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# REGULATIONS

## FOR

# Persimmon Grove

**REVISED:** *April 23, 2025*

## INTRODUCTION

This document, the Regulations for **Persimmon Grove**, defines and extends some of the rights and authority granted to the Developer and to the Board of Directors of the Association (when empowered by a partial or total transfer of control of authority from the Developer) by the Declaration of Covenants, Conditions, Restrictions, Easements, Charges and Liens for **Persimmon Grove** (Declaration). Further, this document creates additional Regulations for the entire Community, for the use of Lots and Common Areas (if any are dedicated) within the Community and for the actions and behavior of all property owners, their family members, guests, invitees, licensees and permittees, while residing in and visiting the Community or while using Common Areas and facilities (if any) within the Community. Additional Restrictions and Regulations are set out in the Declaration.

We encourage you to review this document, to familiarize yourself with the Regulations that are set out here and, in the Declaration, as well as the requirements spelled out in the Architectural Guidelines and to embrace the standards established by these three documents as they are intended to help the Association and its homeowners maintain a secure and harmonious environment within the Community.

Capitalized terms used in this document shall have the same meaning as the definitions in the Declaration, as amended, and should there be any conflicts between these Regulations and the Declaration, the Declaration shall control.

## SCOPE OF AUTHORITY GRANTED

The scope of the authority granted to the Developer and later to the Board of Directors of the Association, is set out in the Declaration, which encumbers every Lot, road right-of-way, and all Common Areas (if any), as well as in the Association's By-laws. In addition to creating certain specific Restrictions and Regulations, the Declaration authorizes the Developer (and later the Board of Directors of the Association) to create additional Regulations for the Lots, road rights-of-way and Common Areas. The Developer (and later the Board of Directors of the Association) is also authorized by the Declaration to amend those Regulations contained in this document and the Architectural Review Guidelines as well as any other Regulations that the Developer or the Association might create and add to these documents from time to time.

To assure compliance with the Declaration and this document, the Declaration and this document make available to the Developer and the Board of Directors of the Association, remedies to enforce the Declaration and any restrictions or Regulations set out in the Declaration or in this document. Additionally, the Declaration defines the Developer's and the Board of Directors of the Association's authority to waive or grant variances to specific Regulations.

## VARIANCES

The Developer or the Board of Directors of the Association, When Empowered, shall have the right to, as determined in its sole discretion, waive or grant temporary or permanent variances to any Regulation set out in this document that are not violations of the Declaration. All variances shall be in writing and shall be specific as to the time period for which it is in effect and the action that is to be allowed. Nothing herein shall be deemed to allow the Board of Directors of the Association to grant variances to any law or ordinance or to the ruling or decision of any governmental body having jurisdiction.

## DEVELOPER'S RIGHT TO OVERRIDE

Until one hundred (100%) percent of the Dwellings permitted by the Master Plan have certificates of occupancy issued thereon and have been conveyed to Owners other than builders holding title for purposes of development and sale, the Developer may, in its sole discretion: amend the Regulations of the Association; waive the violation of any Regulation issued by the Association; grant variances to the Regulations of the Association; veto any modification to the Regulations proposed or implemented by the Association; override any attempt by the Association to enforce or implement the Regulations; and require the Association to enforce and implement any provision of the Regulations.

## VIOLATIONS: NOTICE, APPEAL AND REMEDIES

### NOTICE OF VIOLATION:

Notice of violations of the Declaration, By-Laws, Architectural Guidelines, and these Regulations of the Association shall be posted on Property Management Solutions homeowner's portal and written notification from the Developer, or the Association shall be sent to the Lot Owner at the address or email address shown in the records of the Association. Notices shall state the nature of the violation, the governing document and page/section that the violation can be found, the corrective actions required, the date of the notice, and the deadline for compliance or the time in which the corrective action must be completed and contact information for a written response from the Lot Owner in violation, if any.

