

SUMMERHOUR

RULES

AND

REGULATIONS

April 2026

RULES AND REGULATIONS

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I. INTRODUCTION

Summerhour is designed to respect the visual character of its site, minimize environmental impacts and maximize water and energy conservation principles. To preserve and enhance these principles, these Rules and Regulations are established to maintain certain standards by which the Community may grow and develop.

The Rules and Regulations provide an overall framework to allow the Community to develop and progress in an orderly, cohesive and attractive manner, implementing planning concepts and philosophy which are required by regulatory agencies and desirable to residents. The Rules and Regulations include minimum standards for the design, size, location, style, structure, materials, color, mode of architecture, and mode of landscaping and relevant criteria for the construction or addition of improvements of any nature. They also establish a process for judicious review of proposed new developments and changes within the Community.

The Rules and Regulations have been adopted by the Board of Directors of **Summerhour Homeowners Association, Inc.** (“Association”) pursuant to the Declaration of Covenants and Restrictions for Summerhour (hereinafter, as may be amended and/or supplemented from time to time, the “Declaration”). The Rules and Regulations will be enforced by the Board of Directors of the Association as outlined in the Declaration. The Reviewing Entity shall be the Board of Directors or such other committee which the Board of Directors has established and empowered in writing to perform specific functions and make recommendations to the Board of Directors.

To the extent that any government ordinance, building code or regulation requires a more restrictive standard than that found in these Rules and Regulations or the Declaration, the government standards shall prevail. To the extent that the local ordinance is less restrictive than these Rules and Regulations, and any standard contained therein, or the Declaration, these Rules and Regulations and the Declaration shall prevail.

Owners are responsible for all cleanup of any improvement project. All debris, sod, soil, etc. shall be removed from the Lot and hauled to the proper waste sites. If the project causes damage to any neighboring property, public or private, the owner is responsible for any necessary repairs.

II. RESIDENTIAL RULES AND REGULATIONS

A. Architectural Character

1. The architectural design of all additions, alterations, and renovations to the exterior of an existing Home shall strictly conform to the design of the original Home in style, detailing, materials, and color. Any such improvement shall be made only after an Application is given to the Reviewing Entity, and written approval is obtained/received from, the Reviewing Entity.

2. Pursuant to the Declaration, the Board of Directors may amend the Rules and Regulations, which shall apply to all regulated work within the Summerhour Property. Once requests have been submitted and approved by the Reviewing Entity, and modification has commenced, any subsequent changes of the Rules and Regulations shall not affect or delay the approved project. Any work that has commenced prior to the approval of the Reviewing Entity not conforming to the Declaration will not constitute approval of the project.
3. The height of any addition to an existing Home shall not be higher than the original ridgeline. No alterations or improvements shall be approved if the proposed roof pitch varies from the original constructed pitch of the roof.
4. All additions to Homes shall be built within the building setback lines originally established or as modified by Pulte Homes with the requisite approval of the County, regardless of any more lenient requirements of any local governmental authority.
5. All materials used in maintenance, repair, additions and alterations shall match those used by the Pulte Homes as to color, composition, type, and method of attachment. The Reviewing Entity may allow substitute materials if such materials are deemed by the Reviewing Entity in its sole discretion to be compatible with the theme of the Community.
6. Window treatments must be backed in white or off-white including, but not limited to, shades, drapes or curtains. Blinds and/or shutters may be white, off white. Other colors of blinds/shutters (*e.g.*, brown stain) will be reviewed on a case by case and approval will be determined by the Board. The use of foil, paper, plastic, towels, sheets, or any other temporary covering will not be permitted.
7. Decorative components added to the exterior of the Home (*e.g.*, door ornaments, wreaths, potted plants, and porch decorations) shall conform to Community-wide standards. The Reviewing Entity reserves the right to limit the number of decorations.
8. Altering the original condition of a Home's exterior will void its warranties from Pulte Homes.
9. No additions, alterations or renovations shall be permitted if it is determined to have an adverse material impact upon neighboring property and/or the Community. The size of any project shall be determined by the available space per Lot subject to any and all easements. The Reviewing Entity reserves the right to limit the size and location of certain modifications.

B. Drainage

1. When any additions, alterations, or renovations are performed to an existing Home, the established Lot drainage shall not be altered.
2. Any owner or occupant who changes the existing grading or drainages shall be liable for all costs and expenses of repairing such changes, or any costs, liabilities, damages or causes of action arising out of such changes.
3. All roof drainage shall drain to the ground solely within the deeded Lot area and may not be discharged closer than five feet (5') of any neighboring property. Any project (including downspouts) that materially increases drainage of storm water onto adjacent property must receive the consent of the owner(s) of the affected property. Drain lines that direct roof drainage must be approved by the Reviewing Entity and will comply with the following standards:
 - a. A drain line plan with pipe sizes, discharge locations, emitters, and existing drainage patterns must be submitted on a site plan of the property to the Reviewing Entity for consideration.
 - b. No discharges of storm water may be closer than five feet (5') to any neighboring property.
 - c. Air gaps must be provided between downspouts and drain line extensions.
 - d. Drain line extensions may not discharge water directly perpendicular to a neighboring property or an existing drainage flowline. Drain line alignments shall be set so that discharge water flows in the same basic direction as existing flowlines on the Lot. Emitters, water disbursement, and/or erosion control measures must be provided to eliminate erosion of the soil on the Lot.
 - e. Roof drain downspouts, or any surface runoff or groundwater shall never be connected directly or indirectly to any public sanitary sewer system.
 - f. Gutters and downspouts shall match those originally installed in color and composition.

C. Storm Doors

1. All storm door additions must be full glass or full glass self-store. If installed on the front, these doors must match the color of the doorframe trim, the front door, or white. If installed on the back door, the door trim must match the color of the trim of the Home. If other than clear glass is desired, a photograph of the front of the Home may be required with the Application. Security doors are prohibited.

D. Landscape Requirements

1. Certain areas have been designated as open space, common areas, wetlands or preserved on the Subdivision Plats and shall be maintained as required by regulatory authorities and as described in specific permit conditions and in the Declaration. No owner or resident may mow, fertilize, apply pesticides to, maintain, alter or modify any area not owned by the owner, including areas set aside as open space or preserve. Without limiting the foregoing, owners and residents are reminded that certain portions of the common area may be subject to restrictive covenants as required by the U.S. Army Corps of Engineers, and such covenants prohibit clearing, trimming and other forms of disturbance of the natural vegetation and grade. These prohibitions are carried through in the Declaration, and owners and residents must abide by these provisions and applicable law.
2. It will be the responsibility of each owner to replace (as necessary) all landscaping on the Lot and adjoining parkway from the front Lot line to the back of the street curb. This includes any additions made to the Lot by the owner. The owner will remain ultimately responsible for all landscape replacements including any additions made by the owner.
 - a. Individual plantings of vegetables and other seasonal plantings, which do not exceed thirty-six inches (36") in height, do not require the approval of the Reviewing Entity; provided, however, all such plantings are within the rear yard, in existing beds, and not in view from the street. Front yard plantings will require written authorization from the Reviewing Entity and the Reviewing Entity may, in its sole discretion, deny any such plantings in the front yard.
 - b. No such plants exceeding thirty-six inches (36") in height shall be permitted anywhere on the Lot unless otherwise approved by the Reviewing Entity.

- c. Plantings of trees, shrubs, groundcovers, perennials, grasses and vines shall take into account future growth and be at a reasonable distance from foundation walls and adjacent property lines.
- d. The ground surfaces of all portions of the Lot covered with either turf or ground cover. Where turf is used within the Lot, Bermuda or Zoysia grass to match the turf originally installed should be used for replacement. Approved inert materials are described in Appendix A.
- e. No decorative rock shall be permitted as ground cover, including but not limited to, white, red, black, and lava rocks. Ground cover or inert material shall not be used to spell out names, nicknames, names of states, city athletic teams, slogans, states, emblems, geometric patterns or any other communication. Earth tone colored manufactured stone, natural stone or bricks mortared together, interlocking or properly secured are permitted as bed edging-materials and landscape curbing (continuous formed concrete) may also be used. All edging materials shall not exceed four inches (4") high from the top of the landscape bed. The Reviewing Entity reserves the right to limit the number of stones or boulders used as decoration in a landscape.

E. Concrete, Asphalt or Paver Additions

- 1. No concrete, asphalt or pavers may be in the driveway areas or installed on the Lot other than that which is initially included with the Home without written approval from the Reviewing Entity. The Reviewing Entity may, as determined in its sole discretion, permit pavers with a maximum width of eighteen inches (18") on each side of the driveway from the garage to the sidewalk on the Lot.
- 2. Owners are responsible for all cleanup of their projects. All debris, sod, soil, etc. is to be removed and hauled to a proper waste site outside of the Community. It is prohibited to dump waste on the common areas.
- 3. If the project causes damage to the owner's property, neighboring property or common area, the owner is responsible for any necessary repairs or restoration.

F. Lawn Accessories

- 1. Fountains and water features shall be limited in height to four feet (4') above the natural grade of the Lot. Any fountain shall be of natural material, color and design, each of which is compatible with the overall architectural theme of the Community. Fountains and water features

shall be permitted only within the rear yard and not in view of the street. The design of these features should discourage the formation of stagnant pools of water.

