards with ARC approval subject to the following:

- A. A maximum of three (3) approved decorative yard ornaments are allowed in the front yard and three (3) in the rear yard.

- B. Decorative yard ornaments must NOT exceed thirty (30) inches in height.
- C. Decorative yard ornaments must NOT be allowed to be blown around in windy conditions.
- D. Decorative yard ornaments must be clearly compatible with the architectural design and qualities of the home.

A-8. Doors

Installation of additional doors or modification or expansion of existing doors is allowed with ARC approval.

A-9. Drainage and Grading

- A. Drainage away from the foundation of homes is imperative. The developer has designed the grading so water will be dispersed away from the foundation. It is imperative that the new drainage formed by excavation and grading be handled to shed water away from all houses and structures, to prevent any erosion and to prevent damage to neighboring property.
- B. For purposes of these rules, drainage includes, but is not limited to grading, berms, mounds, swales, ditches, or any other feature of the topography intended to control water runoff.
- C. Alteration of any swales or drainage is allowed with ARC approval subject to the following:
 - a. Application for approval of alteration of any drainage must include a site plan that shows the current and proposed drainage features and how the subject lot and any other lots may be affected by the alteration.
 - b. Neither the Board of Directors nor the Architectural Review Committee accepts any liability for any damage caused by any grading action, whether approved by the Architectural Review Committee or not.

A-10. Driveways

Driveways may be added or enlarged with ARC approval subject to the following:

- A. Installation or enlargement of driveway must NOT change overall grade of property and must NOT adversely affect drainage.
- B. The configuration of the driveway must assure that no part of a parked vehicle will extend into or overhang a public Right of Way, sidewalk or street.
- C. All driveways must be concrete.
- D. If a driveway coating is to be applied refer to the rule A-5 – Concrete Coating.

A-11. Exterior Color

Any change in color (including changes in hue, tone, value or intensity) to any exterior portion of a house, garage or structure requires ARC approval.

A-12. Exterior Lighting

- A. Installation of lampposts is NOT allowed.
- B. Colored bulbs designed to repel insects may be installed.
- C. Installation or modification of exterior lighting is allowed with ARC approval subject to the following:
 - a. Installation or modification of exterior lighting should be for the purpose of improving footing, navigation or security.
 - b. Lighting may not be installed so that it illuminates any portion of any other property.
 - c. Proposed lighting must NOT result in adverse visual impact to any other property, due to factors including but not limited to location, color or wattage.
 - d. Lighting may NOT be attached to fences or structures other than the house.
 - e. The amount of light produced should not be so excessive as to create a distraction or have a negative impact on the neighborhood.
 - f. Installation or modification of exterior lighting must be compatible in style and scale with the house.
 - g. Recommended fixtures include low voltage ground-mounted styles that may be wholly or partially concealed by plantings.
 - h. As the effects of proposed lighting may be difficult to assess prior to installation, the ARC reserves the right to require correction, including, but not limited to, removal or modification of lighting found to cause adverse impact after installation.

A-13. Exterior Material

Any change of material (including changes in brick, stucco, vinyl siding or trim) on any exterior portion of a house, garage or structure requires ARC approval.

A-14. Fences

- A. Front yard fences are NOT allowed. For purposes of these rules front yard is defined as any part of a lot from a point halfway from the front most corner of the house structure to the rear most corner of the house structure on each side and extending to the street.
- B. Dog runs, dog houses, or dog pens of any kind are NOT allowed.
- C. Side and rear yard fences are allowed with ARC approval subject to the following:
 - a. The only approved fence is white vinyl (PVC) picket or black wrought iron style (may be aluminum).

- b. Only black fences are allowed on lots backing up to a pond.
- c. Fences must be two (2) feet from any property line.
- d. Fences may be no more than forty-eight (48) inches in height. In certain unusual hardship situations, the ARC will consider and may approve six (6) foot high white vinyl privacy fence along the rear property line.
- D. Invisible fences for containment of pets are permitted without approval.
- E. The ARC shall be the sole determining judge as to the permission and location of fences on lots adjoining any pond.
- F. Except for gates, which are deemed a part of a perimeter fence, nothing may be attached to or hung on any fence.

A-15. Flagpoles (Freestanding)

- A. See the use and maintenance rule FLAGS AND FLAGPOLES for rules on decorative flags and flagpoles attached to houses or garages.
- B. Each lot is permitted one (1) freestanding flagpole with ARC approval subject to the following:
 - a. Freestanding flagpoles must NOT exceed twenty-two (22) feet in height.
 - b. Freestanding flagpoles must be permanently installed.
 - c. Freestanding flagpoles must NOT be outside the property's building set-back line.
 - d. Freestanding flagpoles shall NOT have metal hardware that will bang into the flagpole during windy conditions.
 - e. Only the flag of the United States of American or the North Carolina flag may be flown on a freestanding flagpole. In accordance with custom, if the American flag is flown after dusk, it should be illuminated with a light which clearly identifies the flag, but which does not point toward a neighbor's house or the street.

A-16. Gazebos

Gazebos are allowed with ARC approval subject to the following:

- A. Gazebos must be in rear yard.
- B. Gazebos must NOT be located less than five (5) feet from any property line.
- C. Gazebos must NOT exceed 144 square feet.
- D. Gazebos must be open on all sides. Privacy screening is NOT allowed.
- E. Gazebos floor must be no higher than one (1) foot above the ground or deck floor.
- F. Gazebos wall height may NOT exceed eight (8) feet.
- G. If gazebo is constructed as part of a deck, the construction and finish should match the deck.

A-17. Grills (Permanent)

Permanent grills are allowed with ARC approval subject to the following

- A. Permanent grills must be placed in the rear yard.
- B. Permanent grills must be placed as far as practical from adjacent property lines and in accordance with local laws and fire code.
- C. Permanent grills must be placed no less than ten (10) feet from any building roofline.

A-18. Gutters And Downspouts

- A. Repair or replacement of gutters and downspouts using material that does not match the original material in color, design, size and finish requires ARC approval.
- B. Installation of gutters and downspouts requires ARC approval.

A-19. Hedges

- A. Front yard hedges are NOT allowed.
- B. Hedges are NOT allowed on lots which directly border any pond.
- C. Side and rear yard hedges are allowed with ARC approval subject to the following:
 - a. Hedges may be used to define property lines, to provide privacy, to provide security or as an architectural feature intended to enhance the appearance of the property.
 - b. Hedges must be planted with evergreen plants. Recommended, but not required, bushes for hedges are southern wax myrtle (*morella cerifera*).
 - c. Hedges along the rear and side property line shall be no more than ten (10) feet tall and hedges along the perimeter of the dwelling structure shall be no more than four (4) feet in height.
 - d. Hedges must be maintained so as not to infringe on a neighbor's lot, common area or roadway.
 - e. Hedges must be planted a minimum of five (5) feet from the property line.

A-20. Hot Tubs

For purposes of these rules the term hot tub includes any hot tub, spa or Jacuzzi up to two (2) feet in depth. Tubs over two (2) feet deep or which are attached to plumbing or hardwired to electric are treated as swimming pools by local building code. Therefore, the rule on pools applies to any such tub. Hot tubs are allowed with ARC approval subject to the following:

- A. Hot tubs must be in the rear yard adjacent to the house.
- B. Hot tubs must be covered and locked.
- C. Hot tubs must be enclosed with approved fence.

A-21. Landscape Architecture

- A. Landscape architecture comes in many forms. This rule applies to any landscape architecture not covered by rules for accessory buildings, arbors, birdbaths, fountains, gazebos, gazing balls, pergolas, sheds, statues, trellises, decorative yard ornaments and wishing wells.
- B. Any landscape architecture not listed above requires ARC approval.

A-22. Parking Pads

Parking pads may be added or enlarged with ARC approval subject to the following:

- A. Parking pads must be adjacent to a driveway.
- B. Parking pads must be constructed of concrete and must be the same color and finish as adjacent driveways.
- C. Installation or enlargement of parking pad must NOT change overall grade of property and must NOT adversely affect drainage.
- D. The configuration of the parking pads must assure that no part of a parked vehicle will extend into or overhang any neighboring lot, common area, public right-of-way, sidewalk or street.

A-23. Patios

Installation or enlargement of patios is allowed with ARC approval subject to the following:

- A. Patio must be in the rear of the main body of the house unless the site plan, topography and elevation would appear to favor a side or wrap-around placement as more useful and aesthetically suitable, and the house and landscaping are designed with that potential in mind.
- B. Any slope of the patio surface must be downwards and away from the adjacent house.
- C. Patios must be constructed only of brick, slate, stone, concrete, or concrete interlocking pavers. Colors should coordinate with the existing materials and colors of the home and typically be neutral earth tones. Where installation of a patio material dictates the use of joints or seams, the joint or seam must be entirely filled with sand, compacted stone dust, pea gravel or mortar. Wooden borders or trim, as well as seating, planters, plant hangers or other similar fixed accessories, may be added.
- D. Patio must be of a scale and style compatible with the house to which they are attached, adjacent homes and the environmental surroundings.
- E. Owners shall be responsible for obtaining professional advice as to requirement for footers or control joints for concrete patios.
- F. Any impact to existing drainage requirements, which might result from the construction of the patio must be considered, addressed in the application and architecturally and environmentally sound mitigation proposed. At least two (2) feet of pervious ground surface (a mulch bed, grass block or partially porous surface) should remain between the sides

and rear of the patio and any adjacent properties or common area. Construction of the patio must not adversely affect the existing drainage scheme for surrounding properties or common areas. All discharge must be addressed on the homeowner's property.