### APPEAL/RESPONSE TO NOTICE OF A VIOLATION:

Except in the case of an emergency, which shall be denoted on any notice of a violation, or as otherwise provided in these Regulations, the By-laws, or the Declaration, Owners shall have a period stated on the notice of a violation in which to contest the initial finding of the Developer or the Board of Directors of the Association with respect to a violation, correct any actions that it may require, or the time frame allowed by the Developer or the Board of Directors of the Association for completion of the corrective action. Any request for appeal submitted by an Owner shall be in writing and shall be delivered to the location noted on the notice for response prior to 5:00 PM on the last day of the period stated on the notice of violation.

Upon the appeal of an initial decision of the Developer or the Association by a Lot Owner, the Developer, or the Association, When Empowered, shall determine what action by the Lot Owner, if any, is appropriate and warranted and shall notify the Lot Owner of its decision providing a timeframe for compliance, if any is required. The decision of the Developer or the Board of Directors of the Association, When Empowered, shall then be final and may no longer be appealed. Neither the Developer nor the Board of Directors of the Association, When Empowered, is mandated by an appeal to allow additional time for compliance by a Lot Owner but may do so at its sole discretion.

If the Lot Owner does not submit a written request for appeal of a decision of the Developer or of the Board of Directors of the Association, When Empowered, within the period stated on the notice of a violation or does not correct the violation within the time specified in the notice, and if the Developer or the Board of Directors of the Association, When Empowered, determines that Assessments for Non-compliance and/or corrective action are warranted, the Developer or the Board of Directors of the Association, When Empowered, shall take corrective action at the Owner's expense and the Board of Directors of the Association may levy all appropriate Assessments.

#### REMEDIES FOR NON-COMPLIANCE:

In accordance with the Declaration, the Developer or the Board of Directors of the Association may levy an Assessment for Non-compliance against the Lot of any Lot Owner who fails to comply with a notice of violation from the Developer or the Board of Directors of the Association. Though some of the other remedies of the Developer and the Board of Directors of the Association, When Empowered, are more specifically defined in the Declaration and in the By-laws of the Association.

Upon notice to any Owner, the Developer, or the Board of Directors of the Association, When Empowered, shall have the right to require that any violation of the Declaration, By-laws, the Architectural Guidelines, and these Regulations be corrected within a reasonable time frame provided in that notice and, unless otherwise provided in these documents.

## GENERAL REGULATIONS

### PROPERTY MAINTENANCE AND USE

#### USE OF PROPERTY:

Unless otherwise designated in a Supplemental Declaration filed by the Developer for additional phases of the Community, all Lots shall be used for single-family residential purposes only, and no commercial enterprise, business or business activity shall be carried on or upon any Lot at any time, except with the written approval of the Developer or the Board of Directors of the Association, When Empowered. The term "business" shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required thereof. **The Board of Directors of the Association shall at all times have the authority to determine in its sole discretion whether or not an activity falls within the parameters of a commercial enterprise, business or business activity and whether or not that activity requires approval by the Association in order to be conducted. It is therefore prudent for a Lot owner to consult the Association prior to commencing any activity that might conceivably be considered by the Association as a commercial enterprise, business or business activity and if approval is required, to obtain that approval in writing.**

Nothing herein shall prevent the Developer or any builder of homes in the Community approved by Developer from using any Lot owned by Developer or such builder of homes for the purpose of carrying on business related to the development, improvement and sale of property in the Community, including the establishment of one or more model homes; or, to the extent allowed by applicable zoning laws, a private office to be maintained in a dwelling located on any of the Lots, subject to any and all conditions established by the approval granted by the Developer or the Association, When Empowered.

Notwithstanding the above, the leasing of a home on a Lot shall not be considered a trade or business within the meaning of this section. A lease is considered a residential lease if it is at least a term of six months, and the tenant receives mail at the residence. Anything less than six months is not considered residential use and is not permitted. Whether or not it is specifically stated in a lease agreement, the Declaration makes all leases subject to the Declaration, By-Laws, the Regulations, and the Architectural Guidelines. In addition, the Declaration requires all tenants and their guests to comply with these documents and makes the Lot Owner responsible for providing the tenant with notice of this fact and the requirements under these documents and for the actions of the tenant and of their guests.