2. Decorative components such as statues and artifacts shall be limited in height to four feet (4') above the natural grade of the Lot. Statues and artifacts will be allowed in the front and rear yard of the Lot if they meet the following criteria:
 - a. Seasonal statues, artifacts, lighting and other decorative landscaping items may be allowed in the front and rear yard within thirty (30) days prior to, and ten (10) days after a holiday season. In the sole discretion of the Reviewing Entity, this time period may be extended due to extreme weather conditions. During such extended period, lighting may not be illuminated.
 - b. Plastic statuary and yard ornamentation will not be allowed. Plastic pots compatible with the overall architectural theme of the Home will be permitted.
 - c. No ornaments or statuary shall be attached to the Home unless otherwise approved by the Reviewing Entity.
 - d. The Reviewing Entity reserves the right to limit the number of statues and artifacts on the Lot.
 - e. The Reviewing Entity reserves the right to require screening of statues and artifacts from neighboring Lots or the street or deny the placement of any items above in the front yard.
3. Landscape architectural features shall include such items as benches, planters, yard lights, gas fire pits, etc. that are an integral part of a landscape architectural design. Drawings must be provided to the Reviewing Entity, which clearly shows the location, size, and materials planned for these features. In addition, a photograph of the Home and the relationship of the feature to the existing or proposed landscape must accompany the submittal. Landscape architectural features will be located solely in the rear yard of the Lot unless expressly permitted otherwise in writing by the Reviewing Entity.
4. There shall be no stand-alone flagpoles allowed on Lots. One flag, however, may be flown on an owner's property. The one flag displayed on the owner's property, whether The United States flag or a seasonal/decorative flag, may be displayed by a bracket attached to the Home. The flag may be up to three feet by four feet (3' x 4') and on a removable pole no longer than five feet (5'). Proper flag etiquette must be observed, and no flag may not be torn, tattered, faded or of a

controversial type as determined in the sole discretion of the Reviewing Entity. Any decorative signs or banners require the prior written approval of the Reviewing Entity.

5. Any screening of ground-mounted equipment (*e.g.*, the air conditioning unit) shall be of a material and color compatible with the design of the Home; ***however, in no event shall plastic sheeting be used for screening.*** All screens (*e.g.*, landscape structures, fences, or plant materials) shall be located at a minimum of two feet (2') from the equipment to allow for adequate air circulation around the equipment, however, it may not encroach or trespass onto neighboring property.

G. Lawn Maintenance

1. The use of solid plastic sheeting or polyethylene overground areas will not be permitted. If landscape fabric is used, it must allow the free flow of water, air, and gases to and from the soil.
2. Pruning trees must follow nursery standards. Tree topping, which leaves limbs and branches greater than one-half inch (1/2") in diameter exposed, will not be allowed.
3. Lawns must be kept in a neat manner.

H. Yard Fences

1. Fences will be allowed to start ten feet (10') maximum up from the rear corner of the Home, extend to the left/right property line and run along the side property lines and across the rear property line. Variations to the above will be considered on a case-by-case basis. Fence locations for Lots with drainage easements, severe topography, etc. will be considered on a case-by-case basis. Fences on corner Lots will be required to keep the fence eighteen feet (18') from the back of the curb on the street side unless otherwise approved by the Reviewing Entity. Fences must be maintained and kept in good condition. The Reviewing Entity may require the fence to be pressure washed and/or stained should the fence become unsightly.
2. It shall be the duty of the Reviewing Entity to maintain in effect a standardized design of fence(s) that may be erected upon any Lot. The standardized fence design(s) are referred to as the "Approved Fence Details" contained in Appendix C. Exterior Lots will have an option of using the fence detail solely on the rear of the property as shown in Appendix D in lieu of the wood privacy fencing. Chain link fencing shall not be permitted. A site plan showing fence alignments must be submitted for approval prior to construction in accordance with the

review procedures hereof. Fences must be professionally installed. Approved fences are all subject to the following terms and conditions:

- a. To the extent a fence is constructed within a drainage or access easement, all owners acknowledge and understand that the fence may be removed by the Association, governing municipality, or agents acting on their behalf, if necessary for maintenance or repairs as determined in the Association's or governing municipality's sole discretion with or without notice. Further, all owners understand that to the extent that all or a portion of a fence is removed, the owner shall be responsible for all costs or expenses to repair or rebuild the fence.
 - b. All owners understand that agents acting on behalf of the Association or the governing municipality may access any Lot at any time to inspect, repair, and/or maintain a drainage or access easement area.
 - c. All owners understand that to the extent a fence stops short of the property line or easement area for their Lot, a neighboring/adjacent owner may tie in or connect to the fence to avoid gaps or strips between fences.
 - d. All owners are responsible for ensuring that fences located solely on their property are constructed in compliance with all laws and ordinances, including, without limitation, construction in any easement areas are in compliance with all local laws and ordinances.
3. Landscape plans which have the effect of creating a "living fence" outside the area eligible for walls or fencing, as described above, will not be approved.
 4. Invisible fencing may be used for the restraint of pets in the rear yard. All wiring must be buried no less than six inches (6") inside the Lot's property lines. No alterations of the yard grade shall be permitted from the installation of such a system. Neither Pulte Homes nor the Association shall be responsible for repairing any system that is damaged by normal maintenance of the yard by the Association or their designee. Regardless of the method of restraint used, owners are responsible for assuring that their pets do not run free. Owners are liable for any damage to people or property caused by their pets.
 5. All intended fences must receive written approval by the Reviewing Entity before installation will be permitted.

I. Privacy Screens

1. Privacy screens will be allowed solely within the rear yard. Privacy screening may enclose a maximum of two (2) sides of a deck or patio area. No privacy screen shall be allowed in front or side yard area. No privacy screen may exceed seventy-two inches (72”) in height. All privacy screens must have ninety-degree (90°) corners and run parallel as well as perpendicular to the primary wall surfaces of the Home as originally constructed.
2. The approved material for a privacy screen is wood. The privacy screen must be painted the same color as the trim of the Home.

J. Trellises

1. One (1) or more trellises may be installed to shield a patio or deck. Please note, however, attaching a trellis to a Home may void applicable warranties from Pulte Homes. Trellises used to screen decks or patios may have a height greater than six feet (6’), extending to the eaves of the Home and have a maximum width of no greater than eight feet (8’). Each section of trellis must be separated by a gap, or lower section of trellis screening, at a minimum distance equal to the section of trellis. Each trellis must be designed to support plant or vine growth. Trellises must remain plumb, level, and structurally sound with continued plant or vine growth. Trellises may not be used as a substitute for a fence.
2. The approved material for trellises is wood, metal or PVC. The trellis must be painted the same color as the trim of the Home.
3. The trellis material and location must be submitted and approved. The Reviewing Entity may approve trellises on a case-by-case basis.

K. Pergolas & Arbors

1. All pergolas must be constructed of wood and must be painted or stained. Arbors must be constructed of wood or aluminum. If wood, it must be painted the same color of the trim of the Home. Detailed construction drawings (including elevations) must be submitted for all pergola and/or arbor Applications.
2. Structures permitted in this subsection K must be constructed within the rear area of the Lot and may not exceed forty percent (40%) of the width of the Home.
3. Pergolas and shade structures must be structurally sound and anchored in accordance with local building codes. Knee bracing or cross-bracing shall not be utilized on any side of the structure. When framed, the highest point of the pergola may not exceed the eave height of the Home.

4. One (1) arbor may be installed and must be structurally sound and in accordance with local building codes. Arbors may not be attached to the home nor exceed eight feet (8') in height, four feet (4') in width, and four feet (4') in depth. The arbor must be designed to support plant or vine growth and thereafter be maintained with plants or vines growing on it. As all the arbors are different, approval will be on a case-by-case basis by the Reviewing Entity.

L. Decks, Patios, Seat-walls, and Shade Devices

1. Decks should be designed in harmony with the architecture of the Home and match the materials and colors offered by Pulte Homes. All handrails, rim joists, stringers, spindles and any other vertical members shall be constructed of wood. Treated lumber can be used to construct deck flooring and understructure. Construction of decks that conflict with the established drainage pattern of the Lot will not be allowed.
2. Decks, patios and seat-walls should be designed in harmony with the architecture of the Home and match the materials and colors existing on the Home. All decks shall be stained the same color(s) as the permitted fence stain shown in Appendix C. No deck, patio or seat-wall will be constructed in a way that conflicts with the drainage pattern established for the Lot.
3. Extensions or modifications determined to have an adverse and material impact upon neighboring properties and/or the Community as a whole shall not be approved. The size of decks and patios shall be determined by the available space per Lot, within the rear yard. The Reviewing Entity reserves the right to limit the size and location of decks.
4. Man-made screens and shade devices must appear as an integral part of the Home's elevation. Materials must complement the Home and the overall architectural style of the Community. Roof-mount installation is prohibited. Awnings or similar shading devices are permitted on the rear of the Home. Awnings and shade devices must be consistent in color and material with the Home and approved by the Reviewing Entity. No advertising or logos are allowed on the awnings.
5. Free standing canvas/material gazebos and/or canopies/tents are not permitted as a permanent structure. These may be used in the rear yard for special occasions/events with prior approval from the Reviewing Entity.

