

Woodlake Villas, Hilton Head Island, SC
Regulations and Procedures Manual – Revised February, 2023
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ARTICLE I – PREFACE, AMENDMENT OF RULES, AND OBJECTIVES

All owners and residents will be provided a copy of the Regulations and Procedures Manual. It is the responsibility of all owners and residents to take time to go over this document and make sure they are aware of its contents and how it applies. If there is a question regarding a written policy, it should be directed to the Board of Directors.

1.1 Purpose

It is the purpose of these Rules and Procedures to establish standards for conduct and administration by providing the guidelines to be followed. The Board of Directors reserve all rights authorized them by the By-laws, Article 4, Section 4.2 (Powers of the Board of Directors) and the Master Deed.

1.2 Amendments

Amendments to these Rules and Procedures shall be made by the Board of Directors and may be added to or repealed at any time. Any consent or approval given under these Rules and Regulations by the Board of Directors shall be revocable at any time.

1.3 Administration

The Board of Directors and Representative Agents shall be charged with applying the provisions of these Rules and Procedures to provide for the orderly and efficient conduct of Woodlake Villas business.

(a) Complaints regarding the management of the units and grounds, or regarding the actions of other owners or tenants should be made in writing to the Board of Directors using the complaint form provided by the management and available through the office. All information is kept confidential.

(b) At the discretion of the Board of Directors video cameras may be placed by the Board throughout the Common Areas of Woodlake property.

(c) To ensure a reasonably harmonious community at Woodlake, the Board of Directors reserves the right to require lease approval and criminal background checks on any persons wishing to lease at Woodlake.

(d) A Woodlake Villas Lease Addendum is required to be signed by all Tenants and Owners or their Agents for all new rentals and renewals. Amenities and gate entry passes will not be issued until this addendum is submitted to the Woodlake Villas Property Management.

1.4 Master Deed

All Woodlake property owners as well as the Owners Association are subject to the terms of the Master Deed. By buying property in Woodlake Villas, you automatically – and legally – agree to be bound by the terms of the Master Deed. Any violation of any Article or Section of the Master Deed or By-Laws shall be deemed a violation of these Rules and Regulations and subject to the fines imposed by these Rules and Regulations. Owners are, at all times, responsible for the acts or omissions of their tenants and guests. Any fee or fine levied against a tenant or guest is a fee or fine levied against the Owner and it is the Owner who will be held liable and accountable to pay such fees or fines. The Master Deed and its amendments are too voluminous to include in this manual; however, the Master Deed, which has been recorded with the Beaufort County Register of Deeds, is available on the County's website, bcgov.net. A copy can also be obtained for a nominal fee by contacting the management office.

ARTICLE II – GENERAL RULES AND PROCEDURES

2.1 Federal, State, and Local Law

It shall be a violation of these Rules and Regulations to violate any federal, state or local law or ordinance. Even if permitted by law, the operation of home occupations is restricted to those that do not increase traffic to Woodlake or disturb the neighborhood in any manner. Specifically **prohibited** are retail sales, childcare, automobile repair, food processing, and manufacturing, or any business that causes the residential use to become secondary. Soliciting is not permitted at Woodlake.

2.2 Occupancy Limits

Due to health, safety, and accommodation, total resident occupancy shall be as follows: (1) No more than four adult occupants per unit, and (2) No more than six occupants total per unit. Owners who lease their unit(s) must, prior to occupancy, provide the Property Manager with the following: (1) A copy of the lease, and (2) A written list of all occupants who will reside in the unit, whether or not occupant(s) is on the lease, including all minor children.

2.3 Unit Keys and Access

(a) The Board of Directors, or its designated Agents, must retain a key to all door locks of each unit. If a lock is changed the Owner or Tenant shall provide the Board, or its Agents, with a key on the next business day, pursuant to its rights of access to the unit. If no key is received within seven (7) days of a written request by the Association, it will be rekeyed at owner's expense.

(b) Any Agent of the Board of Directors or the Property Manager may enter any room or unit at any time between the hours of 8:00AM and 6:00PM after a minimum 24-hour notice (except in the case of emergency) for the purpose of inspecting such unit for the building maintenance, safety, presence of any suspected rules violations, vermin, insects, or other pests, and for the purpose of taking such measures as may be necessary to control or exterminate any such vermin, insects, or pests, or make repairs.

2.4 Employee Protocol

No Owner or Tenant shall send any employee of the Property Manager out of the complex on any private business of the Owner or Tenant.

2.5 Amenity Passes

(a) Amenity passes may be issued for up to four adult residents of a unit. Any residents wishing to obtain visitor passes may do so through on-site office. A resident may request a visitor's pass which shall entitle the holder of the pass to use all amenities. Only two (2) visitor's passes per villa may be issued; exceptions may only be granted by the Board of Directors.

(b) Passes are and shall remain the property of Woodlake and must be returned immediately upon demand. Improper use of the amenities pass may result in a fine, or the suspension or revocation of the pass.

(c) The loss or theft of an amenities pass must be reported immediately. The resident is responsible for damages caused by third parties using the resident's pass until such time as the loss or theft is reported to

Woodlake. There shall be a fee of no less than \$25 to replace a lost or stolen pass. Amenities passes will be disabled if the Regime fees for the unit are in arrears by two months, regardless of the occupancy status of the unit.

2.6 Damage

(a) The owner shall be liable for any damage to the Common Areas caused by the moving or carrying of any article therein by the Owner or Tenant responsible for the presence of such article.

(b) Bathroom facilities and other water apparatus in any building shall not be used for any purpose other than those for which they were designed. Any damage resulting from misuse of these facilities shall be paid by the Owner of the unit whose resident(s) caused damage.

(c) Damage done by any owner, tenant or visitor to any of the vehicle gates or control units, including hitting the drop down gate, will result in an automatic fine, plus incurred expenses with no warnings given. Fines and fees will be assessed against the owner of the unit.

2.7 Loitering

No loitering is permitted in the Common Areas. For the purpose of this rule loitering will be defined as: Owners/tenants/visitors who congregate in front of units drinking alcohol, playing loud music or any way disturbing or annoying the occupants of any units in the complex, or do or permit anything to be done which will interfere with the rights, comfort, or convenience of the other owners or tenants. **Loitering will be fined immediately.**

2.8 Disturbance

No Owner or Tenant shall make or permit any noise that will disturb or annoy the occupants of any units in the complex, or do or permit anything to be done which will interfere with the rights, comfort, or convenience of other Owners or Tenants. This includes loud music and blowing the horn of a vehicle for anything other than emergency use or warnings, any time of the day or night. **Disturbances will be fined immediately.**

2.9 Common Area Prohibitions

Common Areas includes all areas beyond an individual unit's exterior walls and patio, including areas adjacent to and immediately beyond the patios and entrance doors.

(a) The grassy areas and walkways in front of the buildings and entranceways to the units shall not be obstructed or used for any purpose other than ingress and egress.

(b) No bicycles, scooters, baby carriages, or similar vehicles or toys, or any personal articles shall be allowed to stand in any of the Common Areas or sidewalks. No lawn furniture, picnic tables, potted plants, or garden hoses are allowed on the grassy or other common areas.

(c) Nothing shall be altered or constructed in, removed, or attached to the Common Area, including satellite dishes, except upon the written consent of the Board of Directors.

(d) Swimming, boating, fishing, and other recreational activities in the lagoons are prohibited. Feeding of ducks, alligators, or any other wildlife is prohibited. No food or other objects will be thrown into the lagoons.

(e) Shopping carts brought onto the property must be returned immediately. Failure to do so shall result in a fine being issued with no warnings given.

2.10 Refuse

All refuse from the units shall be deposited with care **IN** refuse containers and dumpsters intended for such purpose. All refuse must be taken immediately to the dumpsters and not left at the entrance of any unit. Refuse must be deposited in dumpsters and not left on the ground in and or around such dumpsters. Dumpsters are for household refuse only. No appliances, bedding, furniture, or construction materials, etc. are permitted. Refuse containers located at the mailboxes is for paper refuse only, no pet droppings or household refuse. Violations will be fined with no warnings given. Littering is prohibited.

2.11 Electrical Equipment and Satellite Dishes

Electrical equipment of any nature installed or used in any unit shall fully comply with all rules, regulations, requirements, or recommendations of the Board of Fire Underwriters and the public authorities having jurisdiction, and the Owner alone shall