A-24. Pergolas

For purposes of these rules a pergola is defined as a garden, patio or deck feature forming a shaded cover with pillars that support cross beams and a sturdy open lattice. Pergolas provide an effective means for shading patios and decks and when implemented have considerable effect on the exterior appearance of a house. Pergolas are allowed with ARC approval subject to the following:

- A. Pergolas are only allowed at the rear of the house.
- B. Pergolas MUST be permanently installed.
- C. Pergolas must be clearly compatible with the architectural design and qualities of the home.

A-25. Pools

- A. Above-ground pools are NOT allowed.
- B. In-ground pools are allowed with ARC approval subject to the following:
 - a. Pool must be in the rear yard.
 - b. Pool area must be surrounded by fence. Fence around pool must be approved by the ARC and cannot be installed prior to pool installation. Fence around pool areas may NOT exceed six (6) feet in height but must be a minimum of four (4) feet in height.

A-26. Privacy Screening

For purposes of these rules' privacy screening is defined as fences made of PVC attached to decks or patios constructed to provide limited privacy. Privacy screening for decks or patios is allowed with ARC approval subject to the following:

- A. Privacy screening must be white vinyl (PVC) fence.
- B. Privacy screening is only allowed at the rear of the house adjacent to a patio or deck.
- C. Privacy screening must be no taller than six (6) feet.

A-27. Propane Tanks

Propane tanks are allowed with ARC approval subject to the following:

- A. Propane tank may be above-ground or in-ground (buried) in the side or rear yard.
- B. All propane tanks located outside of a dwelling located on a lot MUST be located on the side or rear of the dwelling in accordance with local code. Any propane gas tanks that are buried underground on the Lot must have a green lid. All above ground propane tanks must be screened by a two-

sided solid panel or trellis type panel constructed of vinyl material or PVC material or vegetation screen out of view from the street located directly in front (or the side road if house is on a corner and tank faces a side street) of the lot and out of the view from the neighbor's lot located directly adjacent to the side or rear of the location of the dwelling depending on the location of tank. Solid/trellis panels must be a minimum of four (4) feet in height with a maximum of six (6) feet in height. All vegetation screening must be of a height and thickness to adequately conceal 75% of the propane tank at the time of installation. Vegetation must be evergreen, healthy, and lively always. If the vegetation should die, the homeowner will replace the vegetation within sixty (60) days.

A-28. Recreational Equipment

- A. Permanent or semi-permanent recreational or play equipment, which either constitutes a structure or is appurtenant to an existing structure, requires approval. Examples include sandboxes, playhouses, swing sets, etc.
- B. Recreational equipment is allowed with ARC approval subject to the following:
 - a. **Consideration:** Recreational equipment will be considered with special emphasis on the restraints of site accommodation, visibility, fencing, lighting, placement and shielding of mechanical equipment, and potential effect on neighboring property.
 - b. **Location:** Recreational equipment must be placed in rear yards. All elements of the recreational equipment must be placed at least five (5) feet off all property lines. Recreational equipment must NOT be placed within ten (10) feet of the nearest structure, fence or wall.
 - a. **Installation:** Recreational equipment must be positioned and installed in accordance with manufacturer instructions.
 - d. **Scale and design:** Recreational equipment must be compatible with the lot size. The design and any individual screening are additional considerations in evaluating whether there will be an adverse visual impact.
 - e. **Visibility:** Recreational equipment must NOT be readily visible from adjacent streets and common areas.
 - f. **Height:** Recreational equipment must NOT exceed ten (10) feet at its tallest point.
 - g. **Color:** Natural colors are encouraged.
 - h. **Sandboxes:** Sandboxes may be constructed of wood or molded plastic. To avoid the use of sandboxes by animals, you are encouraged to cover them when not in use.
 - i. **Swing sets:** Swing sets may be constructed of wood and may be no taller than ten (10) feet high. Wood sets may be left natural, stained, painted white or painted to match the exterior color of the house.

- j. **Tree houses:** Tree houses are NOT allowed.
- k. **Trampoline:** Trampolines must be placed at least five (5) feet from the property line and not ...visible from the street. They must be kept rust-free with no torn canvas or missing springs. Owners are required to maintain the lawn underneath trampolines at all times.
- l. **Play areas:** Play areas may be mulched areas around approved recreational equipment. The areas may be edged with timbers or other suitable edging material.

A-29. Retaining Walls

For purposes of these rules, a retaining wall is defined as any structure intended to modify ground level by holding earth from sliding down a hill. This does not apply to edging intended to hold raised planting beds up to eight (8) inches high. See the rule on planting beds for raised beds. Retaining walls are allowed with ARC approval subject to the following:

- A. Retaining walls may be constructed of concrete, brick, stone or other approved material.
- B. Retaining walls must be a minimum of five (5) feet from all property lines unless specifically approved by the ARC.
- C. Retaining walls must NOT exceed three (3) feet tall.
- D. Retaining walls are NOT allowed on lots which directly border any pond.
- E. Retaining walls must be of a scale and style compatible with the house on the subject lot, adjacent houses and lots, and the environmental surroundings.
- F. Any impact to existing drainage requirements, which might result from the construction of the retaining wall must be considered, addressed in the application and architecturally and environmentally sound mitigation proposed. Construction of the retaining wall must not adversely affect the existing drainage scheme for surrounding properties or common areas. All discharge must be addressed on the homeowner's property.

A-30. Roofs

Repair or replacement of existing roofs with any change to the material, size, shape or color is allowed with ARC approval subject to the following:

- Roof must be compatible and consistent with the architectural design, color or quality of the house.

A-31. Roof/Ridge Vents

Roof/Ridge vents are allowed with ARC approval subject to the following:

- A. Roof/Ridge vents must be aesthetically pleasing.
- B. Roof/Ridge vents must be compatible and consistent with the architectural design, color or quality of the house.
- C. Roof/Ridge vents must be the same color as the existing roof.

A-32. Satellite Dishes

- A. Antennae or satellite dishes designed to receive direct broadcast satellite service which are one (1) meter or less in diameter.
- B. Antennae or satellite dishes designed to receive video programming services via multi-point distribution services which are one (1) meter or less in diameter or diagonal measurement; or
- C. Antennae or satellite dishes designed to receive television broadcast signals which are less than one (1) meter in diameter (“Permitted Devices”) shall be permitted, provided that any such permitted device is placed in the least conspicuous location on the lot in which an acceptable quality signal can be received and is screened from the view of adjacent dwelling, streets and Common Elements in a manner consistent with ARC guidelines.

A-33. Security Bars

Security bars on doors and windows are allowed with ARC approval subject to the following:

- Security bars must be clearly compatible with the architectural design and qualities of the home.

A-34. Sheds and Accessory Buildings

For the purposes of this document, sheds and accessory buildings are one in the same. Therefore, we will use the term “shed” to refer to both structures. All ARC approved sheds superseding November 2012 is grandfathered as long as ARC approval was received for its installation. In all cases, sheds must be submitted to the ARC for approval including a complete description of the shed, location on the plot plan, color of materials, vender’s name and address, samples of material to be utilized should be available if requested and total amount of impervious area computed on impervious worksheet submitted with the application.

- A. Small Storage Sheds
 - a. Sheds attached to houses or garages are not allowed.
 - b. All homes are allowed to have a small storage shed placed directly behind the home not more than six (6) feet from the house. This shed must not be placed on the side of the house or extend past the back of the house on either side. Typically, this would be of the “Rubbermaid” type. It may also be of constructed material the same as the construction of the original home and color. Dark colors that contrast with the home and surrounding homes will NOT be approved.
 - c. Small storage sheds must not be taller than six (6) feet or larger than forty (40) sq. ft. The floor of the shed must not exceed four (4) inches from the ground.

- d. Small storage sheds must be tied down with anchor points such as auger anchors utilizing the following formula in accordance with Carolina Shores Town requirements, 20 lbs. per sq. foot divided by 4 anchor points. For example, a 10 x 10 shed = 100 sq. ft. x 20 lbs. = 2000 lbs. divided by 4 anchor points. Thus, each anchor point must support 500 lbs.