M. Ancillary Equipment

1. All types of equipment shall be screened from street view and neighboring property. Screening shall be installed no less than one foot (1') above the equipment, or by plant material of adequate density to accomplish the same result; however, a screening structure or planting shall not exceed four feet (4') in height. Except for power vents for attic fans and approved lightning protection devices, roof-mounted and window-mounted equipment (including mechanical, air conditioning, and solar equipment) will not be allowed.
2. Antennas, satellite dishes or other devices for the transmission/reception of television or radio (including amateur or ham radios) signals are expected to be installed on the rear half of the Home, under the eaves. The next preferred location is on the rear portion of the roof of the Home, such that the satellite dish is installed in a location where it is as screened as possible from the street and neighboring Lots. If an owner or resident cannot obtain an acceptable quality signal in the aforementioned locations, he or she must obtain a written statement from the installer verifying that there was no acceptable quality signal in these preferred locations. The statement shall be presented to the Reviewing Entity, but it shall not delay the installation of the satellite dish. Any installation must be located solely on one Lot.
3. Swing sets are permitted in the rear yard. Swing sets must be constructed of wood and awnings are to be a solid color of navy, brown/tan or dark green. All portable play equipment, garden equipment (including houses) and lawn furniture must be stored within the rear yard and shall not be left on any other portions of the Lot.
4. No artificial vegetation shall be permitted on the exterior of any Lot. No hammock, statuary, play equipment (including, without limitation, permanent or portable basketball goals), exterior sculpture, or fountains may be erected on any Lot without the prior written approval of the Reviewing Entity.
5. In-ground basketball goals must be placed next to the driveway (the specific location subject to approval by the Reviewing Entity) and must include a black post with a clear backboard. Hoop rings shall be painted with a white rope net. Chain or wire nets are not permitted. Basketball goals shall be maintained so they are safe to use and present a neat appearance. Rust shall be promptly eliminated and broken, or missing components shall be promptly replaced. Portable basketball goals shall also be allowed if they also meet the aforementioned basketball goal criteria for in-ground basketball goals. In addition, the portable basketball goal base must be filled with appropriate material (e.g. Sand) to keep the goal stationary and weighted down. Concrete, sandbags, or similar, or any other weight, cannot be placed on the temporary

basketball goal base to keep it stationary and weighted down.

6. Please note, attaching ancillary equipment to a Home may void the applicable warranties from Pulte Homes.

N. Trash Containers and Trash Screens

1. All trash containers shall be covered and stored in the Home's garage or on the side/rear portion of a Home screened from a neighboring view or the street. Trash containers may be left out for collection at dusk on the day prior to collection and must be returned to storage by dusk on the same day of collection.
2. The Reviewing Entity may permit trash screens on Lots. A trash screen shall be located at a minimum ten feet (10') back from the front corner of the Home. The Reviewing Entity may permit or require a paver or concrete path to the trash screen area. The approved material for trash screens is wood. A trash screen shall be painted or stained to match the approved fence stain, if applicable. A trash screen shall not be constructed if it conflicts with the established drainage pattern for the Lot. The standardized trash screen design(s) are referred to as the "Approved Trash Screen Details" contained in Appendix E. A trash screen shall be constructed such that it is enclosed on a minimum of three sides (one side being the Home itself), or, as determined in the sole discretion of the Reviewing Entity, fully enclosed on all four sides if the trash containers are visible from adjacent Lots or any street in the Community.

O. Signage

The following will apply, unless otherwise restricted by the governing municipality:

1. One (1) "For Sale" sign will be permitted on any individual Lot within the Community. Such sign shall be located directly within the Lot being advertised "for sale." The overall height of the sign may not exceed six feet (6'). The sign must be removed within two (2) business days following the closing of the property, or the termination of the listing agreement.
2. "No Soliciting" and security/alarm signage shall be limited to placards or stickers not to exceed five by seven inches (5" x 7") in size placed on the front door, door frame or window near the front door, or in the mulch bed nearest the front door of the Home.
3. In accordance with the Declaration, no other signs are permitted on any Lot.

P. Landscape Lighting

Guidelines for low-voltage and decorative lighting are defined below:

1. Low-voltage lighting:
 - a. Low-voltage light fixtures may be used for low-level path lighting, up lighting, down lighting and landscape architectural accent lighting. Tree-mounted down lights shall be shielded from the street and neighbors' view.
 - b. Low-voltage fixtures shall be located and aimed carefully. Low voltage fixtures shall not constitute a nuisance or hazard to any owner or neighboring resident.
 - c. A lighting layout plan for low-voltage fixtures shall be submitted to the Reviewing Entity for review and approval. The plan shall show the existing landscaping and hard surface locations, proposed low-voltage fixture locations, and the manufacturer and light type.
 - d. Junction boxes shall be placed below grade or screened from view to minimize daytime visibility.
 - e. Low-voltage fixtures may not exceed thirty inches (30") in height.
2. Decorative lighting:
 - a. Exterior fences, building or deck-mounted light fixtures, including spotlights, floodlights, lantern lights and stair lights, shall conform to the architectural style of the Home. Light fixture enclosures shall be designed to conceal the light bulb. No lighting shall be permitted that constitutes a nuisance or hazard to any owner or neighboring resident.
 - b. Spotlights and floodlights may be installed when attached to the soffit at the eave line at the corner of a Home, and on the rear only, unless otherwise approved by the Reviewing Entity. Spotlights and floodlights must be installed and adjusted to point straight down, and they must remain in that position.
 - c. Decorative lighting fixtures may be incandescent, metal halide, mercury vapor, or high-pressure sodium or gas lamps. Colored

lamps are not allowed. If gas lamps are installed, all gas line extensions and installations must adhere to local building codes.

- d. Junction boxes and other lighting hardware shall be placed below grade or screened by landscape material to minimize daytime visibility.
- e. Post-mounted light fixtures shall not exceed a height of six feet (6') from the finished grade of the Lot. Post-mounted light fixtures shall conform to the architectural style of the Home.
- f. Seasonal lighting is permitted for illumination thirty (30) days prior to and ten (10) days after the holiday season. Seasonal lights may be installed between November 15th and January 15th, however, they may only be illuminated as prescribed above. Should extreme weather conditions become a factor in the removal of seasonal lights, it shall be in the sole discretion of the Reviewing Entity to grant an extension of the allowable time period for their removal. Extension cords shall never be located on public sidewalks.
- g. Attaching lighting to a Home may void applicable warranties from Pulte Homes.

Q. Swimming Pools and Spas

- 1. All swimming pools and spas shall generally be of the in-ground type with the exception to above ground spas not exceeding three feet (3') in height above the existing grade level of the Lot. Such spas must be adequately screened from view from the street and/or any neighboring property, including the common areas.
- 2. All swimming pool and spa equipment shall be screened from view from the street and/or any neighboring property with plant materials of adequate density. Swimming pools and spas must be constructed entirely within the rear yard of the Lot. All swimming pools and spas shall be fenced for safety as required by applicable law and installed according to the governing municipality. The Reviewing Entity may require additional plant materials to be installed to screen the swimming pool or spa from neighboring properties. Please refer to subsection M(1) above for equipment screening requirements.
- 3. Swimming pool and spa drains must connect to the street drainage. No swimming pools or spas may be drained onto the common areas or on any other neighboring Lot.
- 4.

R. Grills/Outdoor Fires

1. Built-in and portable grill units shall be for cooking only and must be located within the rear yard of the Lot. All built-in grills must be designed as an integral part of the Home. Their location must be carefully planned to minimize smoke and/or odors from affecting neighboring properties. All built-in grills must be located at least four feet (4') from any wall of the Home. Grills may utilize natural gas, propane or charcoal. No built-in grills/fireplace shall be installed without the prior approval of the Reviewing Entity.
2. Outdoor fires utilizing fire pits or chimneys are permitted in the rear yard of the Lot. Any other outdoor wood burning is prohibited, except at events on the common areas approved by the Reviewing Entity.

S. Prohibited Structures

1. Pursuant to the Declaration and/or these Rules and Regulations, the following structures shall not be permitted:
 - Stand-alone flagpoles.
 - Storage buildings or sheds.
 - Clotheslines or clothes poles.
 - Detached garages.
 - Permanent tents.
 - Canvas-material gazebos/tents (unless used for a special occasion approved by the Reviewing Entity).
 - Aboveground swimming pools and spas.
 - Bird or squirrel houses exceeding the height of the roof eaves on the Home.
 - Artificial vegetation.
 - Accessory buildings, including gazebos, greenhouses and guesthouses; and
 - Pet houses.
2. All intended structures must receive prior written approval from the Reviewing Entity before installation is permitted.

T. Summerhour Neighborhood Pool and Playground

1. The Summerhour Pool rules attached in Appendix H are incorporated into the Summerhour Rules and Regulations
2. The Summerhour Playground Rules attached in Appendix I are incorporated into the Summer Rules and Regulations.

U. Summerhour Clubhouse

1. The Summerhour Clubhouse Reservation Application is incorporated into the rules and regulations and is attached as Appendix J.

