



# RULES AND REGULATIONS

## THE ESTATE AT WESTBURY HORIZONTAL PROPERTY REGIME

**Effective January 1, 2015**

In order to create a congenial, pleasant, safe, and dignified living atmosphere that is respectful of all Owners and Occupants of Units, these Rules and Regulations have been adopted by the Board of Directors. These Rules and Regulations supplement the Master Deed of the Regime and the Bylaws of the Association. They apply to Owners, Occupants, and their families, tenants, guests, agents, invitees, contractors, and employees. Any capitalized term not defined herein shall have the meaning given in the Master Deed or Bylaws of the Association.

### **1. RESIDENTIAL AND BUSINESS USAGE.**

A. **Single Family Residential Use and Occupancy Limits.** Units shall be utilized for single family residential family purposes only. This shall not prevent subleasing or roommates. Owners and Tenants shall adhere to HUD's Occupancy Code of 2 people per bedroom. Therefore, the following limits apply for occupancy of a Unit:

- 1) A maximum of 2 people may reside in a 1 bedroom Unit.
- 2) A maximum of 4 people may reside in a 2 bedroom Unit.
- 3) A maximum of 6 people may reside in a 3 bedroom Unit.

The Association will notify an Owner in writing if an Owner's Unit exceeds authorized occupancy levels, and the Owner will have 30 days to correct the violation. Additionally, the Association will assess an initial fine of \$100 against the Owner of any Unit exceeding authorized occupancy levels. Thereafter, the Association will assess a fine of \$50 per week against the Owner of such Unit until proof is provided to the Association that the Unit is once again within occupancy limits. If an Owner refuses to comply, the Association will take legal action against the Owner of the Unit. The Owner's Unit will be billed, as a special assessment, for any legal costs the Association incurs.

### **B. At-Home Businesses/Usage.**

- 1) Private business may be conducted in a Unit to the extent allowed by applicable zoning laws.
- 2) Home offices may be operated in a Unit so long as the business does not generate frequent visits by clients or business associates to the Property, or unduly contribute to parking, traffic, telecommunications or security problems for the Property, all in the sole discretion of the Board of Directors.
- 3) No exterior signage or advertising of the Unit as a place of business is permitted.
- 4) No in-home childcare/daycare/babysitting businesses may be operated in a Unit or on the Property. Such businesses are considered in-home childcare businesses when money or goods are paid for the care of a minor in the Unit or on the Property.
- 5) The Association will notify an Owner in writing if an Owner's Unit used for unauthorized or disruptive business, and the Owner will have 48 hours to correct the violation. Additionally, the Association will assess an initial fine of \$200 to the Owner of any Unit used for unauthorized or disruptive business. Thereafter, the Association will assess a fine of a \$25 per day against the Owner of such Unit until proof is provided to the Association that the such business is no longer occurring on the Property.

### **C. Exemptions.** The provisions in (A) and (B) above shall not preclude the following:

- 1) The Association or any Management Agent may conduct business activity as is reasonably required for the effective operation of the Property and the Association.
- 2) With written permission by the Board of Directors, Units or Common Elements may be used, rented, or leased for such lawful purposes as leasing or sale of Units, Association administration, or other activities determined by the Board of Directors to be beneficial to the Association or Owners.

- 3) Units or Garage Units may be shown for sale or permitted leasing purposes during normal business hours and in accordance with any procedures established by the Board of Directors to preserve a congenial, pleasant, safe, and dignified living atmosphere.

**D. Leasing of Common Elements.**

- 1) The Board of Directors of the Association may lease, on such terms as it deems appropriate, a reasonable part of the Common Elements to a licensed real estate brokerage firm or property management firm to assist Owners in the leasing or sale of their Units or Garage Unit.
  - a) The Lease shall not exceed three (3) years but may contain provisions for multiple extensions for periods not to exceed one (1) year at a time.
  - b) The Lease shall require the real estate brokerage firm or property management firm to be a member of the local Multiple Listing Service (or a similar organization that provides an opportunity for other participating licensees to participate in sales).
  - c) The Lease shall include a provision stating that the Association shall be indemnified by the real estate brokerage firm or property management firm against any claims against the Association resulting from any activities of the real estate brokerage firm or property management firm that do not comply with applicable law or regulations.
  - d) The real estate brokerage firm or property management firm shall not represent that it is the sole broker/manager authorized to sell or lease Units in the Property.
  - e) Commissions shall be determined solely by the brokerage firm/property management firm and the Owner of the Unit or Garage Unit to be sold or leased. However, the commissions proposed by the firm shall not exceed those commonly charged for similar services in the Beaufort County area.

**2. TIMESHARING AND RENTALS.**

***Pursuant to Section 10.3 of the Master Deed, in order to alleviate problems of security and disruption associated with frequent changes in occupancy, the following rules apply:***

- A. **Timeshares:** Units shall not be divided into or operated as timeshares or interval ownership segments.
- B. **Rental Minimums:** Units shall not be leased or rented for periods less than one hundred eighty (180) consecutive days to the same individual.
- C. **Tenant Applications; Leases; Screening Tenants:** Owners must conduct background checks for all prospective tenants. The Association may provide a background check service to Owners for a fee. A copy of each tenant's background check report, with the social security number redacted, must be submitted to the Association along with a copy of the lease and the tenant's lease application including, without limitation, **the name(s), home address(es), and telephone number of the tenant(s) or PRIOR** to the tenant taking occupancy of the Unit. No person or persons who has ever plead guilty, no contest, or been convicted of a felony; or plead guilty, no contest or been convicted of any misdemeanor that involved drugs, weapons, theft, gangs, violence, or a threat to the health, safety, welfare of others within the last five years will be allowed to reside on the Property.
- D. **Leases Subject to Governing Documents.** Owner must provide a copy of the Master Deed, these Rules and Regulations, and any amendments, to any prospective tenant prior to execution of any lease, and prior to submission of tenant's rental application to the Association Office.
- E. **Compliance with Governing Documents:** Tenants, like Owners, are obligated to comply with all documents governing the Association and the Property. All leases must require tenants to comply with the terms of the Master Deed and the Rules and Regulations. If leased or rented, the Unit Owner shall ensure that Occupants of the Unit understand and fully comply with the provisions of the Master Deed and these Rules and Regulations. However, this statement in no way limits Owner from being liable for all of a tenant's actions and inactions, and the actions or inactions of a tenant's guests, invitees and Occupants.

F. **Tenant Pre-Occupancy Registration Requirements:** Prior to a tenant moving into a Unit, the Owner or property manager of such Unit must have the tenant register with the Association office. The following must be completed by the tenant before moving in to a Unit:

- 1) Gate Card Registration (Paperwork Required)
- 2) Amenity Card Pick-Up (Paperwork Required)
- 3) Pet Registration, if applicable (Paperwork Required)
- 4) Parking Registration (Paperwork Required)
- 5) Acknowledgement of Rules and Regulations

If a tenant moves into a Unit prior to completing the above pre-occupancy registration process, the Association will notify an Owner in writing, and the Association will assess an initial fine of \$250 to the Owner of such Unit. Thereafter, the Association will assess a fine of a \$100 per week against the Owner of such Unit until such registration is completed.