No garage sale, moving sale, rummage sale or similar activity and no trade or business may be conducted in or from any Lot without the approval of the Association, except that an Owner or occupant residing in a Lot may conduct business activities within the Unit so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Structures on the Lot; (b) the business activity conforms to all zoning requirements for the Properties and all other applicable laws and regulations; (c) the business activity does not involve persons coming onto the Lot or into the Properties who do not reside on that Lot or in the Properties or door-to-door solicitation of residents of the Properties in any way; and (d) the business activity is consistent with the residential character of the Properties and does not constitute any sort of a nuisance, or create a hazard or offensive use of any type or threaten the security or safety of other residents of the Properties, as may be determined in the sole discretion of the Developer or the Association, When Empowered. No signage, advertising or identifying a commercial enterprise, business, or a business activity (including garage sales) may be displayed on a Lot, from a Structure located on a Lot where it is in any way visible outside of that Structure, within any location abutting a private or public road right-of-way within the Properties or within a public road right-of-way abutting the Properties without the approval of the Developer or the Association, When Empowered.

#### LOT OWNER'S RESPONSIBILITY:

The Declaration requires that each owner comply with the Regulations. It is the responsibility of each Lot/homeowner to obtain a copy of these documents, to familiarize themselves with these documents and to require that their family members, guests, invitees, licensees, and permittees do so as well. Failure on the part of an owner to acquire or to be provided with a copy of the Declaration, the Architectural Review Guidelines or the Regulations or to review these documents upon receipt does not in any way minimize the rights of the Developer or the Board of Directors for the Association, When Empowered, to enforce the terms of these documents or relieve an owner of the obligation of that owner, its family, its guests, its invitees, its licensees or permittees of their obligation to comply with these documents or the regulations set out in them.

#### MAINTENANCE ROAD RIGHT-OF-WAY:

As further defined in the Declaration, unless designated as a Common Area or unless the responsibility for maintenance of this area is assumed by the Board of Directors of the Association as part of the Area of Common Responsibility, each homeowner shall be responsible for the installation (if landscaping that is acceptable to the Board of Directors of the Association does not already exist) and continued maintenance of landscaping on any portion of the road right-of-way that exists between the back of the curb (or the actual pavement, where no curbing exists) and their property line, to include sidewalks.

As with all Structures located upon a Lot, including landscaping, the installation of all Structures located within these areas shall be subject to the approval of the Board of Directors of the Association and the quality of maintenance within these areas shall be subject to the standards established by the Board of Directors of the Association. All remedies available to the Board of Directors of the Association or the failure of a Lot Owner to obtain approval for the installation of a Structure or for failure of a Lot Owner to properly maintain a Structure in these areas in accordance with the standards established by the Board of Directors of the Association, including landscaping, shall be the same as those remedies available to the Board of Directors of the Association for Owners who fail to properly obtain approval, install and maintain Structures on their Lots.

### UNSIGHTLY OR UNKEMPT CONDITIONS:

It shall be the responsibility of each Owner to prevent the development of any unclean, unhealthy, unsightly, or unkempt conditions on their Lot, including the failure to properly install or maintain landscaping. The pursuit of hobbies or other activities, which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken on any part of the Properties. No Lot or Structure on a Lot within the Properties shall be used, in whole or in part, for the storage of any property or thing that will in the sole opinion of the Developer or the Board of Directors of the Association, cause such Lot or Structure to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of Community or the surrounding property. As set out in the Declaration, all Lot Owners are responsible for the maintenance of landscaping and the removal of debris from their Lot. In addition, whether addressed in the Declaration or not, all Lot Owners shall be responsible for the maintenance of landscaping in and for the removal of debris from within the road right-of way abutting their Lot.

All exterior porches, patios and other Structures of this type as well as other locations on the Lot that can be viewed from another Lot, or the street are to be kept free and clear of unnecessary debris and clutter. Only outdoor furniture of a type and in a quantity appropriate for use on a Structure of this type shall be used on a permanent basis on these Structures or on the Lot. The authority to determine what type and quantity of furniture is appropriate and what constitutes excessive debris or clutter shall be that of the Developer and of the Association, When Empowered. No appliances shall, at any time, be stored on an exterior porch, patio, or other like structure.