III. ARCHITECTURAL REVIEW

The architectural review process has been established to maintain the integrity of the architectural and design character of the Community. To this end, the Reviewing Entity will review all proposed additions, improvements or alterations on Homes for conformity with the Rules and Regulations. The Declaration sets forth provisions with respect to the review process, including possible delegation of certain review functions to the Architectural Advisory Committee to make recommendations to the Board of Directors.

All owners are required to submit plans to, and receive written approval from, the Reviewing Entity prior to: (1) performing additions, alterations, or modifications to existing Homes; (2) changing any exterior paint colors to the Home, a fence, or other ancillary structure; (3) major landscaping changes; (4) installing a swimming pool, spas or fence; (5) any concrete work or installation of other ancillary equipment or signage; or (6) making any other Lot improvements that are not listed in these Rules and Regulations or deviate from these Rules and Regulations. Moreover, it shall be the responsibility of all owners to comply with the standards and guidelines of Article II of these Rules and Regulations, as well as the requirements contained in the Declaration.

A. Applications

1. All owners shall submit the Application Form (Attached as Appendix K), showing the plans for the proposed improvement as follows:
 - a. For landscaping plan approval, or amendments to an approved landscaping plan, owners shall submit a copy of their landscaping plan for the Lot, including a description of all varieties and sizes of trees and shrubs, with the location of each tree and shrub clearly delineated on the plan. It will facilitate the review if owners can color code the trees and shrubs and provide a legend for the plan. If the submittal is an amendment to a previously approved landscape plan, (1) the existing trees and shrubs shall be marked on the landscape plan with a circle marked with a dashed line and a cross in the center indicating their location, and (2) the proposed additions shall be marked on the landscape plan with a circle marked with a solid line and a dot in the center indicating their location. All deleted materials shall be described as part of the submittal. The initial submittal shall also describe any proposed irrigation system, with the location of the timer box, the valves, and location of each

sprinkler head and emitter. All irrigation systems shall have an automatic timer. In the event an owner desires to install any hardscape, including, but not limited to, brick, masonry, railroad ties, wood trim, concrete, rocks or any other inert material, such items shall be clearly marked on the landscape plan and a legend shall be provided. Lots have been designed and graded to provide positive drainage from the Lot and protect environmental resources; in the event an owner's plan proposes to alter the grade of the Lot, the location of all drainage structures and the direction and slope of the water flow must be indicated on the plan. All owners shall hold harmless Pulte Homes and the Association for any and all damage to any party caused by the alteration of the grade by an owner in connection with the design or installation of that owner's proposed landscaping, including damage to the Home. Owners will also be responsible for any damage caused by any change to drainage by themselves or hired contractors.

- b. For any changes or additions to a Home, the owner shall submit a copy of the site plan for his or her Home, as well as a copy of the floor plan showing the proposed changes or additions. On such plans, the owner shall also draw and/or indicate the proposed impact to the Home's exterior elevation. If the owner has a photograph of another house or a picture out of a magazine, it should be submitted along with the Application as it may assist the review process. The Application should also contain a description of the materials the owner intends to use in the proposed changes or additions.
- c. If the change or addition affects the roof or roofline of the Home, a roof plan should also be submitted. A building cross-sectional may also be requested depending on the complexity of the change/addition.
- d. All owners are hereby advised that the governing municipality may require permits, depending on the proposed change or addition. It is the owner's responsibility to comply with all the necessary permit requirements. The owner shall also provide the Reviewing Entity with copies of any such permits if requested.
- e. Prior to requesting a permit from the governing municipality, the owner should obtain approval of any proposed change or addition from the Reviewing Entity.
- f. Any permit or approval granted by the governing municipality, however, shall not bind the Reviewing Entity with respect to approval or denial of any owner's proposed change or addition;

the Reviewing Entity shall be fully independent and will have full authority for approval or denial of any such matters.

2. The Reviewing Entity shall review such Applications without a hearing and based solely on the information contained within each Application. Every effort shall be made to respond to the owner within thirty (30) days. The decision from the Reviewing Entity shall be final on all reviews.
3. Upon completion of review by the Reviewing Entity, one (1) set of plans shall be returned to the owner accompanied by a letter indicating the decision from the Reviewing Entity and shall be rendered in one of the following three forms:
 - a. **Approved.** Approved means the entire Application submitted is approved in total.
 - b. **Conditionally Approved.** Conditionally Approved means the Application as submitted is denied; however, if the Owner fulfills the conditions provided by the Reviewing Entity it will be approved. In other words, an owner may proceed with the work, but he or she must comply with all conditions/notations on the returned Application by the Reviewing Entity.
 - c. **Not Approved.** Not Approved means the entire Application submitted is not approved and no work may be commenced by the owner.

B. Fees

Review of Applications and all landscaping plans may be subject to a nominal fee structure payable to the Association to cover the costs of review by the Reviewing Entity.

C. Building Permits

If the plans submitted by an owner require a building permit, the approval by the Reviewing Entity is not a guarantee that such plans will also be approved by the governing municipality. In addition, if the governing municipality requires a modification to such plans, such modifications must also be approved by the Reviewing Entity for the owner to remain in compliance with these Rules and Regulations.

IV. ENFORCEMENT OF THE GOVERNING DOCUMENTS

The Declaration contains the scope of authority for the Association to review and determine alleged covenant violations by owners and residents, and it also prescribes certain remedies for those violations. The Association, acting through its Board of Directors, may execute all of the enforcement remedies provided for in the Declaration and by Georgia law.

A. Violations

The Declaration prescribes the Association's authority for remedying any violation of the governing documents by an owner or resident. The Association will deliver written notice of the violation to the owner or resident, which shall include the specific nature of the violation and the necessary corrective action to be taken by the owner or resident to cure the violation. Any owner or resident who receives a violation notice shall have ten (10) days thereafter (or such longer time as the Reviewing Entity may prescribe) to cure the specified violation. If the owner or resident does not cure the specified violation within the ten (10) day timeframe, the Lot owner shall incur a Specific Assessment for each and every day that the violation continues to exist on the Lot. Please note, the enforcement rights herein are not exclusive, and the Association may utilize any other rights or remedies available to it pursuant to the Declaration or Georgia law.

B. Appeals

Any owner or resident aggrieved by a decision of the Reviewing Entity may appeal the decision if the owner or resident has modified the requested action or has new information that would, in the sole opinion of the Reviewing Entity, warrant reconsideration.

V. CHANGES AND AMENDMENTS TO THE RULES AND REGULATIONS

These Rules and Regulations may be amended unilaterally by the Board of Directors without a vote of the owners. All amendments shall become effective upon adoption by the Board of Directors and distribution to the owners. No amendment shall be retroactive to previous work or approved work in progress. No amendment to these Rules and Regulations shall change, alter or modify any provision of the Declaration, the Articles of Incorporation, or the Bylaws.

VI. LEASE PROVISIONS

Upon issuance of a Leasing Permit, an owner is allowed to lease his or her Lot provided that such leasing is in strict accordance with the terms of the Leasing Permit and the Declaration. The Board of Directors shall have the authority to establish conditions as to the duration and use of such Leasing Permits consistent with the Declaration. All Leasing Permits and Hardship Leasing Permits shall be valid only as to a specific owner and shall not be transferable between either Lots or owners of Lots, except as expressly provided for in the Declaration.

In addition, Homes may be leased only in their entirety; no fraction or portion may be leased. There shall be no subleasing of Homes or assignments of leases without prior written Board approval. All leases must be for an initial term of not less than one (1) year. Within five (5) days after executing a lease agreement for the lease of a Home, the owner shall provide the Board of Directors with a copy of the lease, the name of the lessee and all

other people occupying the Home and identify the commencement date and the termination date of the lease. The owner must provide the lessee copies of the Declaration, Bylaws, and the rules and regulations and obtain from the lessee a written acknowledgement (in the lease agreement or a separate instrument) an agreement by the lessee (on behalf of lessee and all other occupants of the Home) to comply therewith and be bound thereby (the "Lessee Acknowledgement"). Nothing herein shall be construed as giving the Association the right to approve or disapprove of a proposed lessee.

VII. AUTHORIZATIONS

These Rules and Regulations are hereby adopted by the Board of Directors of the Association. These Rules and Regulations may be amended and/or supplemented from time to time by the Board of Directors. The Reviewing Entity, whether expressly or implicitly noted herein, may review all Applications on a case-by-case basis and, as determined in its sole discretion, grant or deny a proposed request. Notwithstanding anything to the contrary contained herein, the Reviewing Entity shall also be authorized to grant individual variances from any of the provisions of these Rules and Regulations if it determines that the waiver in a particular case is dictated by unique circumstances, such as, but not limited to, topography, natural obstructions, hardship, or aesthetic or environmental considerations, and it would not be inconsistent with the overall architectural or design scheme within the Community.

Appendix A

APPROVED INERT MATERIALS

Approved inert materials shall include those described below and other materials as may be approved by the Reviewing Entity, from time to time. Determination of whether material is acceptable for inclusion in any specific situation shall be made by the Reviewing Entity and shall be in writing. Currently approved materials are as follows:

MULCH/BARK/PINE STRAW

Brown or black hardwood shredded mulch/bark and pine straw may be approved as inert ground cover and used in beds. Stone mulch is not permitted.

