

The Gatherings

Rules & Regulations

Revised April 1, 2018

These Rules & Regulations have been adopted and published by The Gatherings Homeowner Association Board of Directors. These rules apply to, and govern the actions of all homeowners, tenants, guests, and all other persons occupying regime property herein referred to as resident(s). Violations by minors shall be the sole responsibility of the minor's parents or guardians. This includes all fines, legal fees, and other applicable legal action as permitted in the Master Deed and By-Laws.

Pool privileges and use of other amenities are for owners in good standing with The Gatherings HOA.

Delinquent owners, their residents, guests, et al. are prohibited from the use of all amenities for non-payment of regime fees and assessments.

***Individuals in non-compliance will be asked to leave the area immediately.*

Any violations of this rule will result in a \$100 fine.

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

POOL RULES

- a) Use of the pool facilities at any time is at the swimmers own risk.
- b) Pool hours are between **7:00a.m. - 9:00p.m.**, and **annually from April 1st through October 30th.** Swimming is permitted only during open hours of the pool.
- c) Alcoholic Beverages are Prohibited in the Pool Area.
- d) Children age fourteen (14) and under 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) No sharp or glass objects, drinking glasses or glass bottles are allowed 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 swim 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) Only radios/CD/MP3/Tape Players equipped with earphones are permitted in the pool area. Please respect the fact that not all people like the same music.
- l) All persons using the pool area must cooperate in keeping the area clean by properly disposing of paper towels, cans, cigarettes, cups, wrappers and etc. in trash receptacles.

Pool Rules cont.

- m) Removal of the pool safety line and lifeguard float ring is prohibited.
- n) **Pool Parking** is allowed ONLY on Salt Marsh Drive. Wee Road parking spaces are for Wee Road residents ONLY, all others will be towed at vehicle owner's expense and fined.
- o) The pool area is available for parties by reservation only, and is on a first come first serve basis. Only one (1) party per day is permitted. All residents will still be able to use the pool during the reservation time. Please contact High Tide Associates at (843) 686-2241 to reserve time.

Community Rules & Regulations

1. The grassy areas, walkways, and entrances to the units shall not be obstructed or used for any purpose other than ingress or egress.
2. No trees or other natural growth may be removed without the written permission of the Board. Anyone who plants any plant on the common property will not be able to remove it. Once planted it becomes part of The Gatherings common property.
3. No clothing, rugs, towels, laundry or any other type of linens shall be hung from any of the doors, windows, decks, balconies or entrance ways, or exposed on any part of the common elements. Bicycles may be kept on decks of homes without garages. Residents with garages must keep their bicycles in the garage. Furniture designed for outdoor use is permitted on patios, decks and porches. Deck boxes used for storage on decks must have feet that prevent them from sitting directly on the wood. Grills are permitted on decks, fire pits are not. Plants are allowed on patios, decks and porches. A water collecting device must be under each plant. **Plants cannot be placed on railings.** Security cameras are permitted.

Per the Federal '**Freedom to Display the American Flag Act of 2005**', residents are allowed to display the American Flag on a standard pole, hung from a bracket attached to trim or support post. No vertical Flagpoles are permitted. No other types of flags are permitted.

4. No change of the exterior design or color of any unit may be made unless and until, the Board has approved the proposed changes in writing. The request guidelines set forth in the **Master Deed, Article V Condominium Unit – Ownership and Use, Section 3**, must be followed.
5. No bicycles, scooters, baby carriages, pools, or play equipment of any kind shall be allowed in the common areas when not in immediate use. All unattached playground equipment is permitted as long as it is stored under decks or stored in the garage every night.
6. No unit owner shall make or permit any disturbing noises by himself, his family, employees, agents, visitors, and guests, nor do, or permit anything by such persons that will interfere with the rights, comforts or convenience of the unit owners. No unit owner shall play upon or suffer to be played upon any musical instrument, or operate or suffer to be operated a television, radio, stereo or sound amplified in his unit in such a manner as to disturb or annoy other occupants of the Condominium.
7. Each person shall keep their unit in a good state of preservation and cleanliness.
8. No awnings, window guards, ventilators, fans, or window unit air conditioning devices shall be installed on any building except ones that have been approved in writing by the Board of Directors.

9. All garbage and refuse from the units shall be deposited with care inside garbage containers intended for such purpose. Garbage containers must be placed in those areas designated for their storage.
10. Nothing shall be altered, constructed, or removed from the common area except upon written consent of Board of the Directors.
11. No fire hazard shall be allowed to exist. All flammable oils or fluids such as gasoline, kerosene, naphtha, benzene, and any article deemed extra hazardous to life, limb, or property must be stored in N.F.P.A. approved containers inside garages or under decks. You are allowed to have one (1) propane tank connected to a grill, any additional tanks are not allowed on decks.
12. **Fire Pits** are not allowed on decks or on Common grounds due to the Master Deed Insurance Policy.
13. All windows must have blinds or draperies installed. Those facing the road must have white or off white backing. All blinds and draperies must be kept in good repair.
14. No area shall be maintained in a manner that will detract from the natural beauty of the common area. Permanent fixtures shall be prohibited including: clotheslines, doghouses, permanent playground equipment, garages, sheds, carports, fences, pools, flagpoles, basketball, and racquet ball courts and etc.
15. Hoists, lifts, and ramps for boats, trailers, or vehicles are not allowed.
16. Audio equipment and high intensity lighting are not permitted on the outside of any unit.
17. No one shall burn rubbish or trash, detonate any explosives, discharge firearms, fireworks, air guns, bows and arrows, slings, sling shots or the like within the confines of the regime.
18. **No dwelling unit shall be used for commercial purpose.**
19. All units shall be kept free of rubbish, refuse and garbage, and garbage shall **not** be allowed to accumulate.
20. No animals, livestock, or poultry of any kind shall be raised or bred for any purpose. However, the respective owner may keep household pets provided they do not create a health hazard. The owner shall release the Board and the Management firm, and hold them harmless against any loss or liability of any kind or character arising from having such animal on the property.
21. Only leashed animals shall be allowed on the property outside the units at any time. No dog runs or dog pens are permitted anywhere on the property. **No pet is allowed to be tethered or otherwise be kept outside alone at any time in the common areas.**
22. The owner must pick-up all animal waste at the time of the incident.
23. All radio, television, or other electrical equipment of any kind or nature shall be installed in a professional manner and must have written approval from the Board of Directors.
24. No Owner, Resident, or Occupant shall cause or permit anything to be done or to be kept in their units, to cause cancellation or an increase to insurance rates.
25. The Gatherings provides and maintains a **Playground** for the use and enjoyment by young children only.

No one over the age of twelve (12) may use it. Adults are responsible for their children utilizing this area and shall be solely responsible for any injuries resulting from their children's use of this playground. No animals are permitted in the playground area. Playground privileges and use of other amenities for owners, residents, and guests will be suspended for non-payment of regime fees and assessments, unless you are on a payment plan with the regime. NOTE: Any violations of this rule will result in a \$100 fine.

26. **Tennis Courts** and use of other amenities for owners, residents and guests will be suspended for non-payment of regime fees and assessments, unless you are on a payment plan with the regime. NOTE: Any violation of this rule will result in a \$100 fine.

27. Owners shall be responsible for any repairs deemed necessary by the Board of Directors for destruction to common property which was caused by the owner or their tenant or guest.

28. If a unit has been repaired and is further damaged by an occupant of that unit, the unit owner will be held financially responsible.

29. No swimming in the lagoons. No feeding the alligators.

30. Employees of the Association or Management Firm shall not be sent off the Condominium premises by any unit owner at any time for any purpose. No unit owner or resident shall direct, supervise or in any manner attempt to assert any control over the employees of the Management Firm or the Association, as well as Contractors hired by the regime to do work in our community.

31. Owners may rent or lease their units to others. **The minimum rental period shall be 12 months.** Only The Gatherings owners shall rent/lease their individual units. **Absolutely, NO subleasing will be permitted.** All leases or rental contracts for a unit shall be in writing and a copy of said lease will be provided to High Tide Associates.

32. Residents and Guests must not dispose of, or leave cigarette butts on the ground in any Common Area. Please take the time to dispose of your cigarette butts in a proper trash receptacle.

33. No Party Tents, Bounce Houses, inflatable Water Slides or any other type of inflatable bouncers are allowed in the Common Area.

PARKING RULES & REGULATIONS

34. All vehicles must park in designated parking areas. No parking in the streets or parking on the grass is permitted at any time. Violators are subject to tow without notice at vehicle owners' expense, as well as being fined.

35. All persons will obey the *Parking Permit Rules & Regulations* throughout the property. All vehicles shall be parked in parking spaces, driveways, or garages. Unit owners parking shall be limited to private passenger vehicles, i.e. vehicles with company names, logos or advertisements on the vehicle are considered commercial and/or work vehicles and are prohibited from parking within the community, except where a work vehicle serves as both a work related vehicle and a private passenger vehicle registered in the unit owners name, AND has received approval from the Board, then this prohibition shall not apply.

36. Campers, boats, buses, tractors, non-operating vehicles, and commercial vehicles are not permitted to park within the community at any time, except those commercial vehicles doing work within the community during contractor work hours. There shall be no apparatus at any time that extends beyond the normal body length of the vehicle even if the Board approves the vehicle to be on property.

37. No major or minor mechanical work of any kind on vehicles shall be performed within the confines of The Gatherings community.

38. No parking in the cul-de-sacs or fire lanes. For the safety of all concerned, vehicles parked in cul-de-sacs or fire lanes will be towed, without warning, at the owner's expense.

39. Pool Parking is allowed **ONLY** on Salt Marsh Drive. Wee Road parking spaces are for Wee Road residents **ONLY**, all others will be towed at vehicle owner's expense and fined.

Cable / Dish / Direct Network & Telephone Installation Guidelines

Unit owners are responsible for obtaining written approval from The Gatherings Board of Directors prior to installation of Telephone, Cable/Dish/Direct Network in accordance with the Master Deed and By-laws. Rental units must obtain permission through the owner or rental agent. Requests by owners for the required written approval must include the service provider and local phone number, date of installation, location and building penetration areas. All requests for approval must be submitted in writing to the Management Company.

Owners/Residents are responsible for all cost and maintenance of Cable, Dish or Direct Network, telephone installation and removal, including any maintenance of the roof, and/or building maintenance necessitated by telephone, dish and/or cable. **Failure to comply will result in fines and in the HOA/Regime requiring the removal of the telephone lines, dish and/or cable, including the restoration of the roof and/or building at the unit owner's expense.**

1. Exterior alterations including but not limited to drilling holes through outside walls, door jams, window sills, etc. is prohibited without Board approval.
2. **Dishes cannot be visible from the front of any unit or street.***
3. Installation on roofs is prohibited due to warranties, damages that are caused and potential roof leaks.*
4. A qualified licensed and insured contractor must perform installation.
5. Dishes shall not be larger than eighteen inches (18") diameter.
6. No more than one dish per unit.
7. Installation of cable/dish/direct network is strictly prohibited on any parts of the roof.*
8. Coaxial Cables/lines must align with the buildings, i.e. under the soffit or down the building trim to conceal the wires/lines.
9. The cable should only run down the back of the unit.
10. The co-axial cable must be run straight and tacked only to wood.
11. Vinyl siding, if any, cannot be punctured.
12. Diagonal installation of lines/cable/wires is strictly prohibited.
13. Owners are responsible for the removal old dish equipment and of all installed dish equipment including the restoration of the building upon their departure and are responsible for any repairs made necessary by the dish antenna.
14. **Owners are responsible for ensuring that their rental agents, renters, or occupants are apprised of these guidelines.**

***Any dish already installed prior to January 1, 2016 is exempt from this rule. However, owners are responsible for any damage caused by the dish antenna, its installation, or its removal.**

IMPORTANT: Failure to comply with these guidelines will result in the removal of the dish and or cable, including the restoration of the roof and or building at the unit owner's expense.

The Gatherings Board of Directors may change these guidelines at any time. These rules and fines as written above 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 Gatherings is High Tide Associates. High Tide Associates has full authority to enforce these rules, regulations and impose fines according to the attached schedule.