GARAGE DOORS:

Garage doors are to remain closed at all times when access is not required, with the exception of periods when continued access is required for the completion of a project or activity. In this event, garage doors may not be left open for periods in excess of twelve (12) hours and in no case overnight. The practice of leaving garage doors open for activities and projects for extended periods shall not become frequent, continuous, or habitual and the frequency of leaving garage doors open to view from the street shall not constitute a nuisance to other Lot owners in the Community. The determination of what constitutes a nuisance, of what constitutes an acceptable period of time for a garage door to remain open and of what frequency is acceptable shall solely be that of the Developer or the Association.

GARBAGE AND REFUSE DISPOSAL/GARBAGE CONTAINERS:

No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers designed for that purpose and which are approved by the Developer or the Board of Directors of the Association, When Empowered, and screened from public view in a manner acceptable to the Developer or the Association, When Empowered. All equipment for the storage or disposal of such waste material shall be kept in a clean and sanitary condition. No burning of any trash (except as approved by the Developer or the Board of Directors of the Association, When empowered) and no unreasonable or unsightly accumulation or storage of litter, new or used building materials, or trash of any other kind shall be permitted on any Lot, street or upon any Common Area and all of these areas shall be kept clean at all times. If such litter or other materials is found on any Lot, the same will be removed by the Owner of such Lot, at the Owner's expense, upon written request of the Developer or the Association, When Empowered. Should the Owner fail to remove the refuse within the period set out in the written notice, the Developer or the Board of Directors of the Association, When Empowered, shall have the right to see that the refuse is removed by an appropriate party and to have the Board of Directors of the Association assess the Owner of that Lot for all of the costs associated with that removal, together with any collection costs, which shall become a part of the Board of Directors of the Association's continuing lien on the Lot.

The size, type and storage location of all garbage containers shall be approved by the Developer or the Board of Directors of the Association, When Empowered. Except on the day before and the day of pickup by the garbage collector, all containers shall be stored in a garage or in rear yards. Side yards are acceptable if screened from the front streets in a manner approved by the Developer or the Association, When Empowered. Containers shall not remain on the street past 9:00 AM on the morning following pickup.

There shall be no dumping of grass clippings, leaves or other debris; rubbish, trash or garbage; petroleum products, fertilizers, or other potentially hazardous or toxic substances in any drainage ditch, storm or other drainage system pipes, catch basins, yard drains, stream, pond, lake or on any Lot, street or Common Area within the Properties, except that fertilizers may be applied to landscaping on Lots and in Common Areas, provided care is taken to minimize run-off. For a limited period of time acceptable to the Developer or the

Board of Directors of the Association, When Empowered, and subject to additional conditions set by the Board of Directors of the Association or by a governmental entity or municipality responsible for its removal, where removal of such material is regularly provided by that entity or a provider contracted by that governmental entity for its removal, trash and debris acceptable to the Developer or the Board of Directors of the Association, When Empowered may be placed on the roadside for normal pick up. Upon notice from the Developer or the Board of Directors of the Association, When Empowered, that the type, quantity, location, condition of the trash or debris is unacceptable or that the time frame that the trash or Debris has or will remain in view is unacceptable, an owner shall remove such trash and debris from view of the street and other Lot Owners or from the Lot if directed to do so by the Developer or the Board of Directors of the Association, When Empowered.

Each Owner or Builder shall maintain its Lot in a neat and orderly condition throughout initial construction of a residential dwelling and not allow trash and debris from its activities to be carried by the wind or otherwise scattered within the Properties. Each Owner shall keep roadways, easements, swales, and other portions of the Properties clear of silt, construction materials and trash from its activities at all times. Trash and debris during initial construction of a residential dwelling shall be contained in a standard size dumpster or other appropriate receptacles and removed regularly from Lot and shall not be burned (except in a manner approved by the Developer or the Board of Directors of the Association, When Empowered), buried or covered on the Lot. Any Lot on which construction is in progress may be policed prior to each weekend, and during the weekend, all materials shall be neatly stacked or placed, and any trash or waste materials shall be removed.

### COMBUSTIBLE LIQUID:

There shall be no storage of gasoline, propane, heating, or other fuels, except for a reasonable amount of fuel that may be stored in containers appropriate for such purpose on each Lot for emergency operation of household heating and cooking appliances, for gas fireplaces and for the operation of lawn mowers and similar tools or equipment. Larger quantities (over 5 U.S. Gallons) must be approved by the Developer or the Board of Directors of the Association, When Empowered.