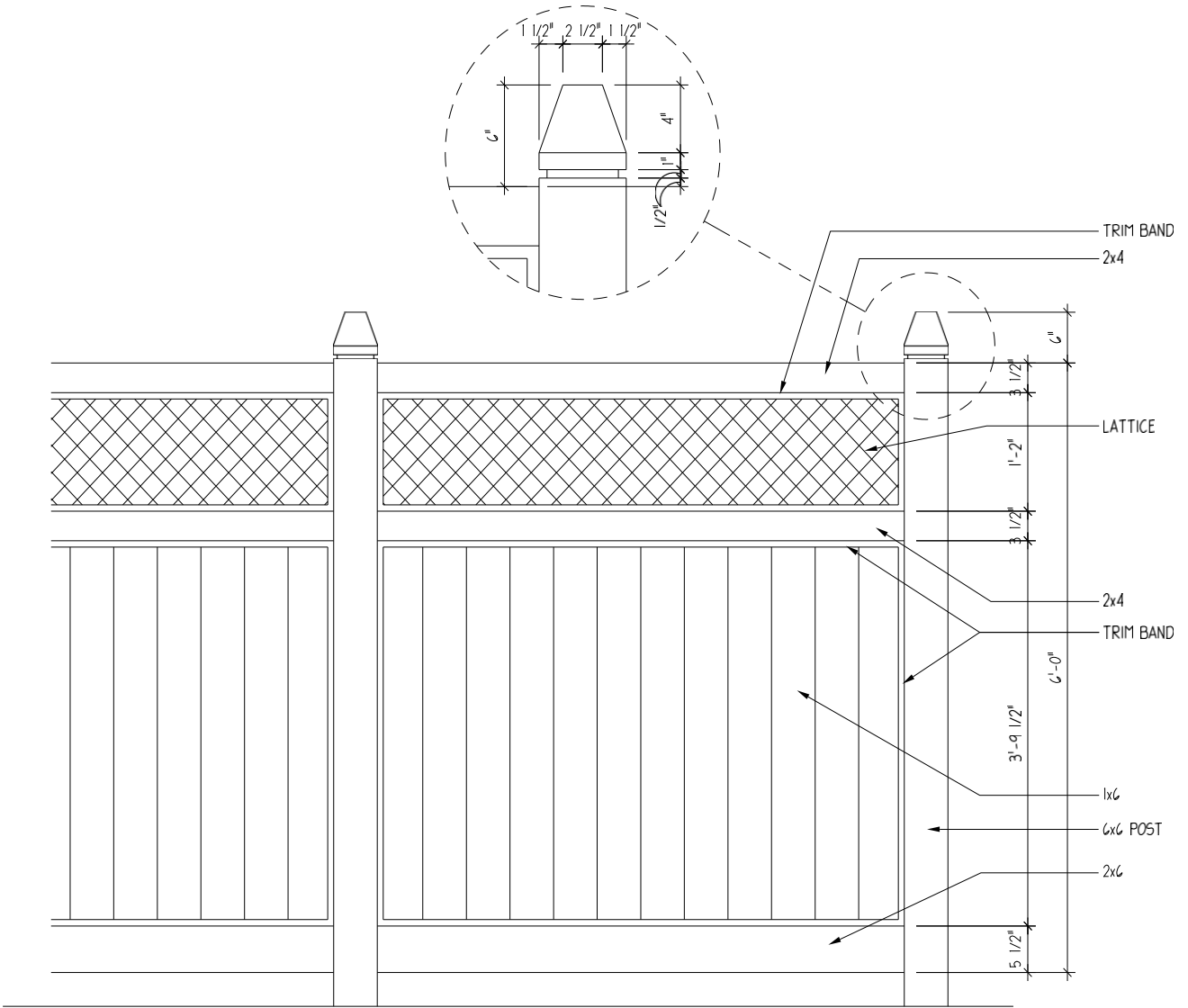
DECORATIVE ROCK MATERIAL

Decorative rock shall not be permitted as ground cover. Categories of decorative boulders are approved as follows:

- Moss Rock
- Tan Limestone
- Tan Sandstone
- Granite

Appendix B

PRIVACY SCREENS

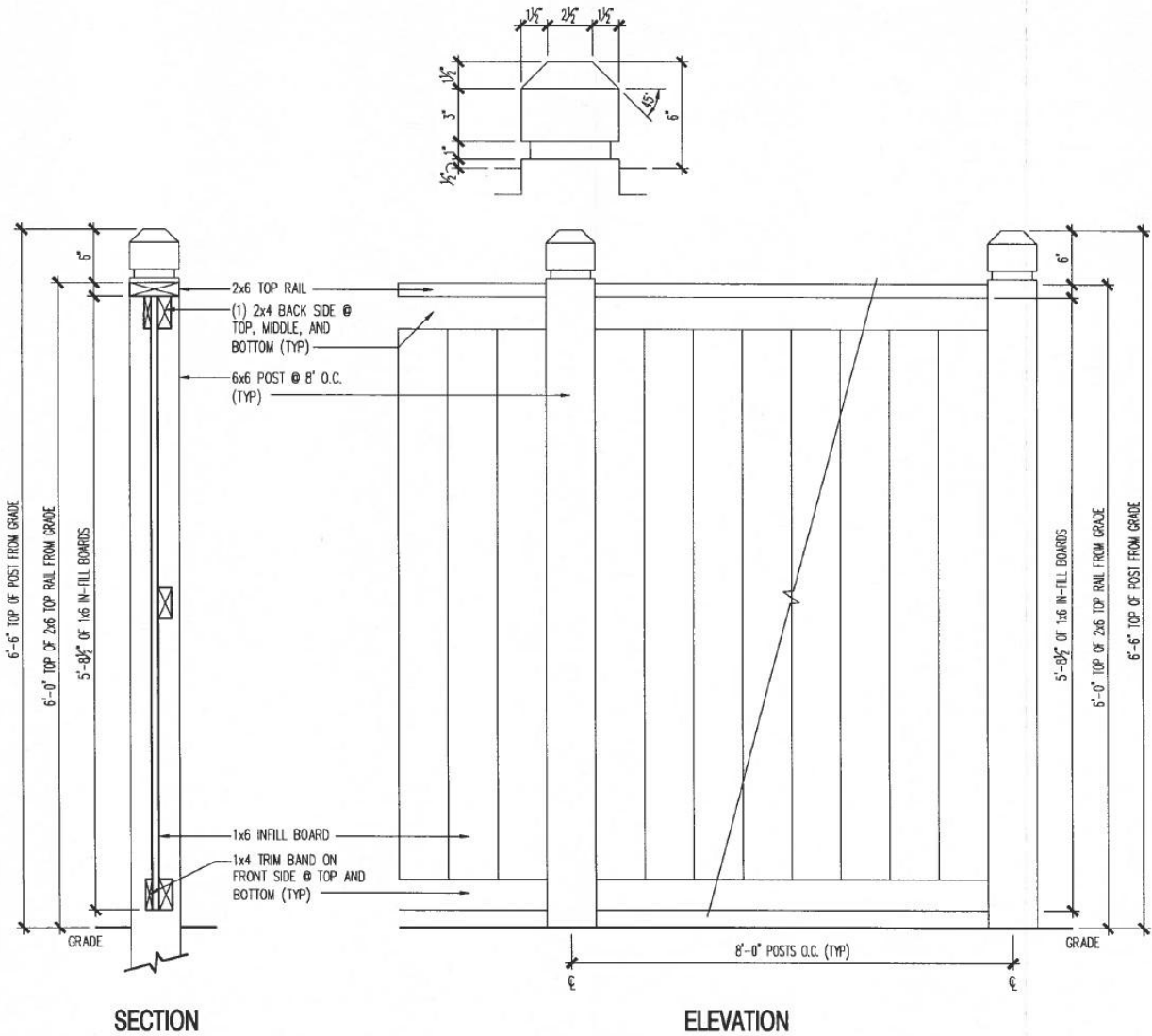


PRIVACY SCREEN

Appendix C

APPROVED FENCE DETAILS

(If stain is to be used, stain color is to match Sherwin Williams SW3518 – “Hawthorne” or Sherwin Williams SW3573 – “Tavern Oak”.)



