

SCHEDULE A TO BYLAWS

RULES AND REGULATIONS OF CROMWELL PARK AT SALEM, A CONDOMINIUM

Revised: July 1, 2018

All use of the Condominium Property shall be in accordance with the provisions of the Declaration, the Bylaws of Cromwell Park at Salem Unit Owners' Association and these rules and regulations.

These rules and regulations shall apply to each Unit Owner and his family and his or their guests, employees, agents, contractors and lessees. Unit Owners shall be responsible for the actions of such family, guests, employees, agents, contractors and lessees.

ANTENNAS/AIR CONDITIONERS

1. Individual television, radio antennas, and/or similar apparatus (with the exception of satellite dishes as set forth in Rule 35) may not be attached to the buildings. No window air conditioning units or window fans are allowed.

DOORS, WINDOWS AND AWNINGS

2. All window coverings and treatments visible from the outside of the Units shall be blinds, drapes or shutters and must be standard white, off-white or brown. Blinds, drapes and shutters must be kept in good condition. Window sidelights adjacent to doors are permitted to be changed to allow for greater privacy. Owners may choose from three decorative sidelight patterns, these being: Heirlooms, Bristol, or Majestic. Sidelights may be half size only, and trim must be painted to match original trim color. An Architectural request application is required prior to any change.

EntryPoint Door Glass has installed many of the current sidelights at Cromwell Park Their phone number is 757.547.3667 and they offer Cromwell Park owners preferred pricing. The Association is in no way endorsing or recommending this vendor and takes no responsibility for contractor performance.

3. Storm doors (front and patio entry) are permitted with the following conditions:

- (a) Architectural Request Form must be completed, including all details about the storm door(s) and submitted for approval by the Architectural Review Committee prior to installation.
- (b) An approved front storm door is called "Larson Door, Signature Series Signature Clear" or similar quality. An approved front storm door must be a full view, white, plain glass door with brushed nickel hardware. The Larson door is available at Lowe's.
- (c) An approved patio door may be any type of storm door that is white with plain glass and brushed nickel hardware.

4. Awnings are permitted subject to Architectural review. Frame and fabric color must be of neutral color to match the siding and trim as close as possible. Architectural Request Form must be completed, including all details about the proposed awning and the contractor installing it. Contractor must be licensed and insured. Awning requests must be submitted for approval by the Architectural Review

Committee prior to installation. Gazebo type sunshades are also subject to Architectural Review. Gazebo requests must be submitted for approval by the Architectural Review Committee prior to installation.

EXTERIOR ALTERATIONS/ADDITIONS

5. No changes or improvements (including planting or landscaping) may be made to the exterior of any building or on the Condominium Property without prior written consent from the Board of Directors. This statement about changes and/or improvements shall include, but is not limited to, any additional buildings, terraces, patios, sidewalks, driveways, walls, fences, awnings, windows, doors, screens, жалюзи enclosures for or on patios or balconies and any personal items (or any item) added on or into the lawn, landscape beds or other exterior area. The only exception is the American Flag which may be displayed and must follow the guidelines in Rule 13 of these rules.

6. Laundry, other clothing, towels, rugs, bathing suits and other articles shall not be hung from the windows or fences, left on any driveway, or visible on any exterior portion of the buildings at any time.

7. Nothing may be thrown from gates, doors or windows, including shaking of mops, rugs or disposing of dust.

8. All improvements, maintenance and landscaping of the Common Elements shall be handled only by the Association.

EXTERIOR DECORATIONS AND WATER HOSES

9. One (1) wreath may be placed on an owner's front door. Worn or tattered wreaths must be removed immediately.

10. The front porch area may only be adorned with no more than two (2) potted plants and one doormat. Plants and planter must be no larger than 4 feet in height, and potted plants must be kept healthy. Pots may be constructed of any material, and any color is permissible.

11. One (1) water hose is permitted to be kept outside the unit provided it is kept in a free standing container or storage device designed for storing garden hoses when not in active use. An approved storage container or device may be white, beige, brown or green in color, must be kept in good condition and shall be placed near the exterior water spigot. No Architectural request form is needed for the container or device. No Architectural request is needed for the container or device.