## BEHAVIOR

### OFFENSIVE ACTIVITIES:

No immoral, improper, noxious, offensive or illegal activities (including, but not limited to vulgar, abusive or otherwise inappropriate language or gestures and indecent exposure, the inappropriateness of all of which shall be the determination of the Developer or the Board of Directors of the Association, When Empowered) shall be carried on upon any Lot, Common Area or any other portion of the Properties, nor shall anything be done tending to cause embarrassment, discomfort, annoyance, or nuisance to any of the Owners or Co-owners of other Lots in the Community or any person using any Lot or common area within

the Properties, as determined by the Developer or the Board of Directors of the Association, When Empowered, in its sole discretion.

There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Properties. Without limiting the generality of the foregoing, no speaker, horn, whistle, siren, bell, amplifier, or other sound device, except such devices as may be used exclusively for security purposes or as approved by the Developer or Authority, When Empowered, shall be located, installed, or maintained upon the exterior of any home site unless required by law. Any siren or device for security purposes shall contain a device or system which causes it to shut off automatically. All valid laws, ordinances and regulations of all governmental agencies having jurisdiction shall be observed.

### QUIET ENJOYMENT:

TV's, radios, stereos, and any other type of music shall always be played at reasonable levels and shall not be played so as to be heard outside of the home in which being played between the hours of 10:00 P.M. and 7:00 A.M.

Other types of loud noises shall also be kept at a minimum between the hours of 10:00 P.M. and 7:00 A.M.

### GUNS, WEAPONS AND NOISEMAKERS:

The discharge of firearms on the Properties is prohibited. The term "firearms" includes without limitation devices that make excessive noise or that eject a projectile a distance of more than 15 feet, "B-B" guns, pellet guns, slingshots, firecrackers, and firearms of all types (regardless of size) or any comparable weapons or noisemakers. The Board may impose fines and exercise other enforcement remedies as set forth in this Declaration. Notwithstanding anything to the contrary contained herein, in the Declaration or in the By-Laws, the Board of Directors of the Association shall not be obligated to take action to enforce this Regulation.

No fireworks shall be allowed at any time on any Lot or common area except ONE approved firework display on July 4<sup>th</sup>. This event will be permitted at the pond and away from homes and must have the approval of the Board of Directors of the Association. The display will be provided at reasonable hours and shall have all safety measures in place.

### CHILDREN:

Children under the age of 10 are always to be supervised by a responsible adult and not left to their own discretion.

## ANIMALS AND PETS:

As further stated in the Declaration, no animals, livestock, or poultry of any kind may be raised, bred, kept, or permitted on any Lot, with the exception of dogs, cats, or other usual and common household pets in reasonable numbers. The number and type of acceptable household pets may be determined by the Board of the Association from time to time. No animals shall be kept, bred, or maintained for commercial purposes and all animals must be properly cared for and kept free of contagious diseases.

All pets shall be reasonably controlled by the owner whenever outside a home and shall be kept in a manner that prevents excessive barking or other acts that would, in the opinion of the Association, constitute a nuisance to other owners in the Community. The owners of the pet shall be responsible for all of the pet's actions. If, in the sole opinion of the Board, any animal becomes destructive to wildlife, dangerous or an annoyance or nuisance to the Owners of Lots within the Properties or of a nearby property, such animal shall be removed from the Properties upon notice from the Developer or the Board of Directors of the Association, When Empowered.

No pet shall be allowed by its owner to roam free (without being contained within a fenced area on the Lot or, when not within a fenced area, confined by a leash) or to deposit its feces on the Lot of another owner or on a common area. Those pets which are permitted to roam free, or, in the sole discretion of the Association, endanger the health, make objectionable noise, or constitute a nuisance or inconvenience to the Owners of other Lots or the owner of any portion of the Properties shall be removed by the Owner, upon notice from the Developer or the Board of Directors of the Association, When Empowered. Any pet may be removed by the Association if that Owner fails to remove the pet after proper notice from the Board of Directors of the Association. Should a pet deposit its feces on the Lot of another Owner or upon a common area, it shall be the responsibility of the pet's owner or the Owner of the Lot where the pet is kept to immediately remove the feces.