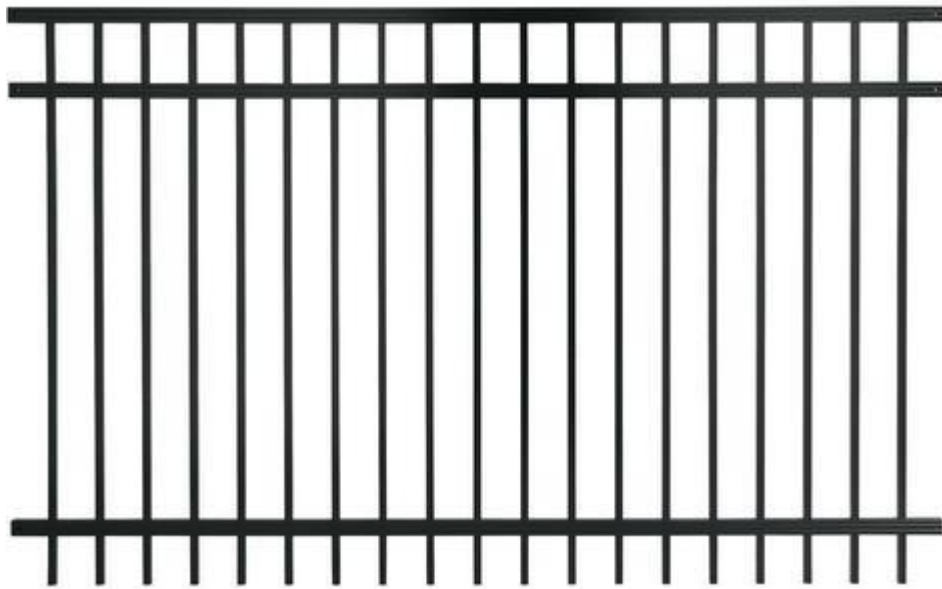
YARD FENCE DETAIL "B"

SCALE: 1" = 1'-0"

Appendix D

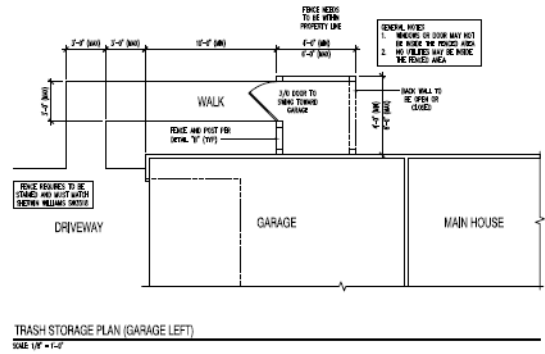
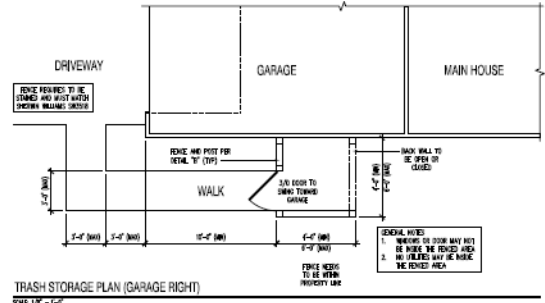
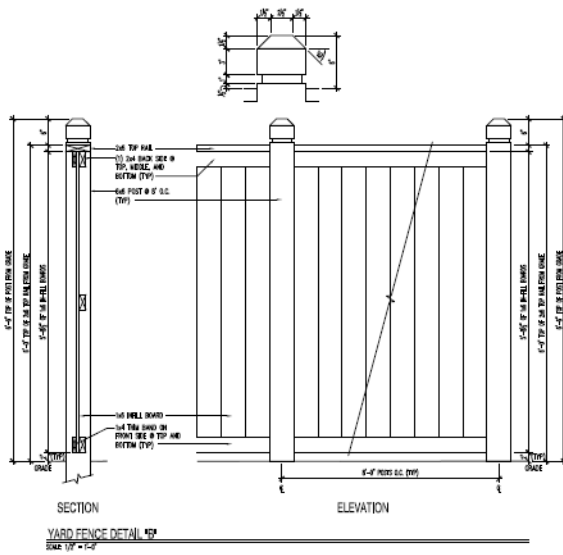
APPROVED FENCE DETAILS – OPTION FOR EXTERIOR LOTS ONLY

REAR SECTION OF FENCE (6')



Appendix E

APPROVED TRASH SCREEN DETAILS



Appendix F
LEASE PERMIT APPLICATION

This Leasing Permit Application (“Application”) is made this _____ day of _____, 20____, by _____ (“Owner”), who owns the following Lot within Summerhour, _____ (the “Lot”), located at _____ (“Address”). Owner desires to lease Owner’s Lot per Article VII, Section 14 of the Declaration of Covenants and Restrictions for Summerhour (“Declaration”).

Upon issuance of a Leasing Permit, Owner is allowed to lease his or her Home provided that such leasing is in strict accordance with the terms of the Leasing Permit or Hardship Leasing Permit and Article VII, Section 14 of the Declaration. The Board of Directors shall have the authority to establish conditions as to the duration and use of such Permits consistent with this Section 14. All Leasing Permits and Hardship Leasing Permits shall be valid only as to a specific owner of a Home and shall not be transferable between either Homes or owners of Homes (except as specifically permitted pursuant to Article VII, Section 14(b)(A)(1), (2) or (3)).

Leasing Provisions. Homes may be leased only in their entirety; no fraction or portion may be leased. There shall be no subleasing of Homes or assignment of leases without prior written Board approval. All leases must be for an initial term of not less than one (1) year. Within five (5) days after executing a lease agreement for the lease of a Home, the owner shall provide the Board of Directors with a copy of the lease, the name of the lessee and all other people occupying the Home and identify the commencement date and the termination date of the lease. The owner must provide the lessee copies of the Declaration, Bylaws, and the rules and regulations and obtain from the lessee a written acknowledgement (in the lease agreement or a separate instrument) an agreement by the lessee (on behalf of lessee and all other occupants of the Home) to comply therewith and be bound thereby (the “Lessee Acknowledgement”). Nothing herein shall be construed as giving the Association the right to approve or disapprove of a proposed lessee. A Leasing Permit shall be automatically revoked upon the happening of any of the following events: (A) the sale or transfer of the Home to a third party (excluding sales or transfers to (1) an owner’s spouse, (2) a person cohabitating with the owner, and (3) a corporation, partnership, company, or legal entity in which the owner is a principal); (B) the failure of an owner of a Home to lease his Home within one hundred eighty (180) days of the Leasing Permit having been issued; or (C) after a Home shall have been leased in accordance with the requirements of Article VII, Section 14 of the Declaration, such Home shall become unleased and shall remain unleased for a period of ninety (90) days. If current Leasing Permits have been issued for twenty-five percent (25%) or more of the total number Homes, no additional Leasing Permits shall be issued (except for Hardship Leasing Permits) until the number of outstanding current Leasing Permits falls below twenty-five percent (25%) of the total number of Homes. An owner of a Home who has been denied a Leasing Permit shall automatically be placed on a waiting list for a Leasing Permit and shall be issued the same if he so desires when the number of current outstanding Leasing Permits issued falls below twenty-five percent (25%) or less of the total number of Homes. The issuance of a Hardship Leasing Permit to an owner of a Home shall not cause the owner of a Home to be removed from the waiting list for a Leasing Permit.

OWNER:

Signature Date _____

Signature Date _____

(For Association Use Only)

Application Received By: _____ Date: _____

Permit APPROVED: _____ Permit DENIED: _____ If DENIED, reason: _____

Permit Issued By: _____
Signature Title

Appendix G

LESSEE ACKNOWLEDGEMENT

This Lessee Acknowledgement shall become incorporated in and a part of the Lease Agreement entered _____ day of _____, 20__, by and between _____, the Owner of a Lot in Summerhour and _____ (hereinafter referred to as “Lessee”), regarding the property located at _____.

The purpose of this Lessee Acknowledgement is to ensure that both the Owner and the Lessee comply with the governing documents for Summerhour Homeowners Association, Inc., including, without limitation, the Declaration of Covenants and Restrictions for Summerhour (“Declaration”), the Bylaws of Summerhour Homeowners Association, Inc. (“Bylaws”), and the Summerhour Rules and Regulations (“Rules and Regulations”).

Owner and Lessee hereby agree to abide by the terms and conditions of the governing documents, and Lessee acknowledges receipt of the Declaration, Bylaws and Rules and Regulations.

Agreed to and accepted on this _____ day of _____, 20__.

Owner’s Signature Date: _____

Owner’s Signature Date: _____

Lessee’s Signature Date: _____

Lessee’s Signature Date: _____

Appendix H

Summerhour Pool Rules (Updated 4/2026)

Please report maintenance issues to the Board (board@summerhour.org), Summerhour Pool/Clubhouse Committee (Summerhourclubhouse@gmail.com), or Fieldstone (jasonhixon@fieldstonerp.com).

- This facility is for Members in good standing only.
- **There is no lifeguard on duty. All people utilizing this facility do so at their own risk.**
- Each homeowner in good standing can bring 4 guests (including children) per household to the pool.
- **In the event of an emergency, call 911. There is a call box located at the pool to call 911.**
- Children under the age of 12 should not use the swimming pool without adult supervision or swim alone. Noone should swim alone, including Adults.
- Improper behavior: e.g. profanity, vulgar remarks, intoxication, etc. is prohibited.
- Smoking is not permitted.
- NO GUM, GLASS CONTAINERS OR BOTTLES ALLOWED IN POOL AREA.
- NO skateboards, bicycles, roller blades or similar are permitted in the pool area.
- NO RUNNING, JUMPING, DIVING OR HORSEPLAY ON POOL DECK.
- While in the pool, children in diapers must wear swim diapers AND plastic/rubber pants.
- To reduce the risk of communicable disease, patrons who have been ill or who have experienced open cuts/sores within the past 48 hours are asked not to enter the pool.
- PETS ARE NOT ALLOWED IN THE POOL OR POOL AREA.
- Swimmers must wear appropriate swim attire and not swim in street clothing.
- Umbrellas must be closed and secured when leaving the pool to avoid wind damage.
- Please vacate the pool when thunder is heard. Pool activities should remain suspended until thirty minutes after the last thunder is heard.
- KEEP GATES CLOSED AT ALL TIMES. DO NOT PROP GATES OR DOORS OPEN FOR ANY REASON.
- When requested, Music should be enjoyed through headphones in consideration of other guests.
- Please dispose of trash and keep the pool area clean.
- Violation of pool rules could result in fines and/or suspension of amenity privileges.
- Rules are subject to change

Appendix I

Summerhour Playground Rules

Updated 7/2025

Please report maintenance issues and other concerns to the Summerhour

Pool/Clubhouse Committee at

Summerhourclubhouse@gmail.com and jennifermatthews@fieldstonerp.com.