12. No water hose may be hung on any wall-mounted holder, left unrolled, piled on the ground, lay across the driveway or hung over shrubs.

FLAGS

13. Traditional United States Flags or a recognized national flag of a nation that maintains an embassy in the United States may be displayed year around in the following manner and consistent with the Federal Flag Code:

- (a) One (1) garden stake located in flower bed closest to the front door. Flag display may not exceed 3 feet in height.
- (b) One (1) pole mounted United States Flag no larger than 3'x5', on a pole of any material attached by a white or metal bracket to garage door trim only. No column or siding

attachments are allowed. Oliver model must place pole mount on trim side closest to street. Marston model must place pole mount on trim side closest to the front door.

- (c) Worn, tattered or dirty flags must be replaced immediately and disposed of properly.

GENERAL

14. Only Owners or Tenants and/or guests shall be permitted to use the Condominium Property and/or any Common or Limited Common Elements and shall be subject to the Rules and Regulations posted from time to time by the Board of Directors of the Condominium and violation of any of these rules and regulations shall subject the violator to appropriate sanction as set from time to time by the Board of Directors of the Condominium, including, but not limited to, the loss of any or all privileges to use or enjoy the Common or Limited Common Elements.

15. The sidewalks, entrances, and driveways may not be obstructed or encumbered or used for any purpose other than ingress and egress to and from the Units and/or the portions of the Common Elements designed for parking.

16. No employee of the Association shall perform any personal services, while on duty, for any individual Unit Owner, guest, employee, agent, or lessee, except such services as are approved by the Board of Directors.

17. A Unit Owner is responsible for winterizing exterior water spigots, disposing of trash, weeds inside the fenced patio area, and debris, maintaining a unit with respect to its equipment and exterior components for which the documents assign responsibility to the owner, including, but not limited to, repairing and clearing of guttering and downspouts. Additionally, a Unit Owner must secure the Unit, turn off water to a vacant property and continue to keep utilities in service, i.e. gas and electricity, to reduce potential for damage to the Unit or any adjoining Unit.

HAZARDOUS MATERIALS

18. Hazardous substances must be stored in accordance with state and city codes.

HOLIDAY DECORATIONS

19. Holiday decorations are permitted and are limited to the following:

- (a) One (1) free standing artificial, UL-approved, candle or candelabra may be displayed inside of any or all windows.
- (b) One (1) front door wreath with or without UL-approved, lights, and one wreath on each window. Greenery or wreaths may also be displayed on the porch windows next to the entry door.
- (c) Green garland or artificial pine, with or without lights on outside columns.
- (d) UL-approved, lights may be displayed around the front entry door and on the bushes along both sides of the front entry on in the landscape beds along the wall where the front door is located only. No lights or light strings may blink or have a "running light" feature.

(e) One garden stake holiday flag located in flower bed closest to the front door. Flag display may not exceed 3 feet in height.

(f) With the exception of pumpkins as described below, holiday decorations may be displayed no earlier than Friday following Thanksgiving Day and must be taken down no later than the second Sunday in January of the following year.

(g) No more than two pumpkins are permitted on the porch from one week before Halloween to three days after Thanksgiving.

LEASING

20. No Unit Owner may lease any element of his Condominium Unit except in accordance with the following provisions:

(a) No Unit Owner shall lease his Condominium Unit for a period of less than six (6) months. Any pet must be listed in the lease or by an addendum (refer to rule #30). Approval for a pet is the responsibility of the Unit Owner and may be handled by the Unit Owner's leasing agent with the Association.

(b) No Unit Owner shall lease his Condominium Unit for any use other than residential purposes. All leases and the terms within the lease must be in writing and signed by the leasing agent or owner and by the lessees. Each Unit may be occupied by only one immediately related family or by a maximum of one person per bedroom for unrelated persons.

(c) No Unit Owner shall lease his Condominium Unit to any individual who is not legally authorized to enter into binding contracts, leases or agreements.