B. Detached Freestanding Sheds

- a. A detached freestanding shed is typically defined as a storage shed of approximately (8' x 10') or (10' x 10') and is placed in the rear of the lot. It may not exceed 144 sq. ft.
- b. Detached freestanding sheds are NOT allowed on any lot bordering a pond.
- c. Detached freestanding sheds are NOT allowed on any lot with the rear yard facing an adjoining a street. (Typically, corner lots)
- d. Detached freestanding sheds are NOT allowed on any lot with the rear yard facing the rear yard of another home. (i.e. Two (2) homes back-to-back)
- e. It must be of constructed material the same as the construction of the original home and color. Dark colors that contrast with the home and surrounding homes will NOT be approved. Roof shingles should be the same as the home.
- f. One detached freestanding shed per lot is allowed with ARC approval subject to the following:
 - 1. Shed must be in the rear yard.
 - 2. Shed must NOT be located less than five (5) feet from any property line.
 - 3. Shed must not exceed 144 square feet.
 - 4. Shed floor must be no higher than one (1) foot above the ground or deck floor.
 - 5. Shed wall height may NOT exceed eight (8) feet.

A-35. Sidewalks/Walkways

Sidewalks/Walkways may be added or enlarged with ARC approval subject to the following:

- A. Sidewalks/Walkways must be a minimum of five (5) feet from all property lines.
- B. Installation or enlargement of sidewalk must NOT change overall grade of property and must NOT adversely affect drainage.

A-36. Siding

Installation, repair or replacement of siding different than the original material is allowed with ARC approval subject to the following:

- A. Design, style, material, color, size and shape of siding must be consistent or compatible with the siding of the subject house and immediately surrounding houses.
- B. The style of existing trim work at soffits, corners, eaves, windows and doors, and of accent panels, shutters, or other stylistic features, should be retained. This will be considered an important requirement where these elements contribute to the visual continuity of the neighborhood by evoking similarities in style among nearby houses.

A-37. Skylights/Solar Tubes

- A. Installation of skylights/solar tubes or modification or expansion of existing skylights/solar tube is allowed with ARC approval subject to the following:
 - a. Skylight/Solar Tube approval will consider location of skylight in respect to the effect of reflection during the day and interior lighting at night.
 - b. Interior lights may NOT be directed into skylights.
- B. Roof-mounted lighting directed down through a skylight is NOT allowed.

A-38. Solar Collectors

Installation of solar collectors or modification or expansion of existing solar collectors is allowed with ARC approval subject to the following:

- A. Solar collectors can represent a large visual impact on a structure due to their size. Therefore, it is important to properly integrate the collector into the design of the house to properly conceal it.
- B. Solar collector approval will consider location of solar collector in respect to the effect of reflection during the day.
- C. Solar collectors shall NOT be placed on the front side (street side) of the roof.
- D. Solar collectors may be laid on top of a sloping roof and finished to appear like a skylight.
- E. Solar collectors should be constructed of glass with metal or similar trim. All trim should be painted to match the background of the roof or house trim to conceal it.
- F. Any superstructure necessary to elevate the collector above the existing roof plane must be enclosed by approved materials and colors.
- G. All pipe and wiring in conjunction with a solar collector must be concealed.

A-39. Solar Panels/Screens

Installation of solar panels/screens or modification or expansion of existing solar panels/screens is allowed with ARC approval subject to the following:

- A. Solar panels/screens must be the same color as the main color of the house, the trim or accent.

- B. The mullion design of solar panels/screens must be compatible with the existing windows of the house.
- C. All pipe and wiring in conjunction with a solar panel/screen must be concealed.

A-40. Statues (any statuary)

For purposes of these rules, statues do not include small yard ornaments placed in planting beds. Refer to the rule on DECORATIVE YARD ORNAMENTS. Statues are allowed with ARC approval subject to the following:

- A. A property is allowed one (1) approved statue in the front yard and one (1) in the rear yard.
- B. Statue must NOT exceed four (4) feet in height.
- C. Statue must be securely fastened to the ground so the statue will not fall over or be blown around in windy conditions.
- D. Statue must be clearly compatible with the architectural design and qualities of the home.
- E. Statue must be concrete or other solid type of material.

A-41. Storm and Screen Doors

- A. Wooden screen doors are NOT allowed on the exterior of any house:
- B. Written approval is not required for Full-View Glass storm doors or Self Storing Slide-Away Retractable storm doors. The door color must match the trim color of the door frame (usually white) or match the entry door color. Screen doors in pre-finished colors such as white or to match the front door is permissible. Colors must match existing color schemes or meet exterior color selection guidelines.

A-42. Trash/Recycling Container Enclosures

Enclosures for trash/recycling containers are allowed with ARC approval subject to the following:

- A. Single Family Home Refuse Storage: All trash, garbage, and refuse stored outside a dwelling located on a Lot MUST be stored in a receptacle provided by the County and located on either the side or rear of the dwelling and out of view from the street located directly in front of the Lot and/or out of view from the Neighbor's lot located directly adjacent to the side or rear of the location of the dwelling. All trash, garbage, and refuse must be screened on a minimum of two (2) sides with either a vinyl PVC solid or lattice type screening and must come to the top of the lid of the receptacle. Screening should be no taller than six (6) feet, no longer than eight (8) feet, no wider than six (6) feet, and must be adequately secured to the ground to prevent being blown over. The enclosure must be erected no more than six (6) inches from the dwelling structure.

Trash/Recycling Enclosure must be white or match the trim color of the house.

- B. Townhome Refuse Storage: Any townhome lot with a garage MUST store their trash, garbage and refuses receptacle within the garage. Any townhome lot without a garage MUST store their receptacle at the rear of their dwelling. No screening required.

A-43. Windows

Installation of additional windows or modification or expansion of existing windows is allowed with ARC approval subject to the following:

- Windows must be consistent with the design, material, size, color, shape and mullion design of existing windows.

A-44. Wires and Cables

Wires and cables, including those installed to convey radio or television signals, are allowed with ARC approval subject to the following:

- Wires or cables must be hidden, buried or secured flush with the side of each house and painted the same color as the background, so as to minimize their visibility.

A-45. Wishing Wells

Wishing wells are allowed with ARC approval subject to the following:

- A. Wishing wells are only allowed at the rear of the house.
- B. Wishing wells must be permanently installed.
- C. Wishing wells must be at least two (2) feet and not more than four (4) feet in diameter.
- D. Wishing well must NOT be more than six (6) feet tall.
- E. Wishing wells must be clearly compatible with the architectural design and qualities of the home.

THE ORCHARDS – SPECIFIC RULES AND REGULATIONS

All rules of the Association apply to all properties and owners in the Orchards section except as indicated in this section. Rules in this section apply further restrictions specific to the Orchards.

O-1. Fences

Fences are NOT allowed in the Orchards section.

O-2. Maintenance of Buildings and Structures

- A. The exterior (excluding glass surfaces) of all townhouse buildings is maintained by the Association.
- B. Owners may NOT prevent, hinder or interfere with Association access to the exterior of any townhouse building for the purpose of completing this maintenance.
- C. Owners may NOT alter the outside of any townhouse building.

O-3. Maintenance of Property and Landscaping

- A. The property and landscaping of all townhouse buildings is maintained by the Association.
- B. Owners may NOT prevent, hinder or interfere with Association access to the property and landscaping of any townhouse building for the purpose of completing this maintenance.
- C. Owners may plant trees, shrubs, flowers or grass in the rear yard of their townhouse.
- D. Owners may maintain any property and landscaping of their townhouse at their own expense. This maintenance does not eliminate or reduce any assessments by the Association for that maintenance.
- E. Owners may NOT alter the property and landscaping in the front or on the side of any townhouse building.

O-4. Storage

No storage of any kind is allowed at the front entrance or driveway areas including toys, bikes, hoses, etc.

*** Before any work can commence on your unit, you must request an acknowledgment form from the Management Company that is to be signed and witnessed as to the responsibility for any future repairs.**

THE GLENS – SPECIFIC RULES AND REGULATIONS

All rules of the Association apply to all properties and owners in the Glens section except as indicated in this section. Rules in this section apply further restrictions specific to the Glens.

G-1. Fences

Fences are NOT allowed in the Glens section.

G-2. Maintenance of Buildings and Structures

- A. The exterior (excluding glass surfaces) of all townhouse buildings is maintained by the Association.
- B. Owners may NOT prevent, hinder or interfere with Association access to the exterior of any townhouse building for the purpose of completing this maintenance.
- C. Owners may NOT alter the outside of any townhouse building.

G-3. Maintenance of Property and Landscaping

- A. The property and landscaping of all townhouse buildings is maintained by the Association.
- B. Owners may NOT prevent, hinder or interfere with Association access to the property and landscaping of any townhouse building for the purpose of completing this maintenance.
- C. Owners may plant trees, shrubs, flowers or grass in the rear yard of their townhouse.
- D. Owners may maintain any property and landscaping of their townhouse at their own expense. This maintenance does not eliminate or reduce any assessments by the Association for that maintenance.
- E. Owners may NOT alter the property and landscaping in the front or on the side of any townhouse building.

G-4. Storage

No storage of any kind is allowed at the front entrance or driveway areas including toys, bikes, hoses, etc.

*** Before any work can commence on your unit, you must request an acknowledgment form from the Management Company that is to be signed and witnessed as to the responsibility for any future repairs.**

USE AND MAINTENANCE – RULES AND REGULATIONS

Use And Maintenance Requirements

Property ownership in The Farm at Brunswick includes the responsibility for continued maintenance of all structures and grounds, which are part of each homeowner's lot.