- The playground is for Members in good standing only.
- All people utilizing the playground do so at their own risk.
- In the event of an emergency, call 911.
- **Children over the age of 11 years are not allowed** on the playground equipment.
- Improper behavior: e.g. profanity, vulgar remarks, intoxication, etc. is prohibited.
- Smoking is not permitted.
- NO GUM, GLASS CONTAINERS OR BOTTLES ALLOWED IN THE PLAYGROUND AREA.
- PETS ARE NOT ALLOWED IN THE PLAYGROUND AREA.
- Please keep the Playground area clean.
- Violation of playground rules could result in fines and/or suspension of amenity privileges.
- Rules are subject to change.

Appendix J - Application for Summerhour Clubhouse

The Summerhour Homeowners Association, Inc. (hereafter referred to as the Association), pursuant to this application, is allowing the exclusive use of the Summerhour Clubhouse and furnishings on the date and time specified below to the undersigned as follows:

I (Name - Print Clearly) _____
residing at _____ Kennesaw, GA 30152, agree to
reserve the Summerhour Clubhouse from the Summerhour Homeowners Association, on
_____, 20____ (Date), under the terms/conditions, rules/regulations as set forth below.
****Please note that the reservation of the clubhouse may or may not be allowed on holidays or holiday weekends
due to an anticipated increase in demand. ****

Choose one of the options below and provide details if you are not the homeowner.

- I am the current Homeowner** and member of the Summerhour Homeowners Association. I will host this event and be present in the Clubhouse the entire time it is open.
- I Rent/Lease** my Summerhour home: (Please Print Clearly)

The Name of the homeowner is _____
Currently residing at _____
Phone# _____
Email _____

MY CLUBHOUSE EVENT

- 1) The **purpose** of my event is (Please Print Clearly)_____.
- 2) My guests shall arrive at (Actual time)____; the Event will end at____. I understand that I must leave ample time to plan for set-up and cleaning after the event. **The clubhouse hours are 10am to 10pm. Please note that you cannot set up or store the necessary furniture for your event the day prior to the event, including the use of a caterer. In addition, all outside furniture/items, etc., needed for your event must be removed by midnight the day of your event.**
- 3) This event will be: () Non-profit: () For Profit
- 4) Alcohol will be served at this event: () Yes () No
- 5) I will be using a caterer for my event: () Yes () No

The Catering Company will be: (Please Print Clearly)

Company Name _____
Address _____
Contact Name _____ Phone: _____
Email Address _____

- 6) I shall monitor the use of Clubhouse amenities and assure they are not damaged/broken and **that no furnishings or decorations are removed from the facility and/or damaged.**

PRICING TO RESERVE THE CLUBHOUSE: \$200 – Payment options attached to the end of this agreement.

Payments shall be prepared as follows:

- Residents that rent or lease their homes must get permission to use the Clubhouse from the owner(s) of record. Payment arrangements shall be made directly with the owners.
- The Reservation Agreement and payment shall be written from an account in the name of an owner-of-record. Owners will be fully liable for all damages/fines associated with the rental.
- Payments should be directed to **Summerhour HOA, Inc. via the payment options attached to this agreement.**
- **The date shall be assigned to the first resident who submits accurately completed paperwork! Please note that if you pay by check, it may take up to 2 weeks to process your check/paperwork. Paying electronically via the Portal is highly recommended.**
- The reservation shall be CONFIRMED only after the owner(s) are vetted for dues currency and the completed paperwork and payment is received.

It is CRITICAL that you submit accurately completed contract documents and payments immediately!

Read, initial & sign the documents, and submit and/or mail all documents (including payment using one of the payment options) electronically to:

Summerhourclubhouse@gmail.com

Jasonhixon@fieldstonerp.com

Or mail to:

Summerhour HOA

Fieldstone Management Company

2675 Paces Ferry Rd SE Ste125

Atlanta, GA 30339

Read and initial each:

- _____Initials Maximum people allowed is 60. This capacity CANNOT be exceeded.
- _____Initials I understand that continued use of the Clubhouse after the hours for which it has been reserved will constitute a breach of this Agreement. The Clubhouse event must be over by 10 pm EST (or EDT). All cleaning (and removal of any outside furniture/items) must be done and everyone out by Midnight. NO overnight stays are ever allowed in the Clubhouse.
- _____Initials I agree to clean the Clubhouse to the standards set by the Association and will use the checklist that is Attached.
- _____Initials I understand and agree that I may be charged a minimum of \$500 to cover cleaning costs above and beyond regularly scheduled cleaning. All costs resulting from damage to the Clubhouse, its contents, or any other portion of the property because of my actions or any actions on the part of persons present at, attending, or in any other way related to my function will be added to my account after an explanation of fees has been delivered to me.
- _____Initials I agree that all fees and expenses incurred by the Association because of my use of the Clubhouse under this Agreement shall be considered an assessment and could constitute a lien against my property if not paid promptly. All charges and legal fees shall be fully collectible as provided for in the Association's Declarations and By-Laws.
- _____Initials I assume all responsibility, risks, liabilities, and hazards incidental to the activities applied for including, but not limited to, the serving of alcoholic beverages.
- _____Initials I understand that I may serve alcohol (only to persons 21 years or older), but I can NEVER SELL ALCOHOL at my event. I also understand that I am solely responsible for individuals consuming alcohol, and their associated behavior as well as potentially them driving home under the influence.

- _____Initials I am liable for my own behavior and that of my guests at my Clubhouse event. It is my responsibility to set a good example and monitor the behavior of my guests.
- _____Initials Smoking is FORBIDDEN in the clubhouse or on the Clubhouse/playground premises.
- _____Initials **Guests entering the Pool during my event will result in a fee of up to \$500 added to my account and may result in the immediate termination of my event** and potential loss of clubhouse privileges.
- _____Initials Furniture may be rearranged in the clubhouse as needed for the event but must be returned to its original location at the end of the event. Furniture may never be removed from the clubhouse or placed outside of the clubhouse.
- _____Initials I hereby release and forever discharge Summerhour's Management Company, and the Association, its officers, directors, employees, agents and members, past, present and future, including Committee Members, from any and all claims, costs, causes of action and liability for personal injury or death and damage to or destruction of property arising from my use of the Clubhouse and its appurtenances.
- _____Initials I agree to indemnify and hold harmless the Summerhour's Management Company, the Association, its officers, directors, employees, agents and members, past, present and future, including Committee Members, from any and all claims, costs, causes of action and liability (including, but not limited to, attorney's fees) for any injury, to either person or property, suffered by me, my family members, employees, agents, servants, guests, invitees or any member of the Association or any other person which arise from or are in any way related to the above activity, whether or not caused by the Association's negligence.
- _____Initials **I assume all responsibility for the actions and behavior of all persons present at, attending, or in any other way related to my function and agree to be personally responsible for causing all such persons to comply with the Association's Declaration, By-Laws/Covenant and Rules and Regulations. I acknowledge that violation thereof by any person present at, attending, or in any other way related to my function may, at the sole discretion of the Association's Board of Directors, result in a fee of up to \$500 added to my account plus liability for any overages that may apply and the potential loss of future clubhouse reservation privileges.**
- _____Initials I understand that I am being granted the exclusive use of the Clubhouse for the time period described above subject to the right herein reserved by the Association to enter the Clubhouse and my use thereof should the conduct of any person using the facility endanger the health, safety or well-being of any person or constitute a threat to any property. The Association, through its delegates, reserves the right to enter the property to assure compliance with the rules.
- _____Initials I am at least twenty-one (21) years of age and will be present at the Clubhouse the entire time it is open to ensure the safety and care of the Clubhouse and monitor the activity there. I will not leave the Clubhouse unattended. Children (of any age) will not be left unattended at the Clubhouse.
- _____Initials I hereby agree and represent that the Clubhouse will be used for lawful purposes only and that if any conduct at the function I am sponsoring violates federal, state or local laws or ordinances, my rights to use the Clubhouse under this Agreement shall be terminated and the Association, through its delegates, shall have the right to take immediate possession of the Clubhouse and instruct my guests to leave the property.
- _____Initials **I may cancel my reservation by sending an email to summerhourclubhouse@gmail.com and jasonhixon@fieldstonerp.com. If my cancellation arrives more than 15 days before the reservation, my reservation and the accompanying payments are voided immediately. If the cancellation arrives 2 - 14 days before the reservation, I will forfeit half the payment. If I cancel <2 days before the reservation, I will lose my entire reservation fee.**
- _____Initials **I understand that no rental equipment may be delivered prior to the day of my event, nor shall it be left for pick-up following the day of my event. All pick up and deliveries should be coordinated to take place at my home or on the day of my event.**
- _____Initials **I understand that the use of the playground is limited to children under 12 who shall be accompanied**

by a parent or adult at all times. Tobacco and alcohol use is strictly prohibited in the playground area.