(d) Prior to the effective date of such lease, the Unit lessees, occupants or guests authorized to use the Condominium Unit in the Unit Owner (lessor's) absence shall be disclosed to the Association, indicating the exact period of time during which such person will be so authorized.

(e) The Owner of any Condominium Unit shall be responsible for any actions or costs for any and all damages to the Common Elements, any adjoining Condominium Unit, or any other property comprising the Condominium, which are caused by the lessee and/or the lessee's guests, as well as being responsible for legal fees, court costs, or other costs incurred by the Association for correction of damages and/or in removing a lessee.

(f) Except as otherwise provided herein, such lease must be consistent with the Declaration, Bylaws, and current Rules and Regulations. All leases shall be in writing and shall contain at least the following provisions:

(1) The lessee agrees to comply with the Declaration, Bylaws, and these Rules and Regulations which may be amended from time to time.

(2) If the lessee fails to comply with the provisions of the Declaration, Bylaws or these Rules and Regulations, the Board of Directors shall have the power

(including power of attorney to act on behalf of the Unit Owner) to terminate such lease, and/or bring summary proceedings to evict the lessee in the name of the Unit Owner (Lessor). The Unit Owner will be responsible to the Association for the costs associated with enforcement of the condominium documents, and the Unit Owner may in turn hold the lessee responsible for these costs as outlined in the lease.

(3) The Unit Owner, the leasing agent nor lessee shall not sublet the unit or any part thereof without prior written consent of the Board of Directors.

(g) A copy of a fully-executed lease and its addenda shall be delivered to the Board of Directors or if designated by the Board of Directors to the company managing the Condominium Property. This lease will be kept in the Association's records. Leases made in violation of any of these provisions shall be voided at the option of the Board of Directors. Each Unit Owner (Lessor) hereby authorizes the Association officers and each member of the Board of Directors (and hereby appoint each officer and director as his attorney-in-fact), to institute legal proceedings to evict, for cause, any lessee, in the name of the Unit Owner (Lessor).

LIGHTING

21. Photocell (dusk) activated lights are permitted above the garage door and above the front and patio doors only. Glass light fixtures covering bulbs on front porches may be changed to accommodate photocell bulb attachments.

NOISE

22. No obnoxious, offensive or illegal activity shall be carried on upon any part of the Condominium nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the Unit Owners or which shall in any way interfere with the quiet enjoyment of any Unit Owner of his Condominium Unit or which shall in any way increase the rate of insurance carried by the Association for the benefit of the Owners.

23. All persons, residents and guests, shall reduce noise levels between the hours of 10:00 p.m. and 8:00 a.m. so that occupants of nearby and adjoining Units will not be disturbed. Unnecessary noises shall at all times be prohibited, including, without limitation, playing loud music or making other loud noises on the Condominium Property, playing music or making loud noises audible to others outside of the Unit or vehicle from which the music or noise is emanating. Loud music or other loud noise is prohibited at, in and around the pool area, gazebo, clubhouse and any other part of the Condominium Property.

OUTDOOR ACTIVITIES

24. No skateboarding, skating, riding of scooters, playing of games or similar activities are allowed in the community parking areas, streets or cul-de-sacs. Other outdoor activities are permitted on personal parking pads and common areas as long as they are not disturbing to other residents and are not likely to cause damage. Any activity involving kicking balls or hitting balls with clubs, bats or other implements is prohibited.

25. No area of the Common Elements may be used for solicitation of donations or for the sale of items without written, prior approval of the Board of Directors. One example is yard or garage sales.

26. No bicycles or other personal property shall be parked, stored, locked to and/or left in any common areas at any time, except that while their owners are using the pool or clubhouse facilities, bicycles may be parked on the lawn next to the pool or on the sides of the clubhouse porches only. Bicycles must not be parked on the sidewalks, streets or parking spaces, and must not be parked in such a way as to interfere with access through the clubhouse doors or pool gates.