The Association is responsible for exterior maintenance of townhome buildings and buildings on common areas. Therefore, townhome lots and buildings are excluded from the maintenance defined in this rule.

It is impossible to list and describe each and every component of a homeowner's lot that must be maintained and how it should be maintained. Suffice it to say that all exterior finishes, whether brick, metal, wood or any other material, should be maintained in a state of good repair. A state of good repair consists of ensuring that the unit and its entire component-parts look as good as it did when it was new. Siding must be clean and free of significant warping or bubbling. Peeling paint and rotting wood evidenced by cracks and black mold or soft areas must be sanded, caulked and repainted. Homeowners must replace or, if possible, repair any rotted wood components. Windows, doors, garage doors, exterior roof and gable trim all need to be caulked and repainted as required. Paint on doors and shutters fade with time and even if it is not peeling, these areas and others described above need to be repainted as required. You can save yourself many costly repairs if these areas are inspected and routine upkeep is performed every year. These rules are designed to ensure, not only that all units look their best but also that costly repairs are not necessary because routine maintenance is performed in a timely fashion.

Use and Maintenance Violations

It is not possible to inspect the properties every day nor is it likely that every completed but unauthorized modification will be noticed during an inspection. Therefore, the Association must rely on each member to maintain the maintenance standards of our community. A note to the Association Management Agent to report suspected violations of these rules is encouraged. All reports of suspected violations must include the name and phone number of the person making the report as well as the property address and a detailed description of the suspected violation. All reports will be kept confidential – only the Association Management Agent will know the identity of anyone reporting a violation. Any reports without the name and phone number of the person reporting the violation will be discarded.

The Association Management Agent will review any reported suspected violation. The Covenants Enforcement Committee and the Association Management Agent will periodically review the entire neighborhood for compliance with all use and maintenance rules. Violations of these use and maintenance standards are subject to fines as outlined below.

The Association or its Management Agent will send notices of violation by U.S. mail to the owner of record. A first notice will include the specifics of the alleged violation, possible fines, and required corrective action or an approved action plan which must be completed within ten (10) days after the date of the notice. If a violation is not corrected or an action plan submitted for approval within ten (10) days of the date of the notice, a hearing notice will be mailed stating the alleged violation with the date and time of a hearing.

Use and Maintenance Violation Fines

The following fines will be imposed with violation notices outlined above:

1. **First notice for a violation:** no fine.
2. **Fine notice:** Owners will be notified of hearing date, time, and location and possible amount of initial fine and schedule for fines in the amount of \$25.00 to \$100.00 per day if a violation is found after the hearing. At this time, there will be no further notification to owners, fines will be levied against the owner's account as indicated. All costs incurred to collect these violation fines will be added to the owner's account and collectable as levied. Fines will be collected in the same manner as Association assessments.
3. Trash can violations will be levied on an owner's account as violations are noted without further notice or hearings after the initial hearing has been held.

Use and Maintenance Violation Appeals

Following a hearing before the Hearing Committee, the owner shall have the right to appeal the decision to the Board of Directors. Owner's request for appeal must be made within fourteen (14) days of the date of the first notification of a use and maintenance violation to the Management Company.

Use and Maintenance Violation Corrective Actions and Costs

A violation may require corrective work at the expense of the property owner, or payment of damages incurred by the Association in having the work corrected. These costs will be charged to the property owner's account and will be placed as a lien against the offending property.

U-1. Animals and Pets

- A. No animal, birds, reptiles of any kind shall be kept on any lot or common area.
- B. Up to a combined total of three (3) dogs, cats or other usual and common household pets are allowed in an individual residence. The only exception to this rule will be that those households who were permitted to have more than three (3) pets prior to the adoption of these rules may continue to have the approved number of pets until the approved pets no longer exist at the residence. The exception does not allow replacement of more than three (3) pets.
- C. Pets are NOT allowed to roam free.
- D. Residents shall prevent pets from entering upon other owners' lots.

- E. All pets shall always be secured when outside of a residence either by use of a leash or by approved fencing.
- F. Residents walking dogs shall clean up feces immediately after deposit when off their own property and properly dispose of same.
- G. Residents shall regularly remove pet feces on their own property and properly dispose of same.
- H. Dog houses/pens/runs are NOT allowed.

U-2. Antennas

For purposes of these rules an antenna is defined as any device used to transmit or receive radio or television signals of any kind. This does not include satellite dishes. Exterior antennas are NOT allowed.

U-3. Basketball Goals and Backboards (permanent)

- A. Basketball goals or backboards may NOT be attached to garages or houses.
- B. Basketball goals or backboards may NOT be installed on poles.

U-4. Basketball Goals, Backboards and Stands (portable)

Portable basketball goals, backboards and stands are allowed with the following conditions:

- A. Portable basketball goals, backboards and stands must be placed on a property such that the playing area is contained on the driveway away from any street.
- B. Portable basketball goals, backboards and stands must NOT be placed in any street or near a curb where the playing area would be in a street.

U-5. Birdbaths

For purposes of these rules a birdbath is defined as a basin-like garden ornament that holds water for birds to bathe or drink. Up to three (3) birdbaths up to three (3) feet tall are allowed in each rear yard. Up to one (1) birdbath up to three (3) feet tall is allowed in the front or side yard.

U-6. Clotheslines

Only removable close lines or racks are allowed during the day. These lines or racks must be removed at night and they cannot be visible from the front at any time

U-7. Commercial Vehicles

For purposes of these rules, only licensed and operative passenger cars, station wagons, passenger pickup trucks, and passenger vans may be parked in driveways. Commercial vehicles may not be parked in driveway

overnight. A vehicle will be considered commercial if any of the following are true:

- A. If the vehicle is over twelve (12) feet tall.
- B. Tools are plainly seen in the bed.
- C. The payload is more than one (1) ton.
- D. The vehicle displays commercial signage.

Parking any vehicle on any portion of a Lot that is visible from any road, any Lot, or Common Area is prohibited.

U-8. Exterior Furniture

- A. Only furniture that is designed and intended for outdoor use is permitted outside of a residence.
- B. Exterior furniture is only allowed on the front porch or in the rear yard.

U-9. Firewood

- A. A limited quantity of firewood intended for immediate use may be stored on a residential lot in the rear yard not visible from the street.
- B. Firewood shall be neatly stacked in the rear yard not visible from the street.
- C. Firewood shall be neatly stacked near the ground in a pile not to exceed eight (8) feet in width, two (2) feet in depth and four (4) feet in height.
- D. Firewood shall NOT be stacked against fence, houses or garages.

U-10. Flags and Flagpoles (Attached)

- A. See the architectural rule on FLAGPOLES (Freestanding) for freestanding flagpoles.
- B. Each lot may have up to two (2) flag poles with brackets attached to the front of the house or garage. The poles shall NOT be longer than five (5) feet in length.
- C. Flagpoles shall NOT have metal hardware that will bang into the flagpole during windy conditions.
- D. Flags of the owner's choosing up to three (3) feet by five (5) feet may be hung on the poles attached to the house or garage with brackets. The Board of Directors may require removal of any flag deemed inappropriate or offensive for the neighborhood.
- E. One (1) small (up to 18 x 24 inch) seasonal decorative garden flag hung on a ground bracket up to thirty-six (36) inches tall installed in a front yard planting bed is allowed.
- F. Up to three (3) small (up to 18 x 24 inch) seasonal decorative garden flags hung on ground brackets up to thirty-six (36) inches tall are allowed in planting beds in rear yards.

G. Owners shall be allowed to display the flag of the United States or North Carolina, of a size no greater than 4 x 6 feet, which is displayed in accordance with or in a manner consistent with the patriotic customs set forth in 4 U.S.C. §§5-10, as amended, governing the display and use of the flag of the United States.

U-11. Fountains

- A. Fountains are NOT allowed in front or side yards.
- B. One (1) fountain up to three (3) feet tall is allowed in each rear yard.

U-12. Garages

- A. Alterations, additions or improvements to a garage that would alter or defeat the purpose for which it was intended are NOT allowed.
- B. Garage space may NOT be converted into any type of living space.

U-13. Garage and Yard Sales

- A. Residents are permitted to conduct NOT more than one (1) garage or yard sale per calendar quarter.
- B. Garage or yard sales CANNOT be for more than two (2) consecutive days.
- C. Owner is responsible for obtaining any required permits related to the garage or yard sale.
- D. The HOA may coordinate community garage or yard sales.
- E. One garage or yard sale sign, no larger than 18 x 25 inches is permitted on a lot. The sign may be erected no earlier than the day prior to the garage or yard sale and shall be removed within two (2) hours of the end of the event.

U-14. Garbage and Trash

- A. No garbage, trash, rubbish, debris, junk, stored materials, wrecked vehicles or similar unsightly items shall be allowed to remain on any lot outside the enclosed structure.
- B. All garbage, trash, rubbish, debris, and junk should be placed in an appropriate trash container.

U-15. Gazing Balls

- A. One (1) gazing ball up to three (3) feet tall is allowed in the front yard and/or the back yard.