G. **Leases; Renewals; Vacancies:**

- 1) Property managers or Owner shall be responsible for providing copies of all leases and paperwork that Owners are obligated to provide under the Rules and Regulations.
- 2) Property managers or Owner are responsible for providing to the Association copies of lease renewals PRIOR to the start of the new lease term. Otherwise amenity cards and parking permits may be terminated and the tenant's car may be towed. The Association may assess a fine of \$100 to the Owner's account for failure to provide such lease renewal to the Association.
- 3) If a tenant's lease converts to a month to month term, the property manager or Owner must provide to the Association a letter on letterhead stating that the tenant's lease has converted to a month to month term. Otherwise amenity cards and parking permits may be terminated and the tenant's car may be towed. The Association may assess a fine of \$100 to the Owner's account for failure to provide such letter to the Association.
- 4) For safety purposes, Owners or property managers must notify the Association immediately when a Unit is vacant.

H. **Property Management.**

- 1) **Licensure.** All property managers providing services to Owners of Units must have and maintain a property management license with the State of South Carolina and comply with all applicable laws. Property managers must provide proof of licensing within 30 days of request of the Association or the Management Agent. Failure to do so will result in such property manager from being able to work on the Property or provide services to Owners of Units.
- 2) **Unethical Behavior, Poor Management Practices, and Issues with Property Managers.**
  - a) **An Invitation to Leave the Property:** Property managers who exhibit unethical behavior or poor management practices in the opinion of the Association may be permanently prohibited from providing services to the Property.
  - b) **Request Owner to Change Management Companies:** After 3 (three) violations of the Master Deed or Rules and Regulations by the same Unit managed by a property manager, the Board of Directors will suggest that the Owner change property management companies and provide a list of other companies within the area.
  - c) **Board Mandated Evictions:** After 5 (five) violations of the Master Deed or Rules and Regulations by the same Unit managed by a property manager, the Board of Directors will require that the Owner evict the tenant for violation of the Master Deed or Rules and Regulations.
- 3) **Order of Communication.** As an Association, our obligation is to Owners, not tenants or management companies. The order of communication shall always be:
  - a) First party contacted: Owner
  - b) Second party contacted: Property Manager

- c) Third party contacted: Tenant

The Association Office will NOT honor requests by Owners to cease contact regarding tenants or to communicate solely with property managers.

- I. **Disruptive Tenants, Criminal Behavior.** It is the responsibility of each Owner to secure responsible tenants for the Owner's Unit or to secure a reputable property manager to manage the Unit and tenant in the Owner's absence.

- a) **Repetitive Disruption:** If a tenant repetitively is disruptive and the Owner and/or property manager is uncooperative or fails to act upon notification, and as a result the congenial, pleasant, safe, and dignified living atmosphere of the Estate at Westbury suffers due to such tenants, the Association will assess a \$500 fine to the Owner.
- b) **Illegal or Criminal Activities:** If a tenant is involved in illegal activity on the Property that causes, directly or indirectly, the Estate at Westbury being reported in television or print news, the Association will assess a \$500 fine to the Owner.
- c) **Domestic Disputes:** Tenants who are involved in domestic disputes or domestic disputes that include violence on the property will be given 1 (one) warning from the Association and a \$100 fine. If any further incidences occur, the Board of Directors will require that the Owner evict the tenants for violation of the Master Deed or Rules and Regulations.
- d) **Sheriff's Office/Law Enforcement Calls:** If law enforcement is called to a Unit, written notice will be given to the Owner, property management company, and tenant. In the event of continued need for law enforcement involvement with any one Unit, the Board of Directors will require that the Owner evict the tenants for violation of the Master Deed or Rules and Regulations.
- e) **Beaufort County Sherriff's Office Reports:** Each week, the Association will review all Beaufort County Sherriff's Office Reports for the Estate at Westbury.

- 3. **USE OF CLUBHOUSE, POOL, AND OTHER COMMON ELEMENTS FOR PRIVATE EVENTS.** Any Owner wishing to use any Common Element for a private event must comply with the following:

- A. An application must be completed and submitted to the Association Office.
- B. The actual costs for staff/security will be charged to the Owner. At least 1 (one) Association staff person will be required to open and close the building. Security may or may not be needed but shall be determined by the Board of Directors.
- C. The Clubhouse is available for rental from 8 am to 10 pm. Special considerations may be made to allow the Clubhouse to be rented until 11 pm but are not guaranteed.
- D. No DJs or loud music that disturbs Occupants will be permitted.

E. **Rental Costs and Terms**

1) **Children's Birthday Parties:**

- a) \$100 rental fee, plus staff/lifeguard costs, payable in advance in the form of a money order or cashier's check
- b) Includes Clubhouse and pool for 2 hours
- c) Cleaning and Damages Deposit of \$250.00, payable in advance in the form of a money order or cashier's check
- d) May choose to clean yourself, or have the Association clean at your expense (at cost)
- e) Must observe occupancy limits.
- f) Must arrange for off-site parking for any vehicles that will not fit inside clubhouse parking area

2) **Weddings, Showers, Adult Parties, Clubs, etc.**

- a) \$100 rental fee, plus staff/security, for 3 hours, \$25/hr. thereafter, payable in advance in the form of a money order or cashier's check
- b) Cleaning and Damages Deposit of \$250.00, payable in advance in the form of a money order or cashier's check

- c) May choose to clean yourself, or have the Association clean at your expense (at cost)
  - d) Must observe occupancy limits
  - e) Must arrange for off-site parking for any vehicles that will not fit inside Clubhouse parking area
- F. Persons less than 18 years of age must be accompanied by a person who is eighteen (18) years of age or older. Access for personal guests or invitees of an Occupant must be authorized by a Occupant who is eighteen (18) years of age or older.
- G. The Management Agent or Board of Directors may limit the number of parties and reservations each month to ensure that Occupants have ample opportunity for use of the Common Elements. Further, the Management Agent or Board of Directors may deny an application at their sole discretion.
4. **PROHIBITED USES.** The Owner and Occupants of the Unit or Garage Unit shall not permit or suffer anything to be done on the Property that will, in the sole opinion of the Board of Directors or Management Agent:
- A. Increase the insurance rates on the Unit, Garage Unit, Common Elements, or Garage Common Elements over those rates that would reasonably be anticipated from the Unit for its normal purposes;
  - B. Obstruct or interfere with the rights of other Unit Owners or the Association; or
  - C. Violate any law, permit or regulation of a governmental body
5. **OWNER AND TENANT RESPONSIBLE FOR CONDUCT OF OTHERS IN UNIT.** Each Unit Owner shall be deemed responsible to the Association for the results of the actions or omissions of Occupants of the Unit and their agents, invitees, guests, and pets while on the Property, but the responsibility of the Unit Owner shall not relieve any Occupant of the Unit or their agents, invitees, or guests from any liability to the Association or **any** other Person for their acts.
6. **ACCESS TO THE PROPERTY.** Access to the Property is restricted for the safety of Owners, Occupants, our personal property and to maintain property values and tranquility. As such, the following rules apply:
- A. **Owner/Occupant Gate Access:**  
Gate access is limited to Owners and Occupants.
  - B. **Guests:** Access for personal guests or Invitees to a Unit may be authorized by the Unit Owner or Occupants of the Unit who are age sixteen (16) years or older.
  - C. **Guests of Guests:** Personal guests or invitees may not authorize access for others unless given approval to do so by the Board of Directors or the Management Agent.
  - D. **Residency on the Property:**
    - 1) Only the following Persons with proper authorization may reside on the Property:
      - a. Owners;
      - b. Occupants who are named on a lease; and
      - c. Minor children (under the age of 18) of Owners or Occupants.
    - 2) Anyone not an Owner, Occupant, or minor child of an Owner or Occupant who is residing on the Property is not authorized and is trespassing.
    - 3) All tenants must complete the requirements of Section 2 above. Additional tenants may not move in without prior approval, or the Association may assess fines as described above.
    - 4) Once a child reaches the age of 18, he/she must be listed on the lease and undergo a background check.
  - E. **Vendors:** To protect the tranquility of the Property and ensure adequate parking, vendors shall be restricted to working on the Property during the hours of 8 am-6 pm Monday through Friday. Vendors may not do work on the Property on weekends, with the exception of deliveries. Construction and renovation shall not take place on the weekend without advance special permission from the Board of Directors.
    - 1) All vendors must hold a business license, have proper identification, and be insured. Specialty jobs such as plumbing, electricity, etc. must be completed by specially licensed professionals of that field.
    - 2) The Board of Directors may, at their discretion, require a vendor decal for any vendors working on the Property in order to protect the investment of other homeowners by ensuring that

licensed/insured vendors are being used. If this is done, non-profit vendors such as Meals on Wheels, thrift store pickups, etc. shall obtain their vendor decal free of charge.

- F. The Management Agent or Board of Directors may establish additional check-in or sign-in procedures and time limits for vendors, suppliers, repair and service personnel, etc.
  - G. Upon request of the Management Agent or its employee, an Association employee, a law enforcement official, security personnel retained by the Association, or any Unit Owner or Occupant who is eighteen (18) years of age or older, a person on the Property shall provide proper identification and, if purportedly an authorized guest or invitee, shall provide the name, Unit number and telephone number of the person who authorized access for the person.
- 7. WEAPONS.** Because of the danger to persons and property, the brandishing or displaying of any weapon at any time on the Property is prohibited, except by law enforcement. The following also are prohibited:
- A. Slingshots, BB guns, pellet guns, air guns;
  - B. Archery items;
  - C. Throwing of bark, stones, rocks, bottles, cans or other items or projectiles that could injure or endanger other individuals or property.
- 8. PETS.**
- A. **Screening/Registration.**
    - 1) Occupants with pets must complete a Pet Application Form before a pet may occupy a Unit. If the pet is a dog or a cat, a current photograph must be attached to the application. The Association Office will present a copy of the house policies to the Occupant for review and signature. Tenants must provide a copy of their lease and a \$50 application fee. Failure to complete a Pet Application Form will result in the pet being unregistered and fines being assessed (See Section 8 G, 2d).
    - 2) The Association will assess a fine of \$25 per day per pet for each day the pet(s) remain on the Property without approval against the Owner of the Unit in which the pet is kept. The Board of Directors shall have the right to approve or disapprove the pet application of any Occupant that does not go through the proper screening and registration process prior to bringing the pet onto the Property.
    - 3) Following approval of a pet by the Association, an Occupant with a pet will be given 1 (one) numbered registration tag for the pet's collar. The tag must be on the pet and available for examination by code enforcement and/or security at any time that the pet is outdoors. The Association will assess a fine of \$25 per offense against the Owner of the Unit in which the pet is kept if a pet is found to be outside without the numbered registration tag.
    - 4) Application fees will be limited to no more than 1 (one) fee per Occupant. The fee is transferable to another Unit if that Occupant moves directly from one Unit to another or does so within 6 months-time with the same pet(s). There will be no application fee charged for service animals.
  - B. **Pet Fee.** The Association will charge a monthly pet fee of \$15.00 per dog, as follows to assist with funding pet stations the expense of removing pet waste as needed:
    - 1) **Owners:** So long as the an Owner has a good record without violations of the Pet Rules and Regulations, the Owner will not be charged a monthly pet fee. One written warning will be given by the Association to the Owner for a violation of the Pet Rules and Regulations. After that written warning, the Association will charge the monthly pet fee to the Owner from that point forward so long as the Owner has a dog.
    - 2) **Tenants:** Due to the long trend of tenants not cleaning up after pets and the pervasive pet waste problem, the monthly pet fee will apply to all tenants.
      - a) Billing: The monthly pet fee will be applied to the Owner's (landlord) account with the Association and billed along with Association regime fees. Owners are responsible for collecting reimbursement from their tenants.
      - b) Pet Waste: This monthly fee does NOT exclude pet caregivers from their responsibility in cleaning up after their pet's waste. Fines will apply should pet waste not be picked up.

- 3) **Service Animals:** There will be no monthly fee for verified service animals. However, an official letter from a physician declaring a need for the service animal as well as proper documentation verifying that the animal has been trained as a service animal will be required.
- C. **Permissible Pets.**
- 1) **Dogs:** Permitted, weight limit 35 pounds
  - 2) **SPECIFICALLY PROHIBITED BREEDS: The following specific breeds of dogs (or dogs mixed with these breeds) are NOT permitted:** Pit Bulls (aka American Staffordshire Terriers, Staffordshire Bull Terriers, or American Pit Bull Terriers), Bull Terriers, Bull Mastiffs, German Shepherds, Huskies, Malamutes, Doberman Pinschers, Rottweilers, Chow Chows, and Rhodesian Ridgebacks. No wild dogs are permitted.
  - 3) **Cats:** Permitted
  - 4) **Birds:** Permitted
  - 5) **Fish:** Permitted
- D. **Number of Pets Permissible.**
- 1) **Owners:** Owners may have up to 2 (two) pets per Unit. Fish do not count toward that limit.
  - 2) **Tenants:** Tenants may have 1 (one) pet per Unit. Fish do not count toward that limit.
  - 3) **Lease Agreements:** Owners and property managers may NOT give permission for tenants to have more than 1 pet per Unit.
  - 4) **Service Animals:** Service animals do not count toward the pet limit, as legally the service animal is not a “pet”. However, an official letter from a physician declaring a need for the service animal as well as proper documentation verifying that the animal has been trained as a service animal will be required.
- E. **Vaccination & Spay/Neuter Requirements.**
- 1) **Vaccinations:** All pets must be kept up to date on vaccinations. A vaccination record is required for each pet, showing the pet’s name, specific breed(s), sex, color, and next vaccination due date. South Carolina law requires that all cats and dogs be vaccinated against rabies. Additionally, the Estate at Westbury requires distemper vaccinations.
  - 2) **Spay/Neuter:** All cats and dogs must be spayed or neutered by six months of age unless the procedure is deemed medically unsafe by a veterinarian. Records of the procedure showing the pet’s name, specific breed(s), sex, color, are to be provided to the Association Office on the veterinarian’s letterhead.
- F. **Restrictions.**
- 1) **Leashes:** Pets must be leashed at all times when outside a Unit. If extendable leashes are used, dog caregivers must remain close enough to the dog to keep the dog under firm control.
  - 2) **Breeding:** Pets shall not be kept, bred, or used for any commercial purpose.
  - 3) **Roaming/Tethering:** Pets must not be allowed to roam free or be tethered in the Common Elements.
  - 4) **Supervision:** Pets must not be left unattended on patios or balconies. Pets in transit are to be carried, restrained by a leash, or placed in an animal carrier.
  - 5) **Pet Waste:** Persons who walk pets are responsible for immediately cleaning up after their animals and discarding securely bagged pet waste in the provided pet stations provided throughout the Property. Cat litter may not be disposed of in toilets.
  - 6) **Damage:** Pet caregivers are responsible for any damage caused by their pets. Any damage caused by cleaning chemicals or other such materials used in an attempt to remedy said damage is also the full responsibility of the pet caregiver.
  - 7) **Noise/Nuisance:** No pet shall be allowed to become a nuisance or create any unreasonable disturbance. Examples of nuisance behavior for the purposes of this paragraph are:
    - a) Pets whose unruly behavior causes personal injury or property damage.
    - b) Pets who make noise continuously and/or incessantly.