Bicycles wrongfully parked, stored, locked to and/or placed in common areas and/or parking lot shall be subject to removal, confiscation and/or other means of detention as deemed fit by the Board of Directors from time to time. Bicycles must be stored in an owner's unit or its garage or patio enclosure when not being ridden.

PARKING

27. Unit owners, lessees, and other residents must park all private passenger vehicles on their parking pad or in the garage only. No vehicles may be parked on any street between the hours of 12 midnight and 6 am. No vehicles may be parked at the end of dead-end streets. Vehicles may be parked on the street during the daytime for no more than six (6) hours. Effective December 15th 2010, Owners/residents having guests and wishing to have their guests park private passenger vehicles any place other than in the owner/resident's garage or parking pad must secure a parking permit from the Management Company. Without this permit the vehicle may be subject to tow. The guests' vehicles may only be parked in guest spaces located at the clubhouse. This may be done up to a total of 15 days per year, or at the sole discretion of the management Company. Owners/residents may park in guest spaces at the clubhouse only when they are using the pool or clubhouse facilities.

28. For daytime parking: A vehicle must park along the curb with the flow of traffic. A vehicle may not block the easy flow of a vehicle to and from a driveway. No vehicles may be parked across from each other in such a way that interrupts the free flow of traffic.

29. Vehicles parked in violation of these rules are subject to being towed at the owner's expense. Unit Owners are responsible for the immediate cleanup of any product(s) spilled, dripped or deposited onto the streets and/or driveways.

ANIMALS

30. No animals will be permitted on the Association premises (including visiting within the complex) or in the Units except those previously approved by the Board of Directors, and subject to the following conditions:

(a) Only one domesticated animal weighing less than 30 pounds will be permitted unless prior written approval to have additional animals is given by the Board of Directors. Approval for any animal may be withdrawn and the animal to be removed from the community for good cause as determined by the Board of Directors upon (30) days' notice to the Unit Owner.

(b) Owners must maintain a license and up to date vaccination for any animal as may be required by law. The required Association animal form must be completed once for an animal - no annual form is required for that same animal after approval by the Board of Directors.

(c) Any Unit Owner (or guest with a visiting animal) who fails to observe any of these rules relating to animals shall be subject to the powers of the Association to assess fees, charges and/or termination of privileges, including, but not limited to, the privilege to keep an animal in the complex. We know that animals are an important element of the families who own them. However, at no time does the animal nor the animal owner have the right to prohibit other residents from the peaceful enjoyment of their property and the common elements of the Association.

(d) All animals shall be kept on a leash or secured in an animal carrier when taken to and from any building and shall not be allowed to run loose anywhere on the Association property. No animal shall be left alone on any deck, patio or enclosure other than within the Unit itself.

(e) All animals must be physically under control at all times so that they do not become a nuisance to any Unit Owners, residents, guests, contractors or occupants of other Units.

(f) Owners animals, whether pets, service/support animals or approved visiting animals, are specifically restricted from entering, walking on, exercising on and urinating/defecating on any sidewalk, driveway, mulch bed or the Association's common area turf of and or near any residence other than that of the animal's owner's unit.

The Association does allow animals to be walked/exercised and to urinate/defecate on the following additional areas as indicated on the attached map of the Association property:

1. In front of the Clubhouse next to Cromwell Park Drive.
2. Fenced lane from back of 3900 Winwick Way to back of 3936 Winwick Way.
3. Fenced lane from back of 3900 Peyton Way to back of 3948 Peyton Way.
4. Fenced lane from back of 3988 Cromwell Park Drive to back of 4012 Cromwell Park Drive.
5. Fenced lane from back of 2156 Catworth Drive to back of 2136 Catworth Drive.
6. East side of Cromwell Park Drive from intersection with Peyton Way to north end of the pond.
7. Gravel pathway from north end of the pond to south end of the pond.
8. Outside the fenced perimeter of Cromwell Park along Salem Road.
9. Inside the Unit Owner's fenced in patio.
10. Upon the paved streets of the community.