U-16. Grills (portable)

- A. Use of portable grills is allowed in rear yards subject to all local building and fire codes.
- B. Portable grills must be stored in rear yards, inside garages or off-site when not in use.

U-17. Golf Carts

(The streets within The Farm at Brunswick are considered public roads; therefore, golf carts must be street legal and must conform to all North Carolina laws for street legal golf carts.)

- A. All drivers must have a valid driver's license and insurance.
- B. Golf cart must be registered and licensed and must feature headlights, brake lights, 4-wheel brakes, proper insurance and a vehicle identification number.
- C. Golf cart drivers are subject to the same laws as other drivers, i.e., driver can be cited for failing to stop at stop signs, etc.
- D. Golf cars can be parked in the driveway during daylight hours ONLY. When not in use, the golf cart must be parked in the garage.

U-18. Holiday Decorations/Lighting

- A. Holiday decorations that are customary for a particular holiday are allowed to be displayed outside of a residence.
- B. Holiday decorations visible outside a residence may be displayed no more than two (2) weeks prior to the holiday and must be removed no later than one (1) week after the holiday. The only exception to this rule is that customary holiday decorations may be displayed after Thanksgiving but must be removed by the weekend following January 6th.
- C. Any holiday decoration visible outside a residence that is deemed inappropriate or excessive by the Association must be removed immediately upon notification.

U-19. House Numbers

- A. Each house must display house numbers as originally installed by the developer. Repair or replacement of house numbers must match original height and can be either brass or black in color.
- B. Installation of additional house numbers attached to the house or garage is NOT allowed.
- C. Reflective block numbers six (6) inches tall may be attached to mailbox posts.

U-20. Irrigation Systems

- A. Above-ground irrigation systems are NOT allowed.
- B. Installation of in-ground irrigation systems or modification or expansion of existing in-ground irrigation systems is recommended and allowed without approval subject to the following:
 - a. Irrigation system must NOT water onto adjacent lots, common areas or streets.

- b. Usage of storm water pond water for personal irrigation is not allowed.

U-21.

Landscaping

- A. **Landscaping** on each lot must blend with the adjacent lots. Property landscaping must be maintained in accordance with the standards for the neighborhood.
- B. **Garden hoses** must be properly stored in the garage, in an approved accessory building, an approved shed, off-site, on suitable hose reel mounts or neatly coiled up in an inconspicuous manner.
- C. **Lawn and garden tools/implements** must be stored in the garage, in an approved accessory building, an approved shed or off-site when not in use.
- D. **Mulch/pine straw/stone:**
 - a. Mulch/pine straw/stones must stay within beds or berm and must be consistent with existing material within the property. Examples of pre-approved mulch substances are pine straw, pine bark, dyed pine mulch, cedar mulch, rubber mulch, finely ground hardwood chips, brown and red crushed brick, river rock one (1) – three (3) inches (small), or river rock four (4) - seven (7) inches (large) and colored white, beige, brown, or mixed, and lava rock.
 - b. Any exceptions must receive ARC approval prior to installation.
- E. **Planting beds:**
 - a. Non-raised planting beds may be installed without approval.
 - b. Raised planting beds, up to eight (8) inches above surrounding ground level, that are at least five (5) feet from all property lines may be installed.
 - c. Planting beds must be covered with approved material. See the rule above.
 - d. Planting beds must be maintained free of weeds.
 - e. Planting beds must be edged regularly so that adjoining grass does not grow into the bed.
 - f. Planting beds may be edged with commercially available edging products.
- F. **Shrubs/trees:**

Shrubs and Trees that are diseased or dead, or needing to be removed to promote the growth of other trees or shrubs, or for safety reasons, may be removed. Other trees with a diameter less than eight (8) inches may also be removed at the owner's discretion. Any tree over eight (8) inches in diameter must be removed by permit from the Town of Carolina Shores. Any tree removal must include removal of the stump below ground level and the ground repaired with sod or otherwise landscaped. Property landscaping must be maintained in accordance with the standard of the neighborhood. Common area

trees will be taken care of by the Homeowners' Association. (In accordance with Town of Carolina Shores Code of Ordinances, Chapter 153: Zoning Code, Section 153.404 Tree Preservation Requirements)

G. Trees:

- a. Trees must be maintained including watering, feeding, pruning and leaf removal in the fall.
- b. Trees that are dead, dying or diseased must be removed within forty-five (45) days, or sooner, if deemed high risk. Refer to rules on TREES (Planting, Removal or Replacement) for rules related to removal or replacement of trees.

U-22. Leasing

For purposes of these rules leasing is defined as regular, exclusive occupancy of a Lot by any person other than the owner in which the owner receives any consideration or benefit.

- A. Leasing or renting of homes, or townhomes is allowed subject to the following:
 - a. Minimum lease or rental period is six (6) months.
 - b. Occupancy of any house is limited to one (1) single family and NOT more than two (2) unrelated people.
 - c. All leases shall be in writing. Each lease must include an addendum stating that the tenant is required to comply with all Association rules and regulations. A copy of the lease and the addendum must be provided to the Association Management Agent within ten (10) days of execution of the lease.
 - d. The property owner must provide a copy of the current Rules and Regulations to all tenants.
 - e. Owners are ultimately responsible for their lessees' compliance with all rules and regulation of The Farm at Brunswick.

U-23. Mailboxes

- A. Mailboxes must be uniform. Each lot is provided an initial mailbox at the time of settlement with the developer. This is the only style, configuration, size and color of mailbox permitted.
- B. Each lot owner shall maintain the mailbox in good condition.

U-24. Mailbox Posts

- A. Mailbox posts must be uniform. Each lot is provided an initial mailbox post at the time of settlement with the developer. This is the only style, configuration, size and color of mailbox post permitted.
- B. Each lot owner shall maintain the mailbox post in good condition. This includes regular painting and replacement of rotten wood.

- C. The color of paint for the mailbox post is Duron Bone and the finish is semi-gloss. Other brands of paint may be used as long as the color and finish match Duron Bone semi-gloss.
- D. See the rule on house numbers for installing house numbers on mailbox posts.

U-25. Maintenance of Buildings and Structures

- A. The exterior of all buildings (houses, sheds, accessory buildings, etc.) and structures (decks, fences, mailbox posts, recreational equipment, etc.) must be maintained in good condition.
- B. The exterior of all buildings and structures must be maintained free of mold or mildew. This may require periodic pressure washing.
- C. All homeowners are responsible for inspecting their own property periodically to ensure that there is no faded or peeling paint, rotting wood, loose mortar or spalled masonry.
- D. It is necessary that all wood surfaces such as door and window trim, bay windows, dormers and garage doors be caulked, sanded and painted periodically to keep them in good condition.
- E. All decks, fences and other exterior structures such as children's recreation or play equipment must be kept in good repair. The homeowner must replace rotting or warped wood. It is strongly suggested that all wood (decks) be treated periodically with transparent wood preservative to maintain and enhance their condition.
- F. Exterior lighting and mechanical facilities must be kept in working order.
- G. Driveways, parking pads, patios, porches, sidewalks, stoops and retaining walls must be kept in good repair.

U-26. Maintenance of Property and Landscaping

- A. Lots must be kept free and clear of all litter, trash, refuse and wastes.
- B. Lawns must be mowed on a regular basis so that grass does not exceed three (3) inches in height for a period of one (1) week.
- C. Lawns, bedding plants, and shrubs must be kept alive and weed free. This may require watering when rainfall is insufficient to keep grass alive.
- D. Shrubs/Trees must be kept alive and must be pruned to maintain health, appearance and size.
- E. Any dead plants must be removed.

U-27. Parking and Storage

- A. Parking or storage of boats, trailers, campers, mobile homes, and recreational vehicles is NOT allowed.
- B. Only licensed and operative vehicles may be regularly parked in driveways. To keep our rules and regulations consistent with The Town of

Carolina Shores, it shall be illegal to park any vehicle on any street or street right of way within the town limits between the hours of midnight and 7:00 am (Town of Carolina Shores Code of Ordinances, Section 71.01a Illegal Parking; Overtime). A notice can be placed on the vehicle advising the owner or operator that the vehicle has been illegally parked.

- C. There shall be no parking at any time by any vehicle on the grass or any common areas. A notice can be placed on the vehicle advising the owner or operator that the vehicle has been illegally parked.
- D. No vehicle located on a lot may be used as a dwelling, even temporarily.
- E. Parking or storage of inoperable vehicles is NOT allowed. An inoperable vehicle is defined as any vehicle unable to be driven legally on a public roadway.
- F. Parking or storage of vehicles with no tags or expired tags is NOT allowed.
- G. Any vehicle, such as a boat or camper, which is used for vacation purposes, may NOT be in the neighborhood for more than overnight.
- H. Automobiles, motorcycles or other motorized vehicles shall NOT be repaired or placed on blocks or stands, except in an enclosed garage.
- I. Motorcycles may be placed on a stand on the driveway for a period of up to two (2) hours only for the purpose of washing or waxing the motorcycle.

U-28.

