

DISCOVERY GARDEN

RULES, REGULATIONS AND RESTRICTIONS

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I DEFINITION

The following Rules, Regulations and Restrictions (RRR) have been created to help preserve the natural beauty of the Discovery Garden Community and are to be used in conjunction with the Sales Agreement which is provided to all homeowners at the time of sale. These RRR will apply to all homeowners and residents until such time as they are amended, modified, repealed or limited by the Discovery Garden Estate Management Company (EMC). The common area consists of all land outside the boundary of the plot on which the house is built.

II LIABILITY

Homeowners and residents are financially responsible for any damage done to common areas either by any family member or guest. This includes but is not limited to fencing, gates, mailboxes, lights, signs, driveways and any other surface or object considered as common area.

III RULES FOR COMMON AREA USE

1. The common areas as defined above, including the community services area, are available for use only by Discovery Garden homeowners, residents and accompanied guests.
2. Profanity is prohibited.
3. Drugs are prohibited.
4. Littering is prohibited.
5. Pets must always be held on a leash under an owner's control and homeowners / residents are required to pick up their pet's waste when walking or taking them in / on the common area.
6. The EMC reserves the right to suspend privileges or prosecute an individual for destruction of property.
7. The common areas cannot be reserved and must be shared with all homeowners / residents equally.
8. Any common driveways or passageways shall not be obstructed.
9. No homeowner / resident or guest shall cause or permit any noises to be made in the common area that interferes with the enjoyment of other homeowners / residents.
10. Unlicensed motorized vehicles are prohibited from being used within the community. Examples are, but are not limited to, motor bikes, powered scooters, golf carts and all-terrain vehicles.
11. Shoes and shirts are required around the common areas with the exception of the pool and individual easements.
12. Nude sunbathing is prohibited anywhere within the community.
13. No lawn furniture of any kind is allowed in / on the common area.

IV POOL RULES

1. The pool hours are from 9am to 9pm
2. Residents with past due accounts may not enter the pool area
3. Anyone caught in the pool area after 9pm will be considered trespassing and the security agents will be called
4. No smoking or vaping in the pool area
5. No running in the pool area
6. No solo swimming
7. **NO GLASS** allowed in the pool area

8. Children under the age of 12 must be accompanied by a parent or guardian at all times
9. Non potty-trained swimmers are required to wear swim diapers
10. Any person with open sores may not use the pool
11. Only proper swimming attire is allowed in the pool
12. No pets allowed in the pool area
13. Swim accessories may be used only in accordance with their intended design
14. No roughhousing or verbal abuse in the pool area
15. No profanity in the pool area
16. No diving
17. All trash must be disposed of in the proper trash containers
18. All patrons must conduct themselves in a safe and appropriate manner at all times
19. No nude sunbathing
20. The pool may not be reserved
21. Sound devices may not interfere with the enjoyment of others at the pool or within the community
22. Guests must be accompanied by a resident, or registered member, to enter the pool area
23. Residents and registered members are responsible for their guests at all times
24. A resident may bring up to 4 guests per household at one time to the pool area
25. Non-compliance with the above rules will result in removal from the pool area and a violation

V PARKING RULES

1. There is **NO STREET PARKING** within Discovery Garden at any time. **Any vehicle seen parked on the street or grass at any time will be towed WITHOUT NOTICE at the owner's expense.** All emergency vehicles are exempt from this provision. Also, all construction, service and delivery vehicles shall be exempt from this provision during daylight hours for the period of time as is reasonably necessary to provide the service or to make the delivery to a House or to the common property.
2. All owners / residents of Houses within the community must park in their driveway. Owners / residents **ARE NOT** permitted to park in visitor parking at any time. **Any homeowner / resident vehicle seen parked in visitor parking at any time will be towed WITHOUT NOTICE at the owner's expense.**
3. Parking of vehicles in unauthorized parking spaces is prohibited.
4. Parking of commercial vehicles or equipment, recreational vehicles, trailers, stored vehicles, unsightly or inoperable vehicles in places other than an enclosed garage is prohibited and will be towed without notice at the owner's expense.
5. For the purpose of this provision, commercial vehicle shall be deemed to include but is not limited to the following:
 - a. Vehicles with commercial writings, letterings, on their exteriors, including vehicles advertising businesses;
 - b. Buses, vans (excluding mini vans), taxis, hearses, vehicles with a cargo load capacity of one ton or more;
 - c. Vehicles that are used primarily for commercial purposes including those vehicles with tool racks, boxes, ladders or other fixtures intended for commercial use.

6. For the purpose of this provision, a vehicle shall be considered inoperable if it does not have a current license tag or is unable to move under its own power.
7. For the purpose of this provision, a vehicle shall be considered unsightly as any vehicle with substantial dents, broken glass, patched paint, rust or visible torn interiors.
8. For the purpose of this provision, a vehicle shall be considered stored if it remains parked on the lots driveway, for fourteen (14) consecutive days, without being moved, unless the owner receives written permission from the EMC.
9. **Guests' vehicles may not be parked in visitor parking for more than seven (7) days per month.**
10. Vehicles may not be advertised "FOR SALE" while parked in any of the visitor parking spaces or anywhere on the common grounds including driveways.
11. There are visitor parking spaces within the community and may only be used by guests of homeowners / residents. These spaces are to be used for visitor parking only and any homeowner / resident seen parked in a visitor spot will be subject to tow WITHOUT NOTICE at the owner's expense.
12. **THE DISCOVERY GARDEN EMC AND ITS BOARD OF DIRECTORS SHALL NOT BE HELD RESPONSIBLE FOR ANY COSTS ASSOCIATED WITH A LEGITIMATE TOW OR ANY VEHICLE DAMAGE CAUSED BY THE TOWING COMPANY.**

VI USE RESTRICTION AND RULES

The following rules for "single-family use" currently [can be found in the Sales Agreement](#) and are being listed again for convenience and clarification.

Use and Responsibilities

1. All of the Houses shall be restricted exclusively to single-family residential use.
2. Owners / residents may use his / her House as a business office or trade with the following conditions:
 - a. The business / trade must not create regular customer or client traffic to and from the House so as to not create a nuisance or disturbance to other homeowners / residents;
 - b. Signs, logos, symbols or nameplates identifying the business / trade are not permitted to be displayed anywhere on the exterior of the House or in any manner visible from the street (including inside a window);
 - c. The existence or operation of the business / trade activity is not apparent or detectable by sight, sounds or smell from the outside of the House;
 - d. City or LGA/State zoning regulations or ordinances must be adhered to;
 - e. Door to door solicitation of residents of the community is prohibited;
 - f. The business / trade activity is consistent with the residential character of the community and does not constitute a nuisance or a hazardous or offensive use, or threaten the security or safety of other homeowners / residents of the community as may be determined at the sole discretion of the EMC;
 - g. The business / trade is compliant with the standards of the type of business being run.
3. The terms business and trade, as used in this provision, shall be construed to have their ordinary, and generally accepted meanings and shall include without limitation, an 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:

- a. Such activity is engaged in full or part time;
- b. Such activity is intended to or does generate a profit;
- c. A license is required.

Prohibited Activities

4. No activity that is noxious, dangerous, unsightly, offensive, or of a nature as to diminish or destroy the enjoyment of the community shall be conducted in any House including those activities conducted inside the House but visible from the street.
 - a. All owners / residents must refrain from hobbies or any other activities or use of the House which could reasonably cause embarrassment, discomfort, annoyance or nuisance to any other homeowner / resident of any other House.
 - b. Nuisances are not permitted upon or within any House. This will include but is not limited to animals, exterior speakers, horns, whistles, bells or other sound devices such as wind chimes.
 - c. Security devices used exclusively for security purposes are exempt from this restriction.
 - d. Structures, equipment or other items on the exterior of a House which have become rusty, dilapidated or otherwise fallen into disrepair, including vehicles, are prohibited and must be removed immediately.
 - e. Motorized vehicles on unpaved common areas are prohibited, except for public safety vehicles and vehicles authorized by the EMC.
 - f. All unlicensed motorized vehicles are prohibited from use anywhere within the community. These will include but are not limited to the following:
 - i. Motorized scooters;
 - ii. Four (4) wheel all-terrain vehicles;
 - iii. Motor bikes;
 - iv. Golf carts.
 - g. Bikes and scooters, or any similar vehicles or items are not permitted on any common areas except paved areas. These vehicles must be operated in a safe manner.
 - h. Washing or detailing of any vehicle is prohibited from being performed on community streets. Washing and detailing shall be done only in driveways.
 - i. Automobile repairs must be done inside the homeowner's / resident's driveway and must not be done on any street including but not limited to oil changes.
 - j. Vehicles that leak oil and fluids shall not be parked on common property including streets and will be subject to fines. Any costs associated with the cleaning of these fluids off the common property shall be the sole responsibility of the vehicle owner. In cases of a homeowner's / resident's guests, the burden of the cost will remain the responsibility of the homeowner.

Suspension of Services

1. Service charge assessments are due by the 1st of January with no exceptions. There is a 30-day grace period and late fees and interest are assessed if payments are not in by the end of this time.
2. If charges or any part thereof remain unpaid for more than thirty (30) days after they become delinquent, the owner's and resident's right to use EMC property, including all driveways and roadways located within the community is subject to being suspended and the EMC shall provide the delinquent owner / resident written notice of the EMC's intent to suspend the owner's / resident's right to bring or park vehicles on the EMC property or have guests bring or park vehicles on the EMC property.
3. All costs associated with the suspension of parking usage shall be the sole responsibility of the homeowner including towing.
4. **The written notice shall be sent by email as well as regular mail not less than ten (10) days prior to the date of suspension.** If the owner does not pay the past due assessments or other charges within ten (10) days of such written notice, then all parking privileges shall be suspended until all past due assessments and other amounts are paid in full or an **approved** payment plan is put in place and signed by the homeowner and EMC.
5. Until that time all vehicles of the owner / resident and guest(s) shall be deemed "unauthorized" at Discovery Garden and will be subject to tow at the homeowner's expense.
6. These policies, rules and regulations shall not deny:
 - a. Pedestrian ingress or egress to or from the House;
 - b. Medical, fire, police or any other clearly identified health, safety, service or emergency vehicle's ingress or egress to or from the House.
7. Unauthorized vehicles parked on any portion of the EMC's property may be towed from the property or booted at the owner's expense.
8. If the unauthorized vehicle(s) is not removed from the Discovery Garden community within those twenty-four (24) hours after such notice is placed, the vehicle may be towed or booted without further notice. Thereafter, if that vehicle or any other belonging to the homeowner / resident or guest, returns to the property while it remains unauthorized, it may be towed again without further notice and at the owner's expense.
9. If twenty-four (24) hours after such notice is placed on the vehicle the owner / resident becomes past due on any assessment or charge within six (6) months, the vehicle may be towed in accordance with the first notice without further notice.

Animals

1. Houses must not be used for the breeding of animals of any kind or for any commercial purpose relating to animals.
 - a. The keeping of livestock, animals or poultry of any kind, other than what is reasonable to keep as a household pet(s) is not permitted.
 - b. Household pets are not permitted to be a source of annoyance to any other homeowner / resident.
 - c. Any known vicious animal may not be kept in any House / garage.
 - d. All pets must at all times whenever they are outside of a House, be held on a leash and under owner's control. This applies to dogs, cats and any other animal walking throughout the property.

- e. Homeowners / residents must be responsible for the proper clean up and disposal of all waste created by their animal(s). Any homeowner / resident who is observed to fail to comply is immediately subject to a per incident fine.
- f. Dog waste management will be enforced by the EMC.
- g. All violators are subject to a fine of N1000 for each offense.
- h. Each additional violation will be fined another N1000. Each violation will be considered a single incident and subject to fines.
- i. Payment of these fines is mandatory. Non-payment of fines will result in appropriate legal action up to and including property lien, suspension of parking and all at the owner's expense.
- j. Dog houses are not permitted on the common property or allotted easements except when the dog house is within an enclosed fence, out of view from other homeowners / residents and from the street.

Signs

1. No sign of any kind or character (including but not limited to commercial, for rent / lease and similar signs) shall be erected or displayed to the public on any portion of any house within the community (or inside any window visible from the street) with the following exceptions:
 - a. Customary name and address signs attached to the door of the house;
 - b. One (1) **regulation** "FOR SALE" sign to be placed in the front yard of the house;
 - c. All approved signs must be kept in good condition.
 - a. Any signs that do not meet these requirements will be removed without notice.

Unightly or Unkempt Conditions

1. The pursuit of hobbies or other activities which tend to cause an unclean, unhealthy or untidy condition to exist outside of the House (or visible from the street) must not be pursued or undertaken on any part of the community. Activities and hobbies such as but not limited to the assembly and disassembly of motor vehicles and other mechanical devices.
2. Unightly vehicles (those missing hubcaps or other normally attached parts, cracked window shields, predominantly rust covered and other similar situations, missing or expired tags) are prohibited.

Clotheslines and Garbage Bins

1. All homeowners / residents will have weekly garbage pick-up service provided by the EMC.
2. All garbage containers must be located so as to be concealed from view of the neighbouring houses and must not be visible from the street.
3. Garbage containers must only be set out 12 hours prior to scheduled pick-up and stored out of view 12 hours after the scheduled pick-up.
4. Owners / residents must only use approved garbage containers.
5. Outside clotheslines and hanging of items on deck that are visible from the street are not permitted.

Guns

1. The use of firearms in the community is prohibited. The term "firearms" includes but is not limited to the following:
 - a. BB guns;
 - b. Pellet guns;

- c. Firearms of all types;
- d. Compressed air guns / CO2 guns.

Grills

1. No fire pits, grills, or open flames of any kind are to be used on front covered balconies of homes. Grills used on back decks are to be used with caution and in the way that they are intended to be.
2. No grills are allowed in or around the pool area except for EMC sponsored social functions.

Satellite Dishes

1. Satellite dishes may be no larger than 1 meter (39 inches) in diameter and shall be located only on that portion of the house which is least visible from the street and shielded so as to minimize any risks and to ensure a nuisance is not created.
2. It is mandated that satellite dishes be installed in the rear of the house, mounted at the highest elevation possible. Please note that dish providers will often ignore this request and that the owner will incur additional cost to relocate an improperly mounted dish.

Laws

1. Any activity which violates local, state or federal laws or regulations is strictly prohibited and if seen will be notified to the police.

Personal Storage Units

1. Permanent storage units and other detached structures are not permitted on the property unless placed in an enclosed fenced area and not visible from the street.

Speed

1. The speed limit within Discovery Garden is 20 kph and is posted at the entrance.

Drainage

1. Catch basin and drainage areas are for the purpose of maintaining a natural flow of water only. No obstructions or debris shall be placed in these areas. No homeowner / resident of any house may obstruct or re-channel the drainage flows. Any damage or repair to these drainage areas will be the responsibility of the homeowner / resident that caused it.

Entry Features and Street Signs

1. Owners / residents shall not alter, remove or add improvements to any entry features or street signs as is currently constructed on any lot, house or any part of an easement area without the prior written consent of the EMC.

Play Equipment

1. Any construction, erection, or placement of anything, permanently or temporarily (overnight), on the outside of a house, whether such portion is improved or unimproved is prohibited. This shall include but is not limited to basketball hoops, swing sets and similar sports and play equipment. Inflatable pools are permitted during the day but must be stored in an enclosed area out of view overnight.

Lawn Furniture

1. Lawn furniture placement is limited to the patio and deck area only and must be natural in colour or as approved by the EMC.
2. Lawn furniture must be designated for outdoor use.
3. Indoor furniture may not be placed on the exterior of the house.

Decks & Patios

1. No awnings, permanent, retractable, or temporary may be placed on the property without first applying for an EMC modification and be approved by the Board.
2. All exterior approved structures must be properly maintained by the owner at all times.

Road Maintenance

1. It should be understood that while the EMC is responsible for the maintenance and replacement of the roads, both items are at the discretion of the Board of Directors based on the condition of the driveway and that it is natural for concrete to have surface cracks and blemishes.

VII ARCHITECTURAL CONTROL AND DESIGN STANDARDS

Introduction

The design standards have been established by the EMC in order to create and maintain a community of high quality and visual harmony. The EMC wish to maintain the community lifestyle and individual property values. All property owners / residents are bound by these design standards that govern the architectural control requests made by owners / residents. In the event of a conflict between the Covenants for the community and the Design Standards, the community Covenants shall prevail.

Architectural Control

1. Before modifying any exterior feature of the home, the owner / resident must obtain approval from the EMC. Example projects include building a fence, staining a deck, extending the patio, repainting or residing an exterior wall, and landscaping. The purpose of the EMC is to maintain the overall architectural plan of the community.
2. The EMC has a specific colour table for every home, which is available through the company.
3. For all other home maintenance and landscape improvements, provide plans, drawings and a completed architectural request to the EMC **PRIOR** to onset of project.

Architectural Control Request Procedure

4. No exterior addition or alteration may be placed or commenced on any lot without written approval from the EMC prior to the start of the project in order to maintain architectural integrity and EMC records.
5. All requests must include a full description of your project including dimensions, colours and proposed materials.
6. The EMC will respond to your request within fourteen (14) working days from the date of receipt; however, the EMC reserves the right to postpone review of the application in the event additional information is required prior to decision or recommendation.
The approval or denial of your request will be sent to you via a letter or email from the Estate Manager. The Estate Manager, and or their delegate, have the right to observe the project upon completion for compliance of these standards.

7. All projects must be completed within 30 days from onset, unless extenuating circumstances occur as determined by both the contractor and the Estate Manager, upon which such a delay must be accompanied by written notice as to the proposed completion date.

VIII DISCOVERY GARDEN DESIGN STANDARDS

Maintenance and Repair of Houses, Porticos, Stoops and Patios

1. The owner / resident of each house shall be obligated to maintain and repair the entirety of his / her house, including all exterior siding, gutters, decks and privacy fencing and the roof of such house. The owner / resident of each House shall also be obligated to maintain and repair the stoop and any portico which is attached to his / her house and the patio which is annexed to his / her house, including all brick, stucco and concrete portions of the same.
Such maintenance and repair work shall be performed at the sole expense of the owner of such House.
2. All exteriors of all houses and all stoops and porticos shall be maintained in a condition which is acceptable to the EMC.
3. Upon 3rd notification for repair or maintenance, a fine will be issued and action may be taken by the EMC in order to maintain integrity of the community fully at the expense of the homeowner / resident.
4. Any and all changes made to the exterior appearance of any house may not be made without prior written approval by the EMC, including but not limited to the following:
 - a. Paint colour that is different from the assigned paint colour;
 - b. Application of any brick, stucco, panelling or other siding.

Front Porches, Stoops, Porticos and Front Balconies

5. At the front of the house, furniture may only be placed on porches, stoops, porticos and balconies provided the furniture is outside furniture, not including folding chairs, camp chairs or the like and is natural in color, white or a colour that matches the colour scheme of the house unless otherwise approved by the EMC. Any hanging hardware mounted to exterior front walls is prohibited.
6. At no time shall furniture be placed and left in the driveways.
7. All furniture must be kept in good condition.
8. Flowerpots must be natural in colour or a colour that matches the colour scheme of the house.
9. Empty pots and hooks must be removed and plants should be kept neat and appear healthy.
10. No artificial vegetation is allowed on the exterior area of the House, the porch or any common area.

Painting

1. Paint colours have been pre-selected for your home. Houses must be painted according to the designated colour scheme; there are **NO exceptions**.

Landscaping

1. Any addition or alteration to a plot requires approval **in advance** (i.e. major landscaping improvements). Work should be performed in a way to prevent water from flowing across one plot to another. The homeowner / resident is responsible for maintaining proper grades at all times.
2. Landscaping should relate to the existing terrain and natural features of the lot. Alterations to landscaping on

common property shall not add a financial burden to the EMC and may require the burden of care be placed upon the homeowner / resident.

3. Vegetable / fruit gardens and fruit trees are not permitted. Any homeowners / residents that want to grow vegetables / fruits in their back yards away from view of the street must first obtain approval from the EMC as restrictions may apply.
4. All climbing vines are **prohibited**.
5. No living tree shall be removed from a lot / common area without prior written approval from the EMC.
6. The removal or alteration of existing shrubs requires prior approval from the EMC.
7. Hedges, walls, dog runs or animal pens of any kind, above-ground swimming pools and similar structures are prohibited.
8. Water hoses must be coiled and stored neatly when not in use.
9. Regular mowing, weeding, mulching and edging will be maintained by the EMC for common areas and by the homeowner/resident for the area within their fence.
10. Bedding material must consist of brown mulch or natural coloured stone.
11. Dead plants must be removed and replaced with similar plant species.
12. Damaged sod or irrigation caused by the owner or their guest will be replaced at owner's expense.
13. Owners are not allowed to remove plant beds.
14. Lawn edging may not interfere with any mow/maintenance operations.
15. Plastic and metal edging materials are prohibited.

Fencing and Decks

1. Any placement, erection or maintenance of any fence or fencing type barrier of any kind without the prior written consent of the EMC is prohibited. The EMC shall have the right to erect fencing of any type considered appropriate or desirable at any location on the common areas.

Window Treatments

1. All homeowners / residents are required to install window coverings, curtains, sheers or blinds within three (3) months after moving in.
2. Temporary window coverings are acceptable during the three (3) months after the initial move in provided they are a solid white blind. Anything other than this will be subject to a violation, including but not limited to the following:
 - a. Bed sheets, blankets or comforters;
 - b. Newspaper or magazines;
 - c. Foils or plastics.
3. To have no window covering is acceptable on a temporary basis during move in, move out or during interior renovations provided that unsightly items such as boxes and cumulative storage of random items are not visible from the street or to neighbouring homeowners / residents.
4. All window coverings must conform to the size of the window.
5. All window coverings facing the street must appear a solid white or off-white. Natural wood blinds are also acceptable. Window coverings that do not naturally appear this way must be backed with a white or off-white lining.

Window Air Conditioners and Heaters

1. Air-conditioners that are installed in any house through any exterior street facing wall of the house are not permitted. Installed window fans are not permitted.

Exterior Lighting

1. No coloured lights shall be used on any portion of a lot, including landscape lighting, without prior approval by the EMC with the following exceptions:
 - a. Lighting and decorations during the holiday season for religious festivals.
 - b. Illumination of an area other than the front or side yard of the house, providing it does not create a nuisance for the neighbouring homes.

IX FINING PROCEDURES

The EMC has adopted these rules and regulations to further clarify the covenants of this community.

Included is a fining procedure which is a part of the Sales Agreement and will be used when any of the rules, regulations and restrictions is violated.

1. **First Notice:** a courtesy warning detailing the violation is given with 10 days to rectify the violation.
2. **Second Notice:** a letter detailing the violation and potential fines is given with another 10 days to rectify the violation.
3. **Third Notice:** a letter detailing the violation and assessment of fines. Violations not remedied within 20 days from the first notice will be assessed a fine of N1,000 per day, per violation. The fines levied will be the personal responsibility of the homeowner and shall constitute a statutory lien against the House. The fines will continue to accrue until such time as the violation(s) is remedied. The homeowner may within 10 days from the date of the second notice request a hearing by sending written notice to the provided address on the letter. If the homeowner fails to request a hearing within those 10 days, all rights to have the fines reconsidered are waived.

Letters of this nature will be sent to the owner by both regular and email.

4. The EMC has the opportunity to perform self-abatement with written notice at the cost of the homeowner.
5. All fines remaining unpaid will constitute the homeowner's account being in arrears and normal procedures will be followed until fines, interest and late charges are paid in full.