(g) Owners of an animal whether pets, service/support animals or approved visiting animals, must immediately clean up any fecal waste deposited by the animal and are responsible for repairing any damage caused by such animals anywhere on the Association property. Uncollected waste is most concerning to the Association due to its potentially infectious and destructive nature.

(h) If any building requires any pest exterminating relating to the keeping of animals, then the Unit Owner(s) within the treated building that have an animal, service/support animal or approved visiting animal will be responsible for the full cost of such pest extermination.

PLANTER BOXES AND ITEMS NEAR OR WITHIN THE FENCED PATIO AREA

31. No planter boxes may be added to windows; no hanging vine or its growth is permitted to extend through and outside the window area or through the fenced patio areas. No vine or growth is permitted to hang outside any deck or patio areas or to grow within the landscape beds. Trellis growth, vegetable growth and other similar plants may be kept within the fenced patio area but shall not be visible from the Common Elements (with the exception of up to two (2) potted plants as described in Rule 8).

32. Replacement of Lava Rocks at patio gate: Acceptable replacements are landscape or river rocks, pebbles or stones; must have rounded edges and be grey, brown or tan in color. If paving bricks are desired, an Architectural request form needs to be completed and approved prior to installation.

POOL RULES

33. These rules are reviewed annually.

- (a) Pool area and pool capacity limit s 35 individuals.
- (b) Swim at your own risk.
- (c) A lifeguard may be on duty subject to the approval of the Board of Directors and may vary from year to year.
- (d) Pool use is for residents and their guests only. Guests are permitted only if accompanied by an adult resident.
- (e) Owners must be current in the association assessments in order to utilize the pool and clubhouse facilities. If an owner is not current, all use of the clubhouse and of pool passes is revoked until assessments are current. The association through its management firm reserves the right to deny use of the pool area, as needed.
- (f) Pool passes are distributed by the Association through the management firm. One (1) pass per unit will be issued. (If an owner leases his/her unit, the owner may not use the facilities.) If pool is "at capacity," resident usage will take priority over guests.
- (g) No one under the age of 16 years is allowed in the pool area or pool without a parent or guardian present.
- (h) In the pool area and in the pool: No diving is allowed. No running is allowed. No smoking is allowed. No pets are allowed. No glass is allowed. No loud noise or abusive behavior of any kind is allowed. No alcohol is allowed. No food or drink is allowed on the pool deck area within 10 feet of the pool.
- (i) Float noodles are allowed in the pool and may be used as floating devices only. Floating devices may be worn for swim safety. No other items of any kind are allowed in the pool except for small items to allow limited exercising by residents and/or use by a parent or guardian with children.
- (j) Radios or other battery-operated devices may be used only with personal earphones.

(k) All persons entering the pool area assume the risks and agree not to hold the Association, the management firm, its contractors and/or employees or agent responsible for personal injury, or for loss or damage to personal property.

ROOFS

34. No person shall use, traverse or occupy any portion of the roof of any Building without the prior written consent of the Association.

SATELLITE DISHES

35. Satellite dishes are permitted in Cromwell Park. Prior to installation, an Architectural request form and an executed copy of the Satellite Responsibility form must be filled out completely, submitted and approved.

Members may not install a satellite dish on any common area. The following guidelines will apply to any new installation or re-installation of satellite dishes:

(a) Satellite dishes may not be over one meter in diameter. In accordance with the Federal Communications Commission rules governing "Over-the-Air Reception Devices," members may only install satellite dishes ("dish") that are one meter or less in diameter. One meter is equal to 39.37 inches, and "Diameter" is the distance measured across the widest part of the dish.

(b) Each dish must be installed on a member's Exclusive Use Area only. No rooftop installation is permitted unless there is no other way to obtain a signal. Based on member's home orientation and location, a detailed installation description must be provided which follows compliance standards set forth by the Architectural committee using the review forms supplied by the Association.

(c) Each dish and its appurtenances shall be placed inconspicuously so as to avoid blocking any fire exit, walkway, ingress or egress from an area, fire lane, fire hose, fire extinguisher, safety equipment, electrical panel, water shut-off valve, or other area necessary for the safe operation of the Community. The purpose of this rule is to allow members to evacuate their Units and Community in the event of an emergency and to provide clear access for emergency personnel.