Signs

- A. **Real estate for sale:** The only approved "For Sale" sign is blue with white lettering, 24" X 24" with The Farm logo, "For Sale" and phone number only. The "For Sale" sign can be purchased at Sign Studio Graphics in Garden City at 843-651-3560.
- B. **Political:** The Association CANNOT regulate the content of political signs, but CAN regulate the quantity, size, length of time and manner placed of political signs. Political signs may be erected no earlier than thirty (30) days prior to an election, run off, primary or referendum.
- C. **Security:** One (1) small "House Is Alarmed" sign is permitted in front and one (1) in the rear of each residence. These signs are usually provided by the alarm service provider.
- D. **Garage or yard sale:** Garage or yard sale signs are regulated in the rule on garage and yard sales.
- E. **Public event announcements:** One (1) public event announcement sign, no larger than 18 x 25 inches, may be permitted in the community with approval from the ARC. Such sign may be erected no earlier than one (1) week prior to the event and shall be removed within two (2) hours of the end of the event.
- F. **Other:** No other signs or other advertising devices shall be displayed upon any lot or common area.

- U-29. Solicitation**
A. Door-to-door solicitation is NOT allowed.
B. Placing literature in the newspaper section of mailboxes is NOT allowed.
C. Association information and newsletters are exempted from this rule.
- U-30. Tennis Courts**
Tennis courts are NOT allowed.
- U-31. Trash/Recycle Containers**
A. Each lot is provided one trash container by the county. This is the only trash container that may be used unless you contract for a recycling trash can with the county.
B. Trash/recycle containers may be placed at the curb after 4:00 pm the day prior to a regularly scheduled pickup day and shall be removed from the curb and returned to an appropriate storage location no later than 11:00 pm on that pickup day.
C. Trash/recycle containers must be stored out of view from the street, neighboring properties and common areas except when placed at the street for pickup as noted above. See the architectural rule on TRASH/RECYCLE CONTAINER ENCLOSURES for requirements on trash container storage areas.
D. Trash containers may be stored inside garages, approved sheds or approved enclosures.
- U-32 Vegetable Gardens**
Vegetable gardens are allowed without approval provided the following conditions are met:
A. Garden must be in rear of the house.
B. Garden must NOT be located less than five (5) feet from any property line.
C. Garden does NOT exceed $\frac{1}{4}$ of the available rear yard.
D. Garden must NOT be placed on a grade that may cause damage to property below it due to water runoff.
- U-33. Wells**
Wells are NOT allowed.

COMMON AREAS – RULES AND REGULATIONS

Use of Common Areas and Facilities

All common areas and facilities are intended for the benefit and use of all owners, residents and guests of owners and residents of The Farm at Brunswick. The Association shall not be responsible for loss, damage or injury to any person or property arising out of the authorized or unauthorized use of any common areas or facilities. The Association reserves the right to refuse any use of any common areas or facilities.

Use of Common Areas and Facilities – Violations

Association may rely on each member to comply with the rules for use of common areas and facilities. A note to the Association Management Agent to report suspected violations of these rules is encouraged. All reports of suspected violations must include the name and phone number of the person making the report and a detailed description of the suspected violation. All reports will be kept confidential – only the Association Management Agent will know the identity of anyone reporting a violation. Any reports without the name and phone number of the person reporting the violation will be discarded.

The Association's Board of Directors or designated committee will review any reported suspected violation and determine if the report is valid. The Association Management Agent will periodically monitor the common areas and facilities for compliance with all rules for use of common areas and facilities. Violations of these rules are subject to fines as outlined below.

The Association Management Agent on behalf of the Association will send notices of violation by U.S. mail to the owner of record. A first notice will include the specifics of the alleged violation, possible fines, and required corrective action or an approved action plan which must be completed within ten (10) days after the date of the notice. If a violation is not corrected or an action plan submitted for approval within ten (10) days of the date of the notice a hearing notice will be mailed stating the alleged violation, and the date and time of a hearing. After the hearing, if a resolution is not met, fines will be implemented as follows:

1. **First notice for a violation:** no fine.
2. **Fine notice:** Owners will be notified of the amount, date of initial levy and schedule for levying fines in the amount of \$25.00 to \$100.00 if all violations are not immediately corrected. At this time, there will be no further notification to owners; fines will be levied against the owner's account as indicated. All costs incurred to collect these violation fines will be added to the owner's account and collectable as levied. Fines will be collected in the same manner as Association assessments.

Trash can violations will be levied on an owner's account as violations are noted without further notice or hearings after the initial hearing has been held.

Habitual repeat offenders will be fined up to \$100.00 per day, with proper notice and a hearing, may lose access to amenities.

Use of Common Areas and Facilities – Violation Appeals

Following a hearing before the Hearing Committee, the owner shall have the right to appeal the decision of the Hearing Committee to the Board of Directors through the Management Company. Owner’s request for appeal must be made within fourteen (14) days of the date of the hearing.

Use of Common Areas and Facilities – Violation Corrective Actions and Costs

Property owners are responsible for any damage they or their guests cause to any common area or facility. A violation may require corrective work at the expense of the property owner, or payment of damages incurred by the Association in having the work corrected. These costs will be charged to the property owner’s account and will be placed as a lien against the offending property, which must be satisfied before the property is sold.

RULES FOR USE OF COMMON AREAS AND FACILITIES

C-1. Amenity Center

- A. The Amenity Center is intended for the benefit and use of all owners, residents and resident guests of owners and residents of The Farm at Brunswick.
- B. The Association shall not be responsible for loss, damage or injury to any person or property arising out of the authorized or unauthorized use of the Amenities Center.
- C. Private use of the Amenity Center is by reservation only through the Management Agent. The Board of Directors, through the Social Committee or Management Agent, reserves the right to refuse any private use of the Amenity Center.
- D. No firearms allowed.
- E. General use of the Amenity Center is subject to the following:
 - a. Amenity Center hours are posted at the entrance to the amenities center. Persons inside the Amenity Center outside of the posted hours will be considered trespassing.
 - b. Smoking is NOT allowed in the Amenity Center.
 - c. Wet bathing suits are NOT allowed in the Amenity Center.
 - d. Loitering in or around the Amenity Center is NOT allowed.
 - e. Any violation of the Amenity Center rules may result in the deactivation of the owner's access card.
 - f. Children under the age of sixteen (16) years of age are not allowed without an adult.
 - g. Rental of the Amenity Center does not include exclusive use of the pool, bathrooms, or exercise room.
- F. Private use of the Amenity Center is subject to all the rules for general use as well as the following:
 - a. Private functions held by homeowners or residents of The Farm at Brunswick such as birthday parties and wedding showers are permitted.
 - b. Public functions for business such as Tupperware parties or any function that will monetarily benefit the lessee are NOT allowed.
 - c. Reservations are required for all private use of the Amenity Center. Reservations are made on a "first come - first served" basis.
 - d. A \$200.00 deposit is required when reserving the facility. Upon a satisfactory inspection of premises for damages, cleaning, and trash removal \$100.00 of the deposit will be returned. If premises are found to be in disrepair or if a professional cleaning service is required, the fee will not be refunded, and additional costs will be billed to the owner/lessee. There is also a \$100.00 non-refundable usage fee required when reserving the facility. (Renters must obtain insurance coverage in the amount of \$1,000,000 for the

specific function and proof of this coverage must accompany the application and checks. Renters must provide one (1) copy of your current lease agreement with the homeowner).

- e. Use of the Amenity Center must be concluded by 11:00 p.m.
- f. The Amenity Center and all common areas (including restrooms and the surrounding grounds) must be cleaned immediately upon conclusion of any reserved private use.
- g. The owner/lessee making reservations is responsible for the conduct of all invited guests.
- h. The owner/lessee making reservations agrees to make payment for the replacement of any furniture, accessories, fixtures or equipment damaged, broken or missing.
- i. The owner/lessee making reservations must be present during the entire duration of the function.

C-2. Amenity Center Parking Lot

- A. The parking lot adjacent to the Amenity Center, swimming pool and playground is intended for the benefit and use of all owners, residents, and guests of owners and residents of The Farm at Brunswick while they are using either the Amenity Center, swimming pool or playground.
- B. This parking lot is NOT to be used for any other parking, private or public.
- C. Any cars parked in this parking lot outside of the posted hours for the Amenity Center will be considered illegally parked and subject to towing at the owner's expense.
- D. No firearms allowed.
- E. No fireworks allowed.

C-3. Common Area Grounds

- A. Common area grounds are intended for the benefit and use of all owners, residents and guests of owners and residents of The Farm at Brunswick.
- B. The Association shall not be responsible for loss, damage or injury to any person or property arising out of the authorized or unauthorized use of the common area grounds within or adjacent to The Farm at Brunswick.
- C. No firearms allowed.
- D. No fireworks allowed.
- E. Use of common area grounds within or adjacent to The Farm at Brunswick is subject to the following:
 - a. Alteration, by any kind of planting or building of any structure, of any common area, easement or right of way is NOT allowed.

- b. Modifications of any common area, easement or right of way, such as allowing the accumulation of debris of any kind, establishment of gardens, or otherwise adding, removing or modifying any trees, shrubs or other plantings, is NOT allowed.
- c. Common area grounds are maintained by contractors hired by the Association.