## VEHICLES AND PARKING

### INOPERATIVE AND UNLICENSED VEHICLES/ AUTOMOTIVE REPAIRS:

No inoperative or unlicensed vehicles may be parked on a Lot except in a garage. No auto maintenance or repairs of a commercial nature (Maintenance or repairs other than on your own vehicle or maintenance or repairs on any vehicle, including your own vehicle, which is of a nature other than minor maintenance or repairs. Minor maintenance and repairs shall be oil changes, belt replacement or general cleaning that do not make the vehicle inoperative for more than two (2) hours or that may in no way create excessive noise or draw undue attention to the activity) shall be allowed on a Lot. No vehicles, of any type, without mufflers shall be allowed on premises.

### COMMERCIAL AND RECREATIONAL VEHICLES:

No boats or boat trailers, "jet skis", personal water craft or other watercraft, utility trailers, campers, mobile homes, tractors, buses, farm equipment, recreational vehicles, all-terrain vehicles, go-carts, mini bikes, motorcycles (except licensed street bikes as determined by the Developer or the Board of Directors of the Association, When Empowered,) scooters, golf carts, other towed vehicles, vehicles on blocks, unlicensed vehicles or similar vehicles (collectively vehicles) may be placed or parked on any street within the Community or on any paved or non-paved area of a Lot or adjacent Lot, overnight unless such vehicle is parked inside a totally enclosed Structure or screened area specifically approved for that purpose by the Authority. Recreational vehicles can only be parked overnight on a Lot if approval is given by the Board and for no longer than 5 days.

Service and delivery vehicles may be parked on the Properties during daylight hours for such periods of time as are reasonably necessary to provide service or to make a delivery within the Properties. This provision shall not apply to the Declarant or to any Builder in the process of constructing approved improvements.

The Declarant and/or the Board of Directors of the Association may designate certain parking areas within the Properties for recreational vehicles subject to reasonable rules and fees, if any.

Commercial vehicles with less than three (3) axels may be parked in appropriate areas as described in this document under PASSENGER VEHICLES. Any other type of commercial vehicle must be approved by the Board of Directors of the Association.

### PASSENGER VEHICLES:

Subject to the conditions set out in the Regulations, no passenger vehicle may be parked on any portion of a Lot or the Area of Extended Lot Owner Responsibility, specifically landscaped areas, sidewalks, and walkways, other than other paved areas designed for that purpose. All passenger vehicles may be parked in garages or on driveways (parking on any portion of sidewalks or walkways is prohibited) if the Developer or the Board of Directors of the Association, When Empowered, determines that the number of vehicles or their type or condition is not detrimental to the good of the Community or its residents.

Parking on the street of any passenger vehicle is strictly prohibited when there is available space in the driveway or garage (use of the garage as a general storage area does not eliminate it from being an "available" parking location.)

Where all available driveway and garage spaces are utilized by other vehicles, parking on the street of a passenger vehicle of a Lot owner shall not be allowed if it is frequent, habitual, or continuous and parking on the street of a passenger vehicle of a Lot owner or of the temporary guest of a Lot owner shall only be allowed if it is temporary in nature and in a manner or location that is neither a nuisance to any other Lot owners, unsafe or hazardous to traffic or to persons within the Community. Hazardous and unsafe parking includes the parking of vehicles in any manner that blocks or impedes use of the sidewalks or walkways.

An example of parking that would constitute a nuisance to other Lot owners would include, but not be limited to, blocking, or impeding the use of a driveway by another homeowner or blocking or impeding use of a walkway or sidewalk. Examples of parking in a manner that is unsafe or hazardous shall include, but not be limited to, parking in a manner or location that: limits the access of emergency vehicles, interferes with appropriate site-distance for the roadway, is on a hill where visibility is limited, is on a curve where visibility is limited, is near an entrance or intersection or is near a common areas where children might be playing or where other persons might collect on a frequent basis.

No curbside parking areas may be created by expanding any portion of the street pavement without the approval of the Authority.

As set forth in the Declarations, passenger vehicles belonging to guests, invitees, and licensees of a Lot Owner can be parked temporarily in the pool lot when all available driveway and garage spaces are utilized by other vehicles. **There will be no parking in the pool lot between the hours of 10:00 pm and 6:00 am UNLESS approval is given by the Board of Directors of the Association.** Homeowners should send an email to the Board at persimmongrovehoa@gmail.com to request approval. Please include a description of the vehicle in the request. All vehicles left in the pool parking lot without approval will be towed at the owner's expense.

There will be no loitering in the pool parking lot. Neither the Board of Directors or the Association is responsible for theft or damage to vehicles or the contents.

**In all cases the Board of Directors of the Association shall, at its sole discretion, determine what constitutes the proper number and type or condition of vehicles that are appropriate for a Lot, a commercial or passenger vehicle, commercial maintenance and repairs, a nuisance to other Lot owners, improper parking, and unsafe or hazardous parking. The Board of Directors of the Association may tow (at the owner's expense) any vehicle or passenger vehicle parked in violation of this Regulation immediately in cases of a hazard or an emergency or upon the continued violation, after an initial notice is provided to car owner.**

## PLAYGROUNDS AND PLAYGROUND EQUIPMENT

### EQUIPMENT IN COMMON AREAS:

Any playground or other play areas or equipment furnished by the Board of Directors of the Association or erected within the Properties shall be used at the risk of the user, and the Association shall not be held liable to any Person for any claim, damage, or injury occurring thereon or related to use thereof.

### BASKETBALL GOALS:

- a. There shall be no permanent basketball goals installed on a Lot.
- b. The goal must be utilized in a manner that does not excessively negatively impact adjoining properties or property owners. At all times, vulgar and/or offensive language is not allowed.
- c. The goal may only be used between the hours of 7:00 AM to 10:00 PM.
- d. Vehicles may be parked in the roadway to allow the use of the goal, only when there is no other reasonable space in the driveway to park them and then only while the goal is in use by residents of the home and their accompanied guests. Vehicles that are moved from the driveway to allow such use shall not be parked in a manner that creates an unacceptable hazard to traffic or that blocks mail service to any box.
- e. The post and base of the goal must be black or galvanized gray in color and must remain rust free. The backboard must be white or clear.
- f. The goal must at all times be maintained in good condition, including paint on the post, the condition of the backboard, maintenance, and replacement of proper netting.
- g. When in use, the location or use of a temporary basketball goal shall not constitute a significant nuisance to other residents or an inappropriate inconvenience to other residents.
- h. The area surrounding the goal and the driveway must be policed and all debris and trash removed. All related paraphernalia, other than the goal itself, must be removed when the goal is not in use.
- i. The goal must at all times be located on a Lot and may never be located any closer than 25' from any roadway.
- j. The goal may never be placed or set up in any manner that causes those using the structure to be in a roadway, including in cul-de-sacs.
- k. Unless otherwise specifically approved by the Association, the structure must be located in an upright position on the side of the driveway (or an approved poured concrete area).
- l. The weighted base of the structure may either be filled with sand or water but may never be weighted from the outside of the structure.
- m. The goal may be laid down in the event of impending weather but must be upright once the event has passed.

- n. While variances to the location and use requirements set out herein may in some rare cases be provided, the circumstances surrounding the request for any variance and the reason for providing a variance must be viewed by the Board (or where applicable, by the Architectural Control Authority) as conditions that are significant enough that in the opinion of the Board (or the Architectural Control Authority) that, in their sole discretion, they determine that a variance is advisable or necessary. The fact that the criteria set out herein cannot be met due to limited driveway size or to the dimensions, shape or configuration of a Lot shall not in itself require the Board or the Architectural Control Authority to grant a variance. (See "Variance" section at the beginning of this document.)

## COMMON AREAS

### COMMON AREA USE AND MODIFICATION:

All parcels considered to be Common Area are either owned by the Association or the Developer and, as such, are not and will not be owned by the membership of the Association in general or by any individual Member or group of Members. Consistent with its ownership, the use of any portion of Common Area is controlled by either the Developer or by the Board of Directors of the Association. Therefore, no Common Area or any Improvement thereon may be used or altered in any way, without the express written authorization of the Developer or the Board of Directors of the Association.

The unauthorized use, alteration, modification or amendment of Common Area or any portion thereof by any Member of the Association or by their guests, family members, permittees, invitees or pets is strictly prohibited. However, the Developer and the Association reserves the right, in its sole discretion, to grant specific easements for the use of Common Area or to allow for specific or general uses or limitation of use of portions of Common Area. The creation of a specific or general easement for the use of a Common Area, the authorization for all or a specific portion of the Common Area to be used in a specific manner or the limitation of use of a portion of the Common Area shall in no way affect the use of additional portions of the Common Area nor shall it obligate the Developer or the Board of Directors of the Association to make similar allowances for or create similar limitations to or easements on any other Common Area or a portion thereof.

The unauthorized use or modification of a Common Area by an Owner, their guest, family members, permittees, invitees or pet(s) shall be deemed a violation of the Regulations and as such, is a violation of the Declaration. As with other violations of the Declaration, an Owner shall be responsible for the actions or for the failure to act of their guests, family members, permittees, invitees or pets. Upon written notice from the Developer or the Board of Directors of the Association, an Owner shall immediately cease any unauthorized use or modification of a Common Area, shall cause its guest, family members, permittees, invitees or pet(s) to cease any unauthorized use or modification of a Common Area and shall bring any portion of the Common Area so modified or improperly used by that Owner, their family members, permittees, invitees or pets to a condition: a) that is comparable to its condition prior to such use or modification,

b) that is satisfactory to the Developer or the Association, where the resulting condition is less than or different from the original condition of that Common Area prior to its use or modification and/or c) that is compliant with the provisions of any statute or requirement issued by any governmental authority having jurisdiction over such matters.

The Developer or the Board of Directors of the Association shall at all times have at their disposal: a) all legal remedies under the Law and b) all remedies set out in the Declaration to cause the non-compliant Owner, its guests, family members, invitees or pets to cease any activity that is unauthorized or that, at the sole determination of the Developer or the Board of Directors of the Association, falls outside of the limitations set out for the use or modification of a specific Common Area.

These remedies shall also be available to cause a non-compliant Owner to bring that improperly used or modified Common Area back to a condition that, in the sole opinion of the Developer or the Board of Directors of the Association complies with the paragraph above. Any cost incurred by the Developer or the Board of Directors of the Association to remedy a violation of this Regulation or to restore any portion of the Common Area to a condition compliant with the above standards, including collection cost and attorney fees, shall immediately become the cost of the Lot Owner or Owners responsible for the violation and a part of the Board of Directors of the Association's lien on their Lot(s).


Smoking and/or vaping on any common area property is strictly prohibited.

POND:

The community pond is for use by residents and their guests only. All guests must be accompanied by a resident at all times. All fish caught in the community pond are catch and release only. Noncompliance shall be deemed a violation of the Regulations and as such, is a violation of the Declaration.

IN WITNESS WHEREOF, I, the undersigned being a member of the Board of Directors of Persimmon Grove Home Owners Association, Inc., having hereunto set my hand this 28 day of April, 2025 do hereby certify that the foregoing Regulations constitutes the original Regulations of said Association all as duly adopted at a meeting of the Board of Directors.

Witnesses:



President- Persimmon Grove HOA

4-28-2025

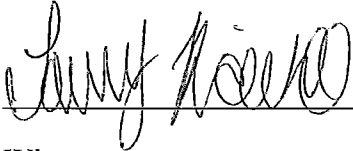
Date



Secretary-Persimmon Grove HOA

4-28-2025

Date



Witness

4-28-25

Date



Witness

4-28-25

Date

State of South Carolina )  
County of Lexington )

Personally, appeared before me the undersigned who, being first duly sworn, says the s/he saw within named Michelle French, by its duly authorized officer, sign, seal and as its corporate act and deed, deliver the within release of judgment; and the s/he with the other witness signing above witnessed the execution thereof.

Sworn to before me this 28 day of April, 2025.



NOTARY PUBLIC

MY COMMISSION EXPIRES:

**TONY N. BARFIELD**  
Notary Public, State of South Carolina  
My Commission Expires 1/30/2027