(d) The member shall be responsible for the maintenance and repair of the dish installed by a professional installation company.

(e) The member shall be responsible for the reattachment or removal within 72 hours of dislodgment from its original point of installation; repainting or replacement, if for any reason the exterior surface of the dish becomes worn, disfigured, or deteriorated, provided that any repainting doesn't interfere with an acceptable quality signal; repair or replacement, if for any reason the dish no longer retains its original condition; and repair or replacement to prevent the dish from becoming a safety hazard.

Should the member fail to maintain the dish properly, the Association may assess charges to the member, following notice and opportunity for hearing, and take such further action, legal

or otherwise, as permitted by Declaration or statute. Except in an emergency, the Board shall notify the member in writing that the dish requires maintenance, repair, or replacement, and that such maintenance, repair, or replacement must be completed within 10 days of such notification unless extended by the Board. If any required work is not completed within the time period for completion of the repair, maintenance, or replacement, the Association may remove and/or repair the dish at the expense of the member, such expense being added to the member's assessment.

The member is responsible for all costs associated with the dish including, but not limited to, costs to:

- (1) Repair, maintain, remove or replace the dish.
- (2) Repair damages to the common elements, the Unit, other Units, and other property caused by the installation, existence or use of the dish.
- (3) Pay for medical expenses incurred by persons injured as a result of the installation, existence, or use of the dish.
- (4) Reimburse residents or the Association for damages caused by the installation; existence or use of the dish.

SIGNS

36. No sign, advertisement, notice or other lettering, painting or decoration including without limitation, "For Rent" or "For Sale" signs, shall be exhibited, inscribed, painted or affixed on any part of the Condominium, including, without limitation, on the outside of a Unit or in the windows of any Unit or in the Common Elements without the prior written consent of the Association. *One "For Rent" or "For Sale" sign may be exhibited in one window of any Unit without the prior written consent of the Association and one small security sign may be displayed in the mulch area adjacent to the porch.*

SPEED LIMIT

37. The speed limit within the community is 10 miles per hour. Violators will be subject to the powers of the Association to assess charges for this violation.

STORAGE

38. All Common Elements must be kept clean and free from privately owned objects. All tools, sporting equipment and other personal articles and equipment must be kept within the Unit. "Within the Unit" refers to the Unit itself, the fenced in space known as the patio, and inside the Unit's garage.

TRASH

39. All trash, garbage and rubbish put in trash cans in the Common Elements and those of the unit owners shall be securely wrapped and tied in plastic bags. All Unit Owners shall keep their trash cans as clean as possible and not unsightly. All trash, rubbish and garbage shall be stored within the supplied trash cans only. Supplied cans may not be put on curb earlier than 6:00pm the day prior to pick up and

must be removed from curb no later than 10 p.m. on the day of pick up. At all other times trash cans must be stored within the unit as described in Rule 38 above.

40. No trash or cigarette or cigar butts shall be discarded in or on the Condominium Property.

VEHICLES AND RECREATIONAL VEHICLES

41. No boat, trailers, campers, recreational vehicles, buses, commercial trucks, commercial vans, motor vehicles (other than those of a private passenger type in good working order) nor any similar vehicles shall be parked or stored inside Cromwell Park unless kept within the garage. No non-emergency work or maintenance, except vehicle washing, shall be performed on the Condominium Property on any vehicles. All vehicles must have a current license plate to be kept on or allowed into the Condominium Property. A commercial vehicle is defined for this purpose as any vehicle that has equipment racks, storage cabinets, or other items associated with commercial use. It is permissible to park a rental truck in the driveway for no more than three days to facilitate moving.

ADDITIONAL PROVISIONS OF THE CONDOMINIUM DOCUMENTS APPLY FOR ENFORCEMENT BY THE BOARD OF DIRECTORS, EVEN THOUGH NOT SEPARATELY LISTED IN THIS SUMMARY.