____ Initials I understand that my reservation of the Clubhouse on the aforementioned date will not be confirmed nor will this Agreement be binding until I am vetted for dues currency and a complete application and payment is received.

____ Initials I understand that this reservation of the Clubhouse is for a personal event that I am hosting and that sub-leasing the Clubhouse is strictly prohibited.

SIGNATURES (Please Print Clearly)

I have carefully read this agreement and the accompanying attachments and understand the requirements. I agree to abide by these rules and regulations and agree to be legally bound by their terms. I acknowledge that violating one or more of the above may result in additional fees as well as a potential loss of clubhouse rental privileges for a period as deemed appropriate by the clubhouse committee and/or HOA Board of Directors.

Homeowner's Name _____

Address _____ Kennesaw, GA 30152

Home Phone () _____ Fob #s: _____

Phone # for Date of Event _____

Email _____

Signature _____ Date: _____

If there are any non-life-threatening emergencies, please contact your association manager Jason Hixon by phone or text at 404-407-5901, and/or send an email to the Summerhourclubhouse@gmail.com. **Please remember to dial 911 for any life-threatening emergencies**

Clubhouse Reservation Payment Options:

OPTION 1 - Online through the Homeowner Portal:

Please visit: www.fieldstonerp.com/resident/login/

- Fees may apply: Credit card: % of amount or \$ per occurrence.

OPTION 2 - Bill Pay through your Personal Bank:

You can also set up an online bill payment via your personal bank using the information provided below and on your coupon book.

- Delivery Date: Please make sure this is set to deliver at least 14 days prior to your event date
- Payee Name: **Summerhour HOA**
- Payee Address: P.O. Box 628902, Orlando, FL 32862-8902
- Payee Phone number: 844-739-2331 Customer Service
- Needed Info: Account Number () / Association ID **SUM** / Management ID **3265**

OPTION 3 - Checks in the US Mail:

- Make Checks Payable To: Summerhour HOA
Add your Lot number and event name (and name and account number if different than the check) on the memo line
- Mail To:

**Summerhour HOA
Fieldstone Management Company
2675 Paces Ferry Rd SE Ste125
Atlanta, GA 30339**

OPTION 4 - Pay through Alliance Bank:

Please visit: pay.allianceassociationbank.com/Home?cmcid=573E9F3C.

- Fees may apply for Debit/Credit card: % of amount or \$ per occurrence.
- ACH (no fee); Checks can take 7-10 business days to reflect.

****RETURN THIS FORM AFTER YOUR RESERVATION****

Clubhouse Reservations Cleaning Checklist

All reservations are subject to an inspection after your rental. Please complete the checklist, sign/date it, and return it to Summerhourclubhouse@gmail.com and jasonhixon@fieldstonerp.com **along with completion photos** within 24 hours following your reservation.

- Remove all food and beverages from fridge/freezer.
- Wipe down/clean inside and outside of refrigerator.
- Clean microwave (inside and outside).
- Wipe down/clean all kitchen countertops.
- Wipe down/clean bathroom countertops.
- Wipe down/clean kitchen tables/chairs
- Sweep floors.
- Take out all trash, including bathrooms, to the Trash bins located outside by the playground.
- *Mop if necessary. (Mop not provided by HOA. If mopping is required, you must provide your own).*
- *Vacuum carpet if necessary. (Vacuum not provided by HOA. If vacuuming is required, you must provide your own).*
- All furniture and décor returned to their original location.
- A/C set to 78 in summer or Heat set to 66 in winter (whichever applies).
- Lock all doors.
- Turn off all lights.
- If a key is provided to the clubhouse for your event, it must be returned the next day to the person that gave you the key, or additional fees may apply (to change the locks, etc.).

We hope you enjoyed your time!

Signature : _____

Date: _____

Appendix K

Summerhour HOA Modification Request

Your home is located in a covenant-restricted community. The HOA Board of Directors with the assistance of the HOA Manager (Fieldstone) enforces these covenants to upkeep the community and protect property values. The modification process might seem tedious, but we are dedicated to protecting everyone's best interests. Each request is reviewed thoroughly and in the order received. Please reference the covenant for detailed information relating to your modification. Submit your completed request in one (1) combined document, including diagrams or plans related to the modification. Return the completed modification request to: summerhourarchitecture@gmail.com and carbon copy (cc) the HOA Manager at jasonhixon@fieldstonerp.com and the HOA Board of Directors at board@summerhour.org.

I. Review Process

- 1. Homeowner Submits Request:** The homeowner submits a complete modification request package in one (1) consolidated document to the Summerhour Architecture Committee with a cc to the HOA Manager and the HOA Board via email.
- 2. Architectural Committee Review:** The Summerhour Architecture Committee, along with the HOA Manager, will review the Modification Request.
- 3. HOA Board of Directors Review:** The Summerhour Architecture Committee Team leader submits the committee's recommendation to the HOA Board of Directors for final approval or disapproval. The HOA Board will review the Committee's recommendation and approve or disapprove the Modification Request.
- 4. Notification:** The HOA Board will notify the Architecture Committee Team Lead and the HOA Manager of its decision. Either the HOA Board or Team Lead will informally notify the Homeowner of the decision via email. A formal notification will be sent to the Homeowner by the HOA Manager. **Note: Verbal approvals are not valid.**

Timeline: The Board has up to **20 business days** to review and respond to each modification request. The review period begins once the complete package is received.

II. FAQs

- 1. Do I need to submit a modification request if I own my property?**
 - o Yes, the modification request process ensures that all changes conform to the community standards document in the covenant.
- 2. What happens if my modification request is incomplete?**
 - o An incomplete package will be marked as incomplete and returned with written documentation requesting missing components.
- 3. Do I need my neighbor's signature even if the modification does not affect them?**
 - o Yes, all modification requests require your neighbor's "In Favor" or "Not in Favor" signatures. This protects you if there are future disputes.

4. **If my neighbor is not in favor of my request, will it be disapproved immediately?**
 - No. The Board reviews all requests and makes the final decision.

5. **Do I need approval for repainting my house the same color?**
 - No. You do not need approval if you are repainting with the same colors.

Summerhour Request for Modification

Name: _____

Date: _____

Address: _____

Phone: _____

City/State/Zip: _____

Email: _____

Modification Type: _____

Estimated Start Date (M/D/YY): _____

Estimated Completion Date (M/D/YY): _____

Acknowledgment of Adjacent Homeowners:

This acknowledgment will be considered by the HOA Board and Architecture Committee but will not be binding. Your application will not be considered unless this section is completed or you have made a reasonable effort to have it completed to include signatures.

Printed Name: _____ Signature: _____

Lot #: _____ In Favor Of: Not in Favor Of:

Printed Name: _____ Signature: _____

Lot #: _____ In Favor Of: Not in Favor Of:

Printed Name: _____ Signature: _____

Lot #: _____ In Favor Of: Not in Favor Of:

Required Submissions: (1 form for each modification)

Please provide **all** items for the desired modification type listed below. Refer to the Covenants for more information on detached structures, pools, and other modifications.

1. Patio or Walkway

- Lot survey denoting location
- List of materials to be used

2. Exterior Decorative Objects (Flowerpots, Lighting, etc.)

- Description of object
- Location and picture or sketch of object

3. Garden Plot

- Location and size of garden
- Type of plants to be grown

4. Playhouses

- Location (must minimize visual impact on adjacent properties)
- Size and sketch
- Materials (must match the home's existing materials)

5. Private Pool

- Picture or drawing of pool type
- Dimensions (max size 1,000 sq. ft.)
- Color (must be blue or white)
- Site plan denoting location
- Type of lighting source
- Landscape plan
- Drainage plan

6. Fencing

- Picture or drawing of fence type
- Dimensions (max height 6 feet)
- Color (must be either SW Hawthorne or)
- Site plan denoting location
- Materials (aluminum or hot-dipped galvanized fasteners, posts anchored in concrete)

7. Exterior Landscaping and Maintenance

- Landscape plan denoting plant material and location

8. Deck/Porch

- Picture or drawing (must match any existing decks)
- Dimensions
- Color (must match exterior colors of home)
- Site plan denoting location
- Materials (cedar, cypress, or treated wood)

9. Exterior Building Alterations

- **Paint:** Submit only if using a color other than the original
 - Color
 - Area to be repainted
 - Photo of your home and adjacent homes (cannot use the same colors as neighbors)
- **Storm Windows/Doors**
 - Picture or drawing of windows/doors for storm installation
 - Color (trim must match home's primary and trim colors)

10. Building Additions

- Location and size of addition
- Architectural drawings
- Materials (must match existing materials of the home)
- Building permit (if required)

Agreement and Signature

By signing below, I acknowledge that no work on this request shall begin until written approval has been received from the HOA Board. I agree to comply with all community guidelines and local regulations.

Owner's Signature: _____

Date: _____