C-4. Exercise Room and Equipment

- A. The exercise room and equipment are intended for the benefit and use of owners, residents, and guests of owners and residents of The Farm at Brunswick.
- B. The Association shall not be responsible for loss, damage or injury to any person or property arising out of the authorized or unauthorized use of the exercise room and equipment.
- C. Alcoholic beverages of any kind are NOT allowed in the exercise room.
- D. No firearms allowed.
- E. No fireworks allowed.
- F. Use of the exercise room and equipment is subject to the following:
 - a. Use of the exercise room and equipment is limited to owners, residents, and guests of owners of The Farm at Brunswick.
 - b. Exercise room hours are posted at the entrance to the Amenity Center. Persons inside the exercise room outside of the posted hours will be considered trespassing.
 - c. Persons under sixteen (16) years of age must be accompanied by an adult at least eighteen (18) years of age during their entire stay in the exercise room.
 - d. Equipment must be wiped clean after each use.
 - e. Food is NOT allowed in the exercise room.
 - f. Beverages other than bottled water are NOT allowed in the exercise room.
 - g. Glass and glass containers are NOT allowed in the exercise room.
 - h. Smoking is NOT allowed in the exercise room.
 - i. Wet bathing suits are NOT allowed in the exercise room.
 - j. Loitering in or around the exercise room is NOT allowed.
 - k. Any violation of the exercise room rules will result in the deactivation of the owner's access card.

C-5. Firearms

Use or discharge of firearms is NOT allowed anywhere within the community, this includes all streets, common areas and individual lots.

C-6.

Fireworks

Use or discharge of firecrackers or other fireworks is NOT allowed anywhere within the community, this includes all streets, common areas and individual lots.

C-7.

Lakes, Ponds, Streams and Other Bodies of Water

- A. All lakes, ponds, streams and other bodies of water are intended for the benefit and use of all owners, residents and resident guests of The Farm at Brunswick.
- B. All lakes, ponds, streams and other bodies of water are considered common area owned and maintained by the Association.
- C. The Association shall not be responsible for loss, damage or injury to any person or property arising out of the authorized or unauthorized use of any body of water within or adjacent to The Farm at Brunswick.
- D. Owners of lots that directly adjoin any lake, pond, stream or other body of water may not do anything to restrict public access to the body of water or common ground around the body of water.
- E. Alcoholic beverages of any kind are NOT allowed around or on any lakes, ponds, streams or other bodies of water.
- F. No firearms allowed.
- G. No fireworks allowed.
- H. Use of lakes, ponds, streams or other bodies of water within or adjacent to The Farm at Brunswick is subject to the following:
 - a. Swimming, boating, use of personal flotation devices or other active use of lakes, ponds, streams or other bodies of water is NOT allowed.
 - b. Fishing from shore of lakes, ponds streams or other bodies of water is allowed with appropriate licenses. The Farm at Brunswick utilizes a catch and release policy.

C-8.

Playground

- A. The playground is intended for the benefit and use of all owners, residents and guests of owners and residents of The Farm at Brunswick.
- B. The Association shall not be responsible for loss, damage or injury to any person or property arising out of the authorized or unauthorized use of the playground.
- C. Alcoholic beverages of any kind are NOT allowed in the playground.
- D. No firearms allowed.
- E. No fireworks allowed.
- F. Use of the playground is subject to the following rules:
 - a. Use of the playground is limited to owners, residents and guests of owners of The Farm at Brunswick.

- b. Playground hours are posted at the entrance to the playground area. Persons inside the playground area outside of the posted hours will be considered trespassing.
- c. Only children aged twelve (12) and under may use the playground and equipment.
- d. Children must be accompanied by an adult at least eighteen (18) years of age during their entire stay in the playground area.
- e. Use of the facility for purposes other than for what is intended is NOT allowed.
- f. Loitering in the playground area is NOT allowed.

C-9.

Swimming Pool

- A. The swimming pool is intended for the benefit and use of all owners, residents and guests of owners and residents of The Farm at Brunswick.
- B. Use of the swimming pool, its equipment and facilities is at the RISK of the individual user. The Farm at Brunswick Homeowners Association assumes no liability for personal injury, and neither is responsible for the loss of personal property of swimming pool users.
- C. The pool area has appropriate signage indicating the hours of operation and any special rules relative to the specific pool operation. Please refer to the signs.
- D. No firearms allowed.
- E. No fireworks allowed.
- F. Use of the swimming pool is subject to the following rules:
 - a. Use of the swimming pool is limited to owners, residents and guests of owners and residents of The Farm at Brunswick.
 - b. Pool hours are posted at the entrance to the pool area. Persons inside the pool area outside of the posted hours will be considered trespassing.
 - c. Bottles, glasses or glass objects are NOT allowed in the swimming pool, or pool deck area. If glass should fall into the swimming pool, the result will be closure of the pool for an extended period for draining and cleaning. The Management Agent should be notified at once if any glass objects are seen in the pool area.
 - d. From time to time, the pool must be thoroughly cleaned by the maintenance staff and at such times, the pool and the surrounding areas will be closed. Every attempt will be made to perform this cleaning service during the early morning hours so as not to interfere with normal use.

- e. Children under fourteen (14) years of age must be accompanied by an adult at least eighteen (18) years of age during their entire stay in the pool area.
- f. Incontinent persons are NOT allowed in the pool unless using a swim diaper.
- g. Portable battery-powered transistor radios, record players or television sets may be played in the pool deck area provided they are played at a low volume so as not to disturb others.
- h. Running in the pool deck area is NOT allowed.
- i. Excessive noise on the pool deck area is NOT allowed.
- j. Pets are NOT allowed in the pool or pool area.
- k. Pneumatic floats or other paraphernalia of similar nature, except for swimming aids, are NOT allowed in the pool area. Swimming “noodles” are permitted.
- l. All bathers are must to be dressed in proper swim attire. Cut-off jeans are not allowed, as unraveling fringe can damage the filtration equipment.
- m. Diving is NOT allowed in any portion of the swimming pool.
- n. Any violation of these general swimming pool rules or any additional specific rules posted at the pool entrance will result in the deactivation of the owner's access card.
- o. Pool replacement cards and/or additional cards cost \$25.00 per card.

THE FARM AT BRUNSWICK HOMEOWNER'S ASSOCIATION ARCHITECTURAL CHANGE REQUEST APPLICATION

Please email this completed application to: kpriestley@priestleymanagement.com

Your association dues must be current and up to date to have your application considered. This application period does not begin until your fully completed application is received. An approved application is good for one year from the date of its approval.

Homeowners Name: _____

Address: _____ Lot # _____ Work Phone: _____

Home Phone: _____ Cell Phone: _____

Email Address: _____

Your architectural changes should conform to and be in harmony with design and general quality standards of the neighborhood (see Architectural Guidelines).

Licensed, bonded, insured contractor _____

Describe your architectural change project (use additional pages if necessary)

Estimated time to complete _____

Location of improvement _____

Site Plan: Include site plan and drawing.

Materials to be used

For the Architectural Review Committee or Board of Directors to approve your request you must include sample brochures of materials and color samples with this application.

Permits and placards

A copy of your Town of Carolina Shores building permit must be submitted to The Farm at Brunswick property management company prior to receiving approval to proceed and receiving a placard for your window. The placard must be placed in your front window along with the permit. When work is completed, you will need to contact The Farm at Brunswick property management company to schedule a final inspection of your project by the Architectural Review Committee.

Agreement

I understand that the Architectural Review Committee and the Board of Directors will act upon this application **within 30 days**. I also understand that this application can be denied and returned to me if it is incomplete or does not include sufficient information. Once an approval has been provided to proceed it is the responsibility of the homeowner to get any applicable building permits from the town. I cannot begin this project without the written approval of The Farm at Brunswick Architectural Review Committee and without necessary permits from the Town of Carolina Shores.

Homeowner Signature

Date

DO NOT WRITE BELOW THIS LINE

Approved by

Date

Stipulations (if any)

Impervious Calculations Worksheet Requirements

It has been determined by the County of Brunswick and the Town of Carolina Shores that any addition of any kind to an existing home will require the homeowner or its contractor, to calculate their existing impervious area and the proposed impervious area. **Impervious area means “any area that will not allow water to penetrate into the ground” including but not limited to the footprint of your existing home including garages and alcoves, patios, driveways, walkways and all areas around a pool.** If you have a pool, only the area within the pool that contains water will not be counted. If you plan to add a shed of any kind, it will be counted. In addition, the Town of Carolina Shores may require a building permit for these types of additions. You must check with the Town of Carolina Shores to make sure that a permit is not required. Also, this impervious calculation must accompany this application, or your request will not be considered by the Architectural Review Committee. If you have any questions, please contact The Farm at Brunswick property management company, Priestley Management Company.

Office: 910-509-7276

Email: kpriestley@priestleymanagement.com

Priestley Management Company

1205 Culbreth Drive Suite 100

Wilmington, NC 28405

Impervious Calculations Worksheet

The impervious area only means the square footage of the area on the ground. For example, if you are adding a patio and it is 10' x 12', it would equal 120 sq. ft. Then your impervious area would increase by 120 sq. ft. These calculations should include your garage, sunroom, alcove and any other existing area that currently touches the ground and water cannot penetrate.

For ease of calculation, we have added the following worksheet.

Existing Impervious Area

I. House	(length x width)	_____	Sq. Ft.
II. Patio	(length x width)	+ _____	Sq. Ft.
III. Walkway	(length x width)	+ _____	Sq. Ft.
IV. Driveway	(length x width)	+ _____	Sq. Ft.
V. Other		+ _____	Sq. Ft.
Total Existing Impervious Square Feet		= _____	Sq. Ft.

Proposed Impervious Area

I. Patio or expansion	(length x width)	_____	Sq. Ft.
II. Walkway	(length x width)	+ _____	Sq. Ft.
III. Shed	(length x width)	+ _____	Sq. Ft.
IV. Driveway expansion	(length x width)	+ _____	Sq. Ft.
V. Other		+ _____	Sq. Ft.
VI. Other		+ _____	Sq. Ft.
Total Impervious Area		= _____	Sq. Ft.



THE FARM AT BRUNSWICK HOMEOWNERS ASSOCIATION, INC. AMENITY FACILITY RESERVATION FORM AND AGREEMENT

Use of The Farm at Brunswick Amenity Center ("Amenity Center") is available to Owners within the subdivision and/or their lessees (collectively, "Residents") for private parties, meetings, or events ("Events"). Residents may reserve the Amenity Center for an Event by making arrangements with The Farm at Brunswick Management Company ("Management Company") using this Reservation Form and Agreement ("Agreement"), which sets forth Residents' responsibilities and releases and indemnifies The Farm at Brunswick Homeowners Association, Inc. ("Association") from liability in connection with use of the Amenity Center. Reservations shall be made on a first come, first serve basis.

1. Impermissible Activities. The Amenity Center may not be used for any gatherings which allow access to the general public. Commercial activities may neither be carried out nor promoted in these facilities. No endorsement by the Association of any social, political, religious or commercial issue or viewpoint shall be stated or implied in any manner.

2. Rental Period. Events at the Amenity Center hosted pursuant to this Agreement may begin no earlier than 7:00 a.m. and must end by 10:00 p.m. the day of the rental (the "Rental Period"). Events taking place over multiple days are permitted, but all activities in connection with the Event must conclude by 10:00 p.m. each day of the Event.

3. Good Standing. All Residents seeking to rent the Amenity Center must be current on all amounts owed to the Association.

4. Resident's Responsibilities. As acknowledged below, the Residents requesting a reservation for exclusive use of the Amenity Center are responsible for the following:

- a. Adherence to NC Fire Code;
- b. Adherence to the Declaration of Creation of the Farm at Brunswick, a planned community
- c. Ensuring that the Resident and the Resident's guests will not create any unreasonable disturbance to other residents, such as excessive noise;

- d.** Conduct of those using all the Amenity Center in connection with an Event, including residents, guests and third-party vendors;
- e.** Clean-up and disposal of all trash off site after use of the Amenity Center, and leaving the Amenity Center, including bathrooms located within the Amenity Center, in the condition that existed prior to the Event. Clean-up must be completed within one (1) hour of the conclusion of the Rental Period;
- f.** Cost of all clean-up to the Amenity Center following the Event. All cleaning supplies, including a vacuum, must be provided by the Residents;
- g.** Cost of all damages to Amenity Center during the Resident's Rental Period, or during set up or disassembly for the Event, to the extent such damage is caused by the Resident, the Resident's guests, or a third-party vendor in connection with the Event;
- h.** Refraining from using nails, pins, staples, tape or other fastening device on any walls, ceilings, or floors of the Amenity Center;
- i.** Ensuring all furniture and decorations are returned to their original placement following the Event;
- j.** Reporting any damage or non-operational equipment to the Management Company;
- k.** Keeping the doors and gates to the Amenity Center closed at all times;
- l.** Remaining on the premises of the Amenity Center during the entirety of the Rental Period.

5. Usage Fee. A non-refundable deposit in the amount of One Hundred and No/100 Dollars (\$100.00) per calendar day is required for the reserved, exclusive use of Amenity Center for the Resident's Event ("Usage Fee"). Check should be made payable to The Farm at Brunswick HOA.

6. Damage Deposit. In addition to the check required to rent the facility, a damage deposit check in the amount of One Hundred and No/100 Dollars (\$100) is required at the time of making your reservation. Check should be made payable to The Farm at Brunswick HOA. The deposit check will be returned if there is no cleaning or repair cost after Management Company inspects the premises following the Event. Renters should bring their own cleaning products and utensils for clean up following the event.

7. Alcohol Policies. By signing this Agreement, the Resident agrees that, during the Event, no alcoholic beverages will be served to any person at any time on the premises of the Amenity Center. The Resident further agrees that, should any alcohol be consumed at the Amenity Center during the Event in violation of this provision, the Resident shall hold the Association and its members, officers, directors, committee members, managers, agents, contractors, employees, representatives, successors, and assigns (collectively, the "Released Parties") harmless from any alcohol-related damages, injury or accidents occurring to the Resident and his or her guests.

8. Personal Property. All personal property brought to the Amenity Center in connection with the Resident's Event is brought at the sole risk of the Resident reserving the Amenity Center as to the property's theft, damage, or loss. The Resident acknowledges and agrees that that the Released Parties shall have no liability or obligation to the Resident with respect to, arising

from, related to, or in connection with the Resident's reservation and use of the Amenity Center or the personal property of the Resident or the Resident's guests brought or left in the Amenity Center.

9. Release. The Resident reserving and using the Amenity Center hereby irrevocably, unconditionally, and forever releases, acquits, quitclaims, and discharges the Released Parties from any and all liabilities, charges, actions, complaints, causes of action, claims, obligations, promises, controversies, damages, suits, proceedings, expenses, and demands of any kind or nature whatsoever, whether currently known or unknown, suspected or unsuspected, currently existing or arising or accruing in the future based upon, arising out of, related to, or connected in any way with the Resident's reservation and use of the Amenity Center for an Event.

10. Indemnity. The Resident agrees to indemnify, defend, reimburse, and hold harmless, at the Resident's sole cost, the Released Parties for, from, and against any and all claims, losses, costs, damages, judgments, actions, liabilities, obligations, or expenses, which may be threatened against or incurred or undertaken by any one or more of the Released Parties, whether currently known or unknown, liquidated or contingent, currently existing or arising or accruing in the future based upon, arising out of, related to, or connected in any way with the Resident's reservation and use of the Amenity Center or any collateral matters thereto, including, without limitations, medical treatment and transportation provided in the event of an emergency.

11. Miscellaneous. The Resident agrees that the terms of release and indemnity contained herein are intended to be as broad and inclusive as permitted by law. Any provision of this Agreement found to be invalid shall be invalid only with respect to such provision or portion. This Agreement (i) may not be assigned or transferred, in whole or in part, by operation of law or otherwise, by the Resident without the prior written consent of the Association, and (ii) may not be amended or modified, by course of conduct or otherwise, except in a writing duly executed by each of the parties.

12. Tenants. For individuals who are tenants of homeowners, the following is required to reserve the Amenity Center:

- a. Copy of current lease agreement with homeowner.
- b. Special Use/ Special Event Insurance in an amount not less than One Million and No/100 Dollars (\$1,000,000.00), shall be obtained prior to commencement of the event, and maintain through the conclusion of the Event. The liability insurance policy shall identify The Farm at Brunswick HOA as an additional insured party.

I have read and agree to the above regulations, policies, terms of release and indemnity, and all other policies and regulations provided by the Association.

Name of Resident: _____

Date: _____ Signature of Resident: _____

Phone #: _____ Address: _____

Date(s) of Event: _____ Hours of Event: _____ a.m./p.m. to _____ a.m./p.m.

Approximate Number of Guests: _____

Reason for Reservation _____

Circle One: Owner Tenant (copy of lease and proof of insurance is required)

Chairs are available for use during an Event. A key to unlock chairs at the Amenity Center may be obtained from the Management Company on the date of the Event. The key must be returned to the Management Company no later than twenty-four (24) hours following the conclusion of the Event. The Resident is responsible for unlocking and setting up chairs for the Event.

Number of Chairs needed: _____

FOR MANAGEMENT COMPANY USE ONLY:

Usage fee/ non-refundable deposit received (\$100 per calendar day of rental):
_____ (date), _____ (amount), _____
(check number).

Damage deposit received (\$100 per event): _____ (date),
_____ (amount), _____ (check number)

Damage deposit refund (return or destroy check): _____ (date of
refund) OR _____ (date and
explanation of charges against deposit, if applicable).

For Tenants Only:

• **Proof of Liability Insurance at a minimum of One Million Dollars (\$1,000,000.00) has been obtained for the event. Circle One: Yes No**

• **Copy of current lease agreement has been provided. Circle One: Yes No**

This Reservation Form has been approved and logged on The Farm Event Calendar on the website on _____ (date) by _____ (name of individual).

This Reservation Form has been denied on _____ (date) by _____ (name of individual) because:

