

## *The Villas At Old South*

Property Owners Association, Inc.

### **RULES AND REGULATIONS**

Revised March 8, 2017

*The Villas at Old South (the "Community") has previously been operated as an outstanding residential rental development. Certain rules and regulations have been in place to assist to achieve that result. The Villas at Old South Property Owners Association (the "Association"), through its Board of Directors (the "Board") and through The Villas at Old South Management Company (the "Management Agent"); will endeavor to render prompt, efficient service and to maintain the Community in a first class manner.*

Each Owner, his family, occupants, guests and tenants agree to observe all Rules and Regulations and to assist the Association in keeping this Community an attractive and pleasant place in which to live. Any expense incurred by the Association as a result of a violation of these Rules and Regulations may be assessed against the Owner as additional Common Expense in the form of a Specific Assessment as defined in the Master Deed establishing the Community.

#### **1. Entrances, Windows, Patios, Balconies and Storage**

- a. The sidewalks and entryways shall not be obstructed by Owner or Residents, or used for any purpose other than ingress and egress.
- b. Motorcycles and other vehicles shall not obstruct the driveways, sidewalks, courts or entryways.
- c. Lawns and other Common Areas are to be kept clear of furniture, bicycles, toys, trash, etc.
- d. No littering will be permitted. No cigarette butts, bottles, drink cans, bottles and wrappers or other refuse should be left on the grounds at any time.
- b. No signs, clothing, sheets, towels, etc. shall be hung from the windows, rails or porches or aired or dried in the yard space.
- c. No exterior alterations will be permitted including clotheslines, mailboxes, greenhouses, doghouses, or fencing of any kind.
- g. No plastic or other covering may be placed over the windows on the exterior of the building.
- h. No additional screening will be permitted except screen enclosures for patios or balconies which are to be approved by the Board or its management agent.
- d. No goods or materials of any kind or description, which are combustible or would increase fire risks shall be taken or placed in storage areas. Storage in such areas or facilities shall be used wholly at the Owner's or Resident's risk.
- e. In order to present a pleasant, uniform exterior appearance, all draperies or other window treatments must be lined in white.

- f. Patios and balconies shall not be used for storage of items such as boxes, trash, athletic equipment, indoor furniture or cleaning supplies. It is the Board's discretion to deem what is appropriate for balconies and patios.
- g. All Patio furniture must be patio type furniture. For example, no dining or kitchen tables or chairs, no beach chairs, no folding chairs, no sofas or futons.
- h. Fireworks and firecrackers are not permitted on the property.
- i. No television antenna, radio receiver, or other similar device shall be attached to or installed on any building, except as allowed in the Master Deed. Satellite dishes are allowed only by prior approval and permission from the Management Agent. Owner or tenant of Owner shall abide by the Management Agent's restrictions regarding the size and location of the satellite dish.

## 2. **Disturbances of Other Residents**

- a. All radios, television sets, electronic equipment, etc. shall be turned down to a level of sound that does not unreasonably disturb other Owners or Residents.
- b. No musical instruments (guitars, drums, saxophones, trumpets, etc.) shall be played in a Unit at any time. Owner and their families and guests shall at all times maintain order in the Unit and at all places in the Community, and shall not make or permit any loud or improper noises, or otherwise disturb other Owners and/or Residents.
- c. Automobile stereos must at all times be kept at a reasonable level as determined by Management Agent. Courtesy hours will be in effect from 9:00PM until 9:00AM. Please keep the noise level at a minimum during this time.
- d. Owners and/or Residents shall use best efforts to avoid having stereo speakers placed directly on the floor or against a wall so as to cause vibrations transmitted from them to disturb Owner in an adjoining Unit.
- e. Owner and/or Resident shall be responsible and liable for the conduct of their guest(s).
- f. Owner and/or Resident must maintain safe-driving speeds at all times on the property and be cautious of pedestrians.

## 3. **Unnecessary Damage**

- a. Owners and/or Residents are responsible, when leaving his Unit, for securing the same, for closing all windows, closing all water faucets, turning off all electrical appliances not in use, and locking the Unit entrance doors, thus avoiding possible damage from water, fire, storms, rain, freezing, vandalism, theft and other causes of damage or loss. Owners and/or Residents are responsible for maintaining adequate heat in the Unit in winter to prevent water pipes from freezing and for maintaining adequate air conditioning in summer to prevent damage from excessive humidity.
- b. Owners and/or Residents will be responsible for any damages resulting from tampering with or misuse of fire controlled sprinkler system. Tampering and misuse includes but is not limited to hanging of any object from the sprinkler heads.
- c. The trees and shrubbery are a vital and valuable part of the Community, and each Owner and/or Resident shall be liable for damages for any mutilation or defacing thereof, for which he, his family or guests are responsible.
- d. In the event of power outage, the Board strongly recommends the use of flashlights instead of candles.

4. **Trash**

- a. All trash shall be placed only in the compactor furnished by the Association. Do not deposit garbage or trash in any other area.
- b. Dispose of your garbage and trash regularly as it may attract rodents and insects if left unattended.
- c. Owners and/or Residents are responsible for any related cleaning, to include the removal of trash and debris from any area they might use for an outdoor party.
- d. If Association finds it necessary to remove your trash, a \$25.00 fee per bag or \$50.00 fee per larger item will be charged and due as a Specific Assessment.
- e. Cardboard moving boxes or similar boxes must be disposed of off-site at a recycling facility or other dumping facility.
- f. Dumping is illegal and subject to fines and penalties by Villas at Old South & Beaufort County
- g. Anyone placing non-household trash in these areas is subject to fines compounding up to \$500.00 for each offence.

5. **Waterbeds**

- a. Owners and/or Residents shall not have or keep any waterbed in the Unit without prior written permission from the Board.
- b. Owners and/or Residents shall be liable for any and all damages occurring to the Unit or neighboring Unit resulting from the use of a waterbed.
- c. Owners and/or Residents must provide evidence of Owner's insurance policy for waterbeds to be permitted.

6. **Pets - If Applicable**

- a. Owners and/or Residents are allowed to keep in his Unit dogs, cats or other normal household pets, not to exceed two (2) pets total. This approval must be made through the owner.
- b. No dogs or cats are allowed to run outside, unleashed at any time. Dogs and cats must be leashed at all times. Owners and/or Residents are responsible for cleaning up after their pets. A \$75.00 fine for the first pet violation and a \$150.00 for each additional offense will be levied.
- d. No pets are allowed in the Pool or other recreational areas.
- e. Aquariums over 25 gallons are prohibited without specific permission from the Board.
- f. Pets may not be staked or tied to anything outside in the Community at any time or left unsupervised on a patio/balcony.
- g. Owner and/or Residents agree(s) to pay for any and all costs incurred in correction or repairing any damage caused by his pet. If a pet causes Association to incur cost for the benefit of the other Owners, the owner of the pet will be responsible for the entire cost. The cost of damages caused by pets will be due as a Specific Assessment.
- h. In no event shall the pet be allowed to constitute a nuisance to other Owners and/or Residents.

8. **Condominium Insurance**

Owners are ***responsible*** and urged to purchase comprehensive property insurance against all perils, including, but not limited to, insurance on personal property or property of other persons from protection or loss due to or caused by theft, vandalism, bursting or leaking pipes to include the water heater or HVAC condensation lines, by or from fire, windstorm, hurricane, hail, flooding. Leakage from windows or doors, steam, snow or ice, by or from running water, backing up of drainage pipes, seepage, or the overflow of water or sewage on the property of which Owner's Unit is a part. Owners can be responsible for the regime insurance deductible. All owners and/or Residents are responsible for any damage they cause to another unit.

## **9. Parking/Vehicles**

No (a) abandoned or inoperable vehicles; (b) trailers; (c) mobile homes; (d) motorcycles; (e) motorized bicycles; or (f) motorized go-carts may be parked on any portion of the Community. The numbers of cars per unit are as follows below:

- 1 Bedroom: 2 cars per unit
- 2 Bedroom: 2 cars per unit
- 3 Bedroom: 2 cars per unit

All vehicles will be parked within the Property's parking area's designated spaces. There will be no storage or parking of any mobile home, trailer (either with or without wheels), motor home, tractor, truck (other than pick-up trucks), camper, motorized camper or trailer, motorcycle, motorized bicycle, motorized go-cart, or any other form of transportation other than cars and pickup trucks.

All vehicles must be registered with management before they are parked on site. A vehicle is considered to be abandoned if it lacks current license plates, registration, insurance, or valid sticker or has not been driven on a public street at least once within a 30-day period. Absolutely no commercial vehicles are allowed to park in the parking lot overnight.

Long term parking for owners. Owners who are only part-time residents and leave their vehicles in parking spaces must have their vehicles currently stickered and have notified the management of their plan including the timeframe along with their vehicle's description and license plate number.

Residents' vehicles are not allowed to have any commercial signage or FOR SALE signs posted on the vehicle at any time.

No parking on the grass is permitted. Any vehicle parked on the grass will be subject to a warning or towing.

Guest Passes. Parking passes are given for guests of owners and residents. Passes are for short visits and not intended as substitutes for parking decals.

## **10. Tenant Compliance**

Tenants of Owner are required to comply with the Rules and Regulations and Master Deed. Such requirement shall be set forth in all leases between Owner and his tenants.

## **11. Failure Of Management To Take Action**

Failure of Association, through its Management Agent, to insist upon strict compliance with these Rules and Regulations shall not constitute a waiver of any violation or a waiver of Association's right to insist upon strict compliance with the terms of the Rules and Regulations.

12. **Communications with Management**

Owner agrees to handle his communications and conduct with Association, including, but not limited to, leasing agents, on-site staff, maintenance personnel, or independent contractors and vendors hired by Association, and with all other Owners, occupants, or guests or invitee, in a lawful, courteous and reasonable manner. Owner shall not engage in any abusive behavior, either verbal or physical, or any form of intimidation or aggression, directed at Association, its agents, employees or vendors, or directed at any other Owner, occupant, guest, invitee, or any other person. Production and/or distribution of negative publicity are strictly prohibited by Owners. If requested to leave the leasing or Association office, Owner agrees to do so promptly and conduct all further business in writing.

13. **Management's Permission Or Consent**

If any provision of these Rules and Regulations requires the written permission or consent of Association as a condition to any act of Owner, such written permission or consent may be granted or withheld in the sole discretion of Association and may contain such condition as Association deems appropriate and shall be effective only so long as Owner complies with such conditions. Moreover, any written permission or consent given by Association to Owner may be modified, revoked, or withdrawn by Association at any time, at Association's sole discretion, upon written notice to Owner.

14. **Future Changes**

These Rules and Regulations are subject to change from time to time as set forth in the Master Deed. The Board shall have the right and power to enforce the Rules and Regulations then in effect and make final decisions regarding violations and disputes concerning them. The Board may make changes in the Rules and Regulations by means of additions and deletions from time to time. Those changes will take effect immediately upon posting of the new Rules and Regulations on the office door or by delivering them to the owners/residents.

15. **Leases**

All owners must register their leases with management within the first week of a new tenant moving in or they will be subject to fines.

16. **Rental Of Condominiums**

- a. Each Homeowner and/or Resident shall only be permitted to have 2 people occupying each bedroom per unit.
- b. A copy of the executed lease must be provided to the Regime Management one week prior to occupancy by the tenant or a fine will be implemented.

- c. All tenants must read and sign a copy of the Rules and Regulations
- d. All tenants must register their cars with Management.
- e. Each owner has the responsibility of causing the lessee and other occupants of his Condominium to comply with and abide by all such provisions, and failure to do so may, at the sole discretion of the Board, be the basis for the imposition of a charge or fine up to \$500.00 for each such occurrence against the Condominium owner. The minimum rental period shall be 12 months. Only Old South owners shall rent/lease their individual condominium. Absolutely no subleasing will be permitted.

***Villas at Old South***

**Pool Rules & Regulations**

Pool privileges and use of other amenities are for owners in good standing with The Villas at Old South HOA. Delinquent owners, their residents, guests, etcetera are prohibited from use of all amenities and will be suspended for non-payment of regime fees and assessments. \*\*Individuals in non-compliance will be asked to leave the area. Any violations of this rule will result in a \$100 fine.

- a) Use of the pool facilities at any time is at the swimmers own risk.
- b) Pool hours are between the hours of 9:00 a.m. and 9:00 p.m. Swimming is permitted only during open hours of the pool.
- c) Open Alcoholic Beverages Are Prohibited in the Pool Area
- d) Children under sixteen (16) years of age are permitted to use the pool facilities only if accompanied and supervised by an adult.
- e) Showers are required prior to entering the pool to remove all suntan oils, lotions, and sand.
- f) Glass objects, drinking glasses, and sharp objects are not permitted in the pool area.
- g) All swimmers must wear swimming attire. Cut-off jeans and Bermuda shorts are not considered appropriate swimwear.
- h) Children wearing diapers are not permitted in the pool, although swimwear diapers are permitted (e.g. Little Swimmers).
- i) Running, ball playing, and noisy or hazardous activity is not permitted in the pool area. Pushing, dunking, and dangerous games are not permitted.
- j) Snorkeling equipment, other than a mask, may not be used in the pool area except as part of an organized course of instruction when approved in advance by the Board.
- k) Radios may only be used at a low volume or with earphones.
- l) Owner or tenant of Owner is responsible for the actions of their guests and must accompany them while they are using the pool. The cost of property damage, which might result from Owner, Resident, or their guest will be charged to the Owner and is due as a Specific Assessment.
- m) No Pets are allowed at or around the pool at any time.

*Any owner / resident that allow delinquent owner(s), resident and or their guests in pool / amenities area or use of key will be in violation, resulting in loss of privileges and mandatory key return to management.*

## **Fine Structure for Rule Infractions**

### **A. Rule Infractions Not Involving The Police Department or Security**

**1<sup>st</sup> Time** for breaking a rule will amount in a warning letter to Owner and/or Tenant written by management

**2<sup>nd</sup> Time** for breaking a rule will amount in a letter being sent to Owner and/or Tenant with a fine of \$100.00

**3<sup>rd</sup> Time** for breaking a rule will amount in a letter being sent to Owner and/or Tenant with a fine of \$200 and a warning regarding possible eviction if the resident does not own the unit he or she are living in.

**4<sup>th</sup> Time** for breaking a rule will amount in a letter being sent to Owner and/or Tenant with a fine of \$300.00 and an eviction notice if the resident does not own the unit he or she is living in. If the tenant is not evicted by the date in the letter written by management to the owner, the owner will receive a fine of \$100 per day the tenant still resides in their unit.

### **B. Rule Infractions That Involve the Police Department or Security**

**1<sup>st</sup> Time** for breaking a rule that involves the Police Department a warning letter will be sent to the Owner and/or Tenant

**2<sup>nd</sup> Time** for breaking a rule that involves the Police Department a letter will be sent to the Owner and/or Tenant with a \$250 fine. If the resident does not own the unit that he or she is living in then a warning eviction letter will be sent to the Owner stating that the next time the Police are called out to the property involving their Tenant we will ask that he evicts the Tenant.

**3<sup>rd</sup> Time** for breaking a rule that involves the Police Department a letter will be sent to the Owner and/or Tenant along with a \$500 fine. If the resident does not own the unit he or she is living in then the Owner will be asked to evict the tenant. If the tenant is not evicted by the date in the letter written by management to the owner, the owner will receive a fine of \$100 per day the tenant still resides in their unit.

These Rules And Regulations Are A Part Of The Master Deed And Each Owner And/or Tenant Is Obligated To Observe Them. Capitalized Terms Used Herein Shall Have The Same Meaning As Set Forth In The Master Deed And/or The By-Laws, Unless Otherwise Defined Herein.

These rules and fines become effective on the month and the year written above and will remain in force until amended or repealed by the board. All terms used herein shall have the same meaning ascribed to such term(s) by the Association Bylaws and Master Deed. The management company for The Villas at Old South is High Tide Associates. High Tide Associates has full authority to enforce these rules, regulations and impose fines according to the attached schedule.

The Board Of Directors And The Management Agent Has Full Authority To Enforce These Rules And Regulations And Any Infractions May Be Reported To The Board Or The Management Agent By The Owners, Their Guests, Or Tenants In Writing.

**REVISED APRIL 10, 2014**

**For additional information regarding Villas at Old South**

**[www.htausa.com](http://www.htausa.com)**