- c) Pets in Common Elements who are not under the complete physical control of a responsible caregiver and on a hand-held leash of no more than six feet in length or in a pet carrier.
  - d) Pets who relieve themselves on walls or floors of Common Elements.
  - e) Pets who exhibit aggressive or other dangerous or potentially dangerous behavior.
  - f) Pets who are conspicuously unclean or parasite infested.
- 8) **Service Animals:** Notwithstanding any other provision herein, disabled Occupants may keep service animals in their Units.
- 9) **Pets of Guests:** Occupants are responsible for the pets of guests who visit their Unit; such pets are subject to the same restrictions as resident pets.
- a) Guests are limited to 1 (ONE) dog or cat (not to exceed 35 pounds). The animal must be up to date on all vaccinations, spayed or neutered, and the pet caregiver must comply with all of the pet rules and regulations.
  - b) The office must be notified ***in advance*** that the pet of a guest is coming. If the guest is coming for a last minute weekend visit, the Unit Owner or tenant must email the office or drop a note in the overnight drop box. If the office is not notified, then the dog will be deemed “an unregistered pet” of the resident and fines will be imposed (see Section 8 G, 2d).
  - c) No pet of a guest may stay in a Unit for more than 14 days (consecutive or staggered) in any one-year period without prior written permission of the Owner and Association Office.
- 10) **Indemnification:** Pet caregivers and the Owner of the Unit in which the pet resides shall indemnify the Association and hold it harmless against loss or liability of any kind arising from their pet(s).
- G. Pet Enforcement & Fines.**
- 1) **Violations:** Any resident or Management Agent personnel observing a violation of any of these rules shall discuss the violation in a neighborly fashion with the pet caregiver in an effort to secure voluntary compliance. If the complaint is not resolved, it must be put in writing, signed, and presented to the Association Office. If the Management Agent or Board of Directors is in agreement with such complaint, the pet caregiver and the Owner of the Unit in which the pet resides will receive written notice of the violation.
- 2) **Fine Schedule/Procedure:** Except where otherwise noted, the Association shall impose the following penalties for violations of the Rules and Regulations applicable to pets:
- a) *First Violation:* Written warning with no fines attached.
  - b) *Second Violation:* Fine of \$25.00.
  - c) *Third Violation:* Fine of \$50.00. This is the “final chance”.
  - d) Unauthorized Pets/Unregistered Pets, and Guest Pets who stay longer than 14 days will result in the Unit Owner’s account being fined immediately \$100, and then \$25/day until the situation has been remedied to the satisfaction of the Board of Directors. **There will be no warning given for unauthorized pets.**
  - e) *Fine Billing Policy:* All fines will be applied to the Owner’s (landlord) account with the Association and billed along with association regime fees. Owners are responsible for collecting reimbursement from their tenants.
- H. Pet Removal Hearing:** If violations continue after the 3<sup>rd</sup> violation, arrangements will be made for a hearing before the Board of Directors to determine whether the pet may remain on the Property. At the Board’s discretion, immediate arrangements for a hearing may be made if the nature of the complaint involves personal injury or the imminent threat thereof. The Board of Directors may require the permanent removal of any pet, if such pet is determined by the board to be a nuisance or a danger to the Property or Occupants. It should be noted that the Board of Directors will not be lenient or merciful at the hearing stage as multiple warnings have been issued and the Rules and Regulations have been made available to all Occupants.

If the Board requires permanent removal of a pet, the pet caregiver will have 30 (thirty) days to remove the pet from the Property; provided, however, that if the pet is a danger to other residents or pets, the pet caregiver may be required to remove the pet immediately from the Property at completion of the hearing. The Board of Directors also has the authority to assess and collect fines for violations of the Rules and Regulations pertaining to pets and to assess and collect amounts necessary to repair or replace damaged areas or objects.

**9. NON-SMOKING AREAS AND SMOKING AREAS.** All Common Elements on the Property are NON-SMOKING except for the designated smoking area on the Property which shall be marked with a sign, contain picnic tables and have limited shelter such as a gazebo. Occupants are responsible for properly disposing of smoking materials in ashtrays or waste receptacles.

**10. OFFENSIVE ACTIVITIES.**

- A. Owners are responsible at all times for the reasonable conduct of themselves, their tenants and guests.
- B. Speakers, horns, whistles, bells, or other devices that emit sounds that are clearly audible in other Units or the Common Elements are prohibited ( except for Security and Cue alarm devices or other devices expressly approved in writing by the Board of Directors). **See Section 10C, Noise Rules.** Unusually bright, flashing or pulsating lights that are visible from another Unit or the Common Elements (other than Limited Common Elements serving only the Unit in which they are located) also are prohibited.
- C. **Noise Rules:** Respect for neighbors' rights to peace and quiet is essential. Any violation of the following Noise Rules will be subject to the imposition of a notice, hearing and a fine:
  - 1) **Noise Volumes:** The volume of radio, stereo sets, television, musical instruments, audio devices, parties, children playing and conversations must be maintained at a reasonable level at all times so other Occupants are not disturbed. The Association shall impose the following penalties for violations: **First Offense:** Warning; **2<sup>nd</sup> Offense:** \$50 fine; **3<sup>rd</sup> Offense:** \$75 fine; **4<sup>th</sup> Offense:** \$100 fine; **5<sup>th</sup> Offense and Additional Offenses:** \$200 fine, and the Board of Directors will require that the Owner evict a tenant for violation of the Master Deed or Rules and Regulations.
  - 2) Loud or boisterous conduct anywhere on the Property, including in the Unit or Garage Unit, which disturbs the comfort and quiet enjoyment of others is prohibited. The Association shall impose the following penalties for violations: **First Offense:** Warning; **2<sup>nd</sup> Offense:** \$50 fine; **3<sup>rd</sup> Offense:** \$75 fine; **4<sup>th</sup> Offense:** \$100 fine; **5<sup>th</sup> Offense and Additional Offenses:** \$200 fine, and the Board of Directors will require that the Owner evict a tenant for violation of the Master Deed or Rules and Regulations.
  - 3) **Outside Quiet Hours:** From sunset to sunrise, the volume outside Units must be significantly reduced to avoid disturbing Occupants. The Association shall impose the following penalties for violations: **First Offense:** Warning; **2<sup>nd</sup> Offense:** \$50 fine; **3<sup>rd</sup> Offense:** \$75 fine; **4<sup>th</sup> Offense:** \$100 fine **5<sup>th</sup> Offense and Additional Offenses:** \$200 fine, and the Board of Directors will require that the Owner evict a tenant for violation of the Master Deed or Rules and Regulations.
  - 4) **Curfew for Minors:** No one under sixteen (16) years of age shall be allowed in the Common Elements from 8:00 PM to 7:00 AM, unless accompanied by an adult Owner or Occupant. No person age sixteen (16) or seventeen (17) years of age may be in in the Common Elements from 10:00 PM to 7:00 AM, unless accompanied by an adult Owner or Occupant, or unless briefly walking a pet or walking from their vehicle to their Unit.
  - 5) **Speakers and Floor Supported Musical Instruments:** Speakers and floor-supported musical instruments (e.g., pianos and organs) or other equipment must be properly insulated from direct contact with floors and walls in order to minimize vibrations.
  - 6) **Vehicle Audio Systems:** **Vehicle Audio Systems must be turned down prior to entering Westbury Park from Buck Island Road or Highway 278.** The volume must be such that no music may be heard from outside of the vehicle. Windows must be rolled up and sunroofs closed or turn the radio off. This is in effort to protect our neighbors on Kensington Boulevard in Westbury Park as

well as Occupants on the Property. The Association shall impose the following penalties for violations: **Fine First Offense: \$100, NO WARNING; 2<sup>nd</sup> Offense \$150 Fine; 3<sup>rd</sup> Offense \$200 Fine; 4<sup>th</sup> Offense: \$250 Fine; 5<sup>th</sup> Offense and Additional Offenses: \$250 fine**, and the Board of Directors will require that the Owner evict a tenant for violation of the Master Deed or Rules and Regulations. **Note: Owners and Occupants are responsible for the volumes of their guests audio systems.**

- 7) **Enforcement:** Westbury Park's Security and Estate at Westbury Security shall enforce the Noise Rules. Fines shall be assessed by the Management Agent.
  - D. **Loitering:** For the safety of Occupants, loitering is not permitted on the Property, including, without limitation, in the breezeways, on stairwells, sidewalks or in parking lots at any time night or day. The Association shall impose the following penalties for violations: **First Offense:** Warning; **2<sup>nd</sup> Offense:** \$50 fine; **3<sup>rd</sup> Offense:** \$75 fine; **4<sup>th</sup> Offense:** \$100 fine; **5<sup>th</sup> Offense and Additional Offenses:** \$200 fine, and the Board of Directors will require that the Owner evict a tenant for violation of the Master Deed or Rules and Regulations.
  - E. **Littering:** The Association requires each Owner's and Occupant's participation and assistance to maintain the Property. Occupants must assist the Board by ensuring that neither Occupants, nor their children or their guests litter anywhere on the Property. Littering is subject to the imposition of a notice, hearing and fine. Throwing down cigarette butts is considered littering. The Association shall impose the following penalties for violations: **Fine First Offense:** \$100, NO WARNING; **2<sup>nd</sup> Offense** \$150 Fine; **3<sup>rd</sup> Offense** \$200 Fine; **4<sup>th</sup> Offense:** \$250 Fine; **5<sup>th</sup> Offense and Additional Offenses:** \$250 fine, and the Board of Directors will require that the Owner evict a tenant for violation of the Master Deed or Rules and Regulations.
11. **SKATEBOARDS AND WHEELED DEVICES.** Skateboards, roller skates, scooters, wheeled shoes, and other similar wheeled devices are prohibited on the Property due to the lack of suitable safe area for such activities.
  12. **SECURITY.** The Association and Management Agent are not responsible for the security of Owners, Occupants, or their invitees or guests. Owners and Occupants are encouraged to obtain insurance coverage for any perceived danger to property or person. The Board shall, at its sole discretion, have the option to engage on-site security for the Property. **All Owners and Occupants and their invitees and guests shall cooperate with security personnel at all times.**
    - A. Security shall have the ability to write state tickets.
    - B. Security shall assist with enforcement of the Master Deed, Bylaws, and these Rules and Regulations.
    - C. Security shall arrange for check points as needed for entry to the Property.
  13. **POOL RULES.** The following rules and regulations have been established for the welfare of all Occupants and also to prevent damage to the Common Elements.
    - A. **Swim at Your Own Risk:** All persons swim and use the pool at their own risk. NO LIFEGUARD IS EVER ON DUTY.
    - B. **Gate:** The gate to the pool area must be kept locked at all times for safety and to comply with SCDHEC ordinances.
    - C. **Pool Entry:** Pool fobs (entry keys) may not be shared with non-Occupants or other Occupants. Occupants may not open the pool gate for others, even those they know to live on the Property. Doing so may cause loss of pool privileges (note security cameras). Entry by climbing over the pool fence is prohibited.
    - D. **Lost Keys:** Lost pool fobs/entry keys for the pool may be replaced by calling the Association Office. A \$10.00 charge will be assessed and must be paid via money order or cashier's check before issuance of a replacement pool fob/entry key.
    - E. **Guests:** The pool may be used only by Occupants and guests of Occupants. Any ineligible, non-conforming or undesirable person or persons misusing the facilities will be precluded from use. Pool use shall be in the sole discretion of the Management Agent or the Board. An Occupant must

accompany every guest at all times. A maximum of four (4) guests per Unit are allowed in the pool area at any one time, unless the pool has been reserved for a private event.

- F. **No Pets:** No pets are allowed in the pool area at any time due to SCDHEC ordinances.
- G. **Glass Containers/Smoking/Food:** No glass containers may be brought into the pool area at any time. The pool is a NO SMOKING AREA. Food must be confined to tables only.
- H. **Running/Horseplay:** Running, undue splashing, "horse-play", spitting or obscene gestures or language are not allowed. Determining whether such an offense occurred shall be at the sole discretion of Management Agent or the Board.
- I. **Dress:** Only persons dressed in appropriate swimming apparel will be allowed in the pool. No cutoffs of any type or street wear are permitted in the pool. Toddlers in diapers must wear waterproof pants with well-fitting elastic legs over swim diapers when in the pool.
- J. **Toys/Play Equipment:** Pool play equipment shall be limited to small rings, noodles, and balls. Large play equipment such as air rafts may be used only if they are not any annoyance to other swimmers. No black swim fins, boats, large inner tubes or Styrofoam equipment are allowed. Safety equipment is for emergency use only!
- K. **Music/Audio Devices:** Only battery operated radios and audio devices are allowed in the pool area, and then ear phones must be used. Electrically operated radios and audio devices are prohibited.
- L. **Quiet:** Persons using the pool must respect their neighbors' rights to quiet and keep the noise to an absolute minimum.
- M. **Cleanliness:** Throwing foreign matter or debris into or about the pool is prohibited as this may result in pool closure to reestablish a chemical balance to satisfy the requirements of applicable ordinances.
- N. **Under age 16:** Persons under sixteen (16) years of age must be accompanied by an adult Occupant at all times. Minors may lose the privilege of pool use without an adult present if these rules are not adhered to or if there are other behavioral issues on the Property.
- O. **Pool Furniture:** Pool furniture is to be used only for pool purposes and may not be placed into the pool
- P. **Intoxication:** No intoxicated persons or persons having infectious diseases shall use the pool at any time.
- Q. **Please Remove:** Hair curlers, bobby pins and hairpins must be removed from the hair prior to pool use. Tanning oils and lotions must be completely removed from the body before entering the pool.
- R. **Trespassing/Pool Closure:** The pool shall not be used during repairs or maintenance or when it has been closed for any other reason. Any entry while pool is closed is trespassing.
- S. **Private Parties:** The pool may be reserved for private occasions for a time period up to two hours. To schedule a private pool reservation, contact the Association Office. Hours available for private reservations are limited. (Please see section 3).
- T. **Fines:** Owners shall be subject to the imposition of a notice and fine for any violation. Anyone breaking these rules may lose pool privileges for up to sixty (60) days for each occurrence and pool fobs will be deactivated.
- U. **Pool Hours:** Pool hours are sunrise to sunset.

#### 14. SIGNS AND WINDOW TREATMENTS.

- A. **Signs:** Unless otherwise expressly permitted in writing by the Board of Directors or Management Agent, an Occupant shall place no sign, advertisement, or notice on the Property other than inside a Unit. The sign may not be visible from outside a Unit.
- B. **Window Treatments:**
  - 1) **Blinds:** All windows must have blinds, which must be white and horizontal. No vertical blinds are permitted. Small slat blinds or plantation blinds are acceptable. Blinds must be in good working order and free from bent slats, cracks, tears and must not be broken.
  - 2) **Curtains and window treatments:** All windows must have blinds between the window and curtains or other types of window treatments.

#### 15. ANTENNAS AND TELECOMMUNICATIONS EQUIPMENT.

Unless otherwise expressly permitted in writing by the Board of Directors or Management Agent, no television, radio or other telecommunications antenna, aerial, component or dish shall be erected on a Unit, Garage Unit, Common Elements, or Garage Common Elements in a manner that causes it to be visible under normal use conditions from another Unit or the

Common Elements (other than Limited Common Elements serving only the Unit in which it is located). No telecommunications equipment installed on the Property shall unreasonably interfere with the operation of normal telephone, television or other telecommunications systems for other Units, as determined by the Board of Directors.

**16. APPROVAL OF MODIFICATIONS.**

- A. Unless otherwise expressly permitted in writing by the Board of Directors (or its authorized designee, such as an architectural review committee), no painting, decoration, attachment to, or modification of a Unit, Garage Unit, Common Elements or Garage Common Elements that would be visible from any other Unit or any portion of the Common Elements (other than the Limited Common Elements serving only the Unit in which it is situated), no modification of the Common Elements or Garage Common Elements (including Limited Common Elements) and no modification of structural, mechanical, electrical or plumbing systems of a Unit or Garage Unit shall be permitted until 2 (two) sets of plans showing the nature, shape, dimensions, materials, color and location thereof have been submitted to and approved by the Board of Directors or its authorized designee. Approval shall not be required for replacement of a mechanical, electrical or plumbing component within a Unit or Garage Unit by a component of equal or better quality that is compatible with other systems in the Unit and the Building and complies with applicable codes.
- B. The Board of Directors (or its authorized designee) may determine that certain attachments to a Unit, Garage Unit or any portion of the Common Elements or Garage Common Elements, such as, without limitation, balcony ceiling fans, exterior lights, must be in uniform in appearance and location in order to preserve the visual harmony of the Property.
- C. The Board of Directors (or its authorized designee) shall have 3 (three) calendar weeks from receipt of all required information to review the submitted information. It may approve, reject, or modify the proposed plans based on its perception of the consistency and harmony of the plans with the Master Deed, the original structure, and other practical and aesthetic factors deemed appropriate by the Board of Directors (or its registered agent). If notice of approval, disapproval, proposed modification or request for additional information is not received by the submitting Owner within such three (3) calendar week period, the plans shall be deemed approved. If the Board of Directors or its authorized designee determines that professional advice is required in order to evaluate the submitted information or to monitor the execution of the proposed modifications, it may impose reasonable fees to cover the cost to the Association. Such fees shall be payable by the applicant as a pre-condition of such evaluation or modification.
- D. **Floor Modifications:** All floor replacements for 2<sup>nd</sup> and 3<sup>rd</sup> floors must be carpeting over 80% of the Unit, to include bedrooms, living room, dining room and hallway.
  - 1) With advance approval by the Board of Directors, non-carpet flooring may be laid by a professional licensed installer on second and third floors, only when 6 mm or thicker acoustical cork or other sound-insulating material acceptable to the Board of Directors is applied to the subfloor or underlayment with an adhesive approved by the manufacturer. A plan with specific product information and installer information must be submitted to the Board for approval prior to installation. The Board of Directors shall assess a fine of \$500 against any Unit failing to obtain Board approval prior to installation.
  - 2) As a response to an abundance of noise complaints by Occupants, second and third floor Units that have been tiled or had wood flooring installed without proper sound barriers may be grandfathered in, but Occupants of such Units must install non-tacked carpet runners and rugs with 1/2" rubber foam padding over 80% of the bedrooms, living room, dining room and hallway to serve as sound insulation (as determined by the Board of Directors). A plan with specific product information and installer information must be submitted to the Board for approval prior to installation. Owners of Units with noise complaints due to flooring without proper sound insulation will be notified in writing, via certified mail signed receipt, and will have 30 (thirty) days to comply.

- 3) Owners who fail to submit a plan to the Board of Directors, who install sub-standard carpeting or foam padding or use an unlicensed installer, and as a result the sound barrier does not meet the requirements of this provision (as solely determined by the Board of Directors), will not be in compliance or grandfathered in.
  - 4) If non-carpet flooring is installed in a Unit directly over plywood with no sound insulation and the Owner refuses to comply with the requirements of the above provision to be grandfathered in, the Association will assess against the Owner of such Unit a fine of \$25 per day until the Unit is in compliance. Any additional fines for noise complaints will also apply.
  - E. Compliance with the above procedures is not a substitute for compliance with other applicable building, zoning, subdivision and development standards ordinances or codes or other covenants that may apply to the work. The Board of Directors, its authorized designee, the Association, the Management Agent, and their respective officers, employees and agents shall not be responsible for any defects in any plans or specifications approved by the Board of Directors or its authorized designee, nor for any defects in any work done according to such plans and specifications.
- 17. TRASH.** Household trash and other waste shall be taken to the trash compactor across from the Clubhouse. Bagged garbage and boxes are permitted. Household furniture and large items are not permitted.
- A. Household garbage shall not be placed in trashcans around the Property.
  - B. Trash bags shall not be stored on vehicles in anticipation of going to the compactor.
  - C. Trash is not to be stored in breezeways or on patios or balconies.

The Association shall impose the following penalties against the Owner of a Unit for violations of this Section: **First Offense:** \$100, Warning; **2<sup>nd</sup> Offense:** \$150 fine; **3<sup>rd</sup> Offense:** \$200 fine; **4<sup>th</sup> Offense:** \$250 fine; **5<sup>th</sup> Offense and Additional Offenses:** \$250 fine, and the Board of Directors will require that the Owner evict a tenant for violation of the Master Deed or Rules and Regulations.

**18. OBSTRUCTION AND USE OF COMMON ELEMENTS.** Corridors, steps, breezeways, driveways, parking areas, or pathways for ingress and egress shall be used for no other purpose other than normal transit through them. Nothing shall be stored or kept on any part of the Common Elements. Corridors, steps, breezeways, driveways, parking areas, and pathways shall not be used as play areas.

**19. VEHICLES, VEHICLE ACCESS TO THE PROPERTY, AND PARKING.**

**A. Vehicle Access and Parking:**

- 1) No motorcycle or vehicle shall enter the Property or be operated or parked on the Property unless the vehicle is properly registered, licensed for street use, insured pursuant to South Carolina law, and equipped with appropriate noise muffling equipment so that the operation of same does not create an unreasonable annoyance to Occupants.
- 2) No motorcycle or vehicle may be operated on the Property unless operated by a driver licensed and recognized in the United States of America.
- 3) No go cart, all-terrain vehicle, or similar vehicle may be operated on the Property.
- 4) No mobile home, trailer, boat, house trailer, camper, motor vehicle with sleeping facilities, bus, truck over one (1) ton capacity, or commercial vehicle over one (1) ton capacity shall be parked or stored on the Property, except that:
  - a) Trucks and commercial vehicles that will reasonably fit into a designated commercial parking space or other parking area as approved by the Board of Directors or Management Agent shall be permitted on the Property for loading, unloading, or maintenance services during normal business hours.
  - b) Emergency vehicles shall be permitted on the Property at any time when reasonably required.
- 5) Security personnel may establish check points as needed or authorized by the Board of Directors to ensure compliance with the Association's Parking Rules and Regulations.
  - a) Drivers without a valid driver's license will be denied access to the Property when driving a vehicle, regardless as to residency.

- b) Drivers of vehicles not properly registered, licensed or insured will be denied access to the Property via that vehicle, regardless as to residency.
  - 6) Vehicles parked on streets in Westbury Park may be towed without notice at the vehicle owner's expense.
  - 7) All vehicles must be parked in designated paved parking spaces or Garage Units. Vehicles may not be parked on grassed areas, unless expressly permitted by the Board of Directors
  - 8) Only one (1) vehicle shall be parked in a parking space.
  - 9) No vehicle may be parked in a manner as to prevent ready access to another parking space.
  - 10) Cars, trucks and vans shall not park in parking spaces designated for motorcycles.
- B. Parking Decals:** All vehicles of Occupants must display a parking decal to be parked on the Property.
- 1) Each Unit is entitled to receive up to 2 parking decals for Occupants. Additional vehicles of Occupants must be parked or stored off the Property due to the number of available parking spaces.
  - 2) Owner parking decals shall be a different color from renter parking decals, with Owner or renter designated on the sticker. Owner parking decals shall expire upon the earlier of every 5 (five) years or the Owner's sale of the Owner's Unit. Renter parking decals shall expire upon the earlier of annually or the expiration of the renter's lease. The colors of parking decals shall change on an annual basis.
  - 3) Only Association staff or the Management Agent shall affix a parking decal to a vehicle.
  - 4) The parking decal must be displayed on the front windshield on the driver's side.
  - 5) Failure to obtain a parking decal will result in towing without notice at the vehicle owner's expense.
  - 6) Transfer of an Occupant's parking decal from one vehicle to another (sharing a parking decal with another unauthorized vehicle) is prohibited and will result in the permanent loss of the Occupant's parking privileges.
  - 7) Occupants may rent available Garage Units to store additional vehicles. Owners who have Garage Units available for rent may notify the Management Agent.
  - 8) **Requirements to Obtain a Parking Decal.** In order to obtain a parking decal, Occupants must provide the following:
    - a) Copy of current driver's license valid in the United States;
    - b) Copy of current vehicle registration;
    - c) Copy of current vehicle insurance; and
    - d) Copy of current lease (for renters only).
  - 9) **Commercial Vehicle Parking Decals.**
    - a) Vehicles of a primarily commercial purpose (e.g. equipment stored on the exterior or larger than a standard vehicle parking space) must display a commercial parking decal and must be parked only in designated commercial parking spaces. Minivans and cars shall not be considered commercial if such vehicles only have commercial lettering or signs on the exterior of the vehicle.
    - b) The Board of Directors or the Management Agent shall have the sole discretion to determine if a vehicle is designated as commercial.
    - c) If a commercial vehicle is not owned by an Occupant, in order to obtain a commercial parking decal, in addition to the items required in Section B.8 above, an Occupant must submit a letter from the owner of the commercial vehicle stating that the vehicle is authorized to be parked on the Property overnight and the vehicle owner understands that the Association's Parking Rules and Regulations apply.
    - d) Failure to obtain a commercial parking decal for a commercial vehicle will result in towing without notice at the vehicle owner's expense.
    - e) Failure to park a commercial vehicle in a designated commercial parking space will result in towing without notice at the vehicle owner's expense.

- 10) **Motorcycles, Mopeds and Scooters.** Motorcycles, mopeds, and scooters must display a parking decal and must park in designated motorcycle parking spaces when available.
- a) Failure to obtain a parking decal will result in towing without notice at the vehicle owner's expense.
  - b) Motorcycle spaces are limited to 8 spaces on the Property designated for motorcycles. Motorcycles, mopeds, and scooters must be parked in available parking spaces designated for motorcycles before parking in regular vehicle parking spaces.
  - c) Failure to obtain a parking decal for a motorcycle, moped, or scooter will result in towing without notice at the vehicle owner's expense.
  - d) Failure to park a motorcycle, moped, or scooter in a designated motorcycle parking space will result in towing without notice at the vehicle owner's expense.
- C. **Past Due Association Account:** Parking decals will not be issued for a Unit if there are any past due amounts owed to the Association for such Unit, including, without limitation, assessments, fees, fines, utilities, etc.
- D. **Assigned Parking:** The Board of Directors may assign on-grade parking spaces not within Parking Structures for the exclusive use of specified Units. If parking spaces are assigned, Occupants, guests or invitees shall not park any vehicle in an assigned parking space unless expressly permitted by the Owner or Occupant of the Unit assigned such parking space.
- E. **ADA Assigned Parking Spaces:**
- 1) Assigned spaces are available for Occupants who have a permanent disability so that such Occupants may park closer to their Units. In order to obtain an assigned parking space the following must be provided:
    - a) A letter from the Occupant requesting the space to include the resident's Unit number and current parking decal number.
    - b) A copy of a permanent handicapped parking placard issued to the Occupant. The Occupant's photo must match the handicapped parking placard per South Carolina law.
    - c) A photo of the Occupant requesting the parking space (shoulders up only) to compare to parking placard.
    - d) A photo of Occupant's current parking decal along with a photo of current license plate. The license plate must match all documentation on file with the Association.
  - 2) ADA Assigned Parking Spaces shall be issued to Occupants who lawfully apply for an ADA Assigned Parking Space and provide the above documentation. Paperwork will be processed within 48 hours of receipt.
  - 3) Each assigned space shall be properly marked with signage, which must be ordered within 72 hours of approval of the assigned parking space.
  - 4) The parking space shall be provided as soon as reasonably possible, however not later than 2 weeks from the date of application.
- F. **Vehicle Repairs:** Vehicle repairs on the Property shall be limited to minor emergency repairs requiring a short period for completion, such as charging or replacement of a dead battery or repair of a flat tire. For safety, vehicles may not remain unattended in a raised position on a jack without the vehicle owner or repair person being present.
- G. **Abandoned and Inoperable Vehicles:** Any inoperable vehicle or a vehicle in a state of disrepair located in a parking space that is not moved within a 48-hour period will be considered abandoned. Abandoned vehicles will be subject to towing without notice at the vehicle owner's expense.
- H. **Indemnification:** The Association, Board of Directors, and Management Agent shall not be responsible for any loss or of damage to vehicles or personal property within vehicles parked on the Common Elements or Garage Common Elements.
- I. **Towing:** Vehicles violating any of these Parking Rules and Regulations may be towed at the sole cost and risk of the vehicle owner and without notice to the vehicle owner.



- J. **Speed Limit:** The maximum speed limit on the Property is 10 mph. Traffic violation tickets shall be issued on the Property by security with copies being provided to the Management Agent. Fines will be assessed to the Unit for any tickets associated with the Owners or Occupants as determined by the Board of Directors.
- K. **Guest Parking:** The Board of Directors may adopt rules and policies to regulate guest parking, including the ability to require Owners and Occupants to register the vehicles of guests.

**20. RESPONSIBILITY FOR DAMAGE TO COMMON ELEMENTS.**

- A. If any maintenance, repair, or replacement of any portion of another Unit or the Common Elements or Garage Common Elements (“Repairs”) is required because of the negligent or willful act or omission of an Owner or Occupant of a Unit (“Liable Party”), then the Liable Party shall be responsible for such maintenance, repair, or replacement as described below. For example, if damage is caused to a Unit due to a clogged heating ventilation and air conditioning line that services only the Liable Party’s Unit, the Liable Party will be responsible for all resulting damage.

**B. Repairs Exceed Deductible**

- 1) In the event that the cost of Repairs meets or exceeds the amount of the deductible associated with the Association’s applicable insurance policy, the Liable Party may request to have the Association file a claim through the Association’s insurance policy in accordance with section 8.6 of the Master Deed for payment of the cost of such repairs. The Liable Party shall be responsible for payment of the cost of repairs equal to the amount of the deductible withheld from the insurance proceeds.
- 2) Should the Liable Party fail to make payments for the cost of such Repairs equal to the amount of the deductible in a timely manner, at the Board’s discretion, the Association may, but shall not be required to, make payment at the Association’s expense for the cost of such Repair equal to the amount of the deductible.
- 3) If Association pays for the cost of such Repairs equal to the amount of the deductible on behalf of the Liable Party, the Liable Party shall be responsible for reimbursing the Association for payment of the cost of such Repairs. The Liable Party’s obligation to reimburse the Association for payment of the cost of Repairs equal to the amount of the amount of the deductible shall be a Special Assessment owed by such Liable Party to the Association and shall be charged to the Liable Party’s Unit.

**C. Repairs Less Than Deductible**

- 1) In the event that the cost of the repairs is less than the amount of the deductible associated with the Association’s applicable insurance policy, the Liable Party is responsible for arranging for the Repairs to be completed by licensed contractors and/or vendors selected by the Liable Party subject to the approval of the Owner of the damaged Unit or the Association in the event of damage to the Common Elements or Garage Common Elements.
- 2) Should the Liable Party fail to arrange for such completion of Repairs in a timely manner, at the Board’s discretion, the Association may, but shall not be required to, arrange for the Repairs to be completed at the Association’s expense or through an insurance claim, if applicable.
- 3) If Association pays for such Repairs on behalf of Liable Party, the Liable Party shall be responsible for reimbursing the Association for payment of the cost of the Repairs. The Liable Party’s obligation to reimburse the Association for payment of the cost of the Repairs shall be a Special Assessment owed by such Liable Party to the Association and shall be charged to the Liable Party’s Unit.

**21. KEYS, LOCKS, AND EMERGENCY ACCESS.**

- A. **Keys:** In order to respond to emergency situations or deal with problems in adjacent areas, the Managements Agent and Board of Directors may require that the Unit Owner provide a pass key for each Unit.
- B. **Key Safe:** All pass keys shall be kept in a locked safe under the control of the Management Agent and Board of Directors.

- 1) No key shall be released to commercial contractors without written permission from the Occupant (email from a verified email address shall be acceptable).
  - 2) By providing a key to commercial contractors on behalf of the Occupant, the Association shall in no way be responsible for the actions of said commercial contractors.
- C. **Access to Units:** Except in situations reasonably believed to be emergencies or situations in which access is reasonably believed to be needed to prevent damage to the Unit or adjacent areas, access to a Unit shall occur only during normal business hours, and then whenever practicable and only upon advance notice to the Owner of the Unit.
- D. **Alteration of Locks:** Keys and locks for Units shall not be altered or installed without prior consent of the Management Agent or Board of Directors, which shall not be unreasonably denied. If consent is given, the Owner shall provide a copy of the replacement key to the Management Agent within 12 hours of alteration.
- E. **Mailbox Locks:** Mailbox locks shall not be changed by Owners or Tenants. An order must be placed through the Office for any mailbox lock alterations.
- 22. SOLICITATIONS.** Soliciting on the Property is expressly prohibited. Persons soliciting contributions or the purchase of goods or services, and persons seeking to distribute materials, brochures or information may be denied access to the Property.
- A. When required by law, individuals may be exempt (e.g., census takers, etc.).
  - B. Individuals expressly invited, by name, as a guest of a specific Occupant, will be exempt but may only solicit at the specific Unit of the Occupant which issued the invitation.
- 23. GRILLS.** To comply with applicable law, no open-flame grills are permitted on the Property, other than the grills installed on the Property by the Association. No open-flame grills may be stored on patios or balconies. The Association shall impose the following penalties against the Owner of a Unit for any violation: \$100 fine, no warning. The Occupant shall have 24 hours to remove the grill. An additional fine of \$25 per day will be assessed until the grill is removed.
- 24. PAINTING OF DOORS.** In order to promote aesthetic uniformity within the Property, the Association shall be responsible for painting the exterior of the front/entry door of each Unit. However, each Owner of a Unit shall be responsible for painting storage doors, patio doors, or balcony/porch doors of such Owner's Unit in the same color as the front door of the Unit. The Association will have available to Owners information regarding the paint color of the front doors.
- 25. PATIOS AND BALCONIES.** Occupants are responsible for maintaining the cleanliness of the patio or balcony of Occupant's Unit. The following regulations are in effect to keep the curb appeal of the Estate at Westbury.
- A. Items Permitted on Patios and Balconies:
    - 1) Furniture designed and sold for outdoor use,
    - 2) Small decorative items intended for outdoor use,
    - 3) Pots and Plants that are well kept,
    - 4) Plant stands,
    - 5) Hanging baskets,
    - 6) Bird Feeders, and
    - 7) Christmas Decorations from November 15<sup>th</sup> through January 10<sup>th</sup>.
  - B. Items Prohibited on Patios and Balconies:
    - 1) Furniture designed and sold for indoor including wood chairs or stools,
    - 2) Bikes, scooters, toys, canoes, kayaks, fishing poles, etc.,
    - 3) String lights,
    - 4) Curtains and shades,
    - 5) Sheets over furniture,
    - 6) Grills, and
    - 7) Anything at all sitting on a banister, including pots (except for specially designed banister plant holders that are secured).

**26. PENALTIES FOR VIOLATIONS, FINES, OPPORTUNITY FOR OWNER TO BE HEARD.**

- A. In the event of failure to comply with these Rules and Regulations, the Board of Directors shall take such action as the Board determines is appropriate to enforce the Rules and Regulations or to remedy the problem caused by the failure to comply. Without waiver of any other enforcement rights that the Board of Directors, the Association or any Owner may have under the Master Deed or applicable law, the Board of Directors may also impose a Special Assessment on the applicable Unit up to \$500 for *each* violation of these Rules and Regulations, unless otherwise specified in these Rules and Regulations.
- B. For each violation, the Association will mail written notice to the Owner of the violation with a copy to the property manager (if applicable) and the tenant (if applicable), and, if desired, the action that is required in order to cure the violation. Unless otherwise provided in the Master Deed or these Rules and Regulations, or unless the Board of Directors or Management Agent determines that the violation constitutes a safety hazard, violation of law or an emergency situation, the Owner or tenant shall have 24 hours from receipt of notice, or such additional time as may be authorized, in writing, by the Board of Directors or Management Agent, to cure the violation or to provide reasonable evidence that no violation exists. No further notice shall be required prior to enforcement after notice of the initial violation is given. If applicable, a fine will be assessed to the Owner's account. Each time a same or similar violation is observed by the Association and not cured within the time limits of the notice, another fine will be assessed. Owner is responsible for the actions of Owner and the actions of all Occupants in Owner's Unit.
- C. The Owner shall have the right to be heard, either in writing, via phone conference call, or in a Board meeting, if the Owner objects to fines assessed by written request to the Association within 14 days of the date of the Association's notice of the violation. The Board of Directors will make a final determination and the Association will notify the Owner in writing.
- D. Failure to pay fines will result in overdue Association accounts. The Association may foreclose on Units with overdue accounts.

**27. WAIVERS OF RULES AND REGULATIONS.** The Board of Directors or the Management Agent may, for good cause, as determined in their sole discretion, waive violations of these Rules and Regulations. Such waiver shall be in writing and a copy of such waiver shall be either maintained for a reasonable period in the records of the Association or recorded in the Register of Deeds for Beaufort County, South Carolina. Additionally, the Board of Directors may waive violations of these Rules and Regulations by Tenants (e.g. number of permitted pets) for any lease in existence on January 1, 2015 when circumstances warrant.

**28. AMENDMENT OF RULES AND REGULATIONS.** The Rules and Regulations are subject to amendment by the Board of Directors and may be supplemented by other rules and regulations promulgated by the Board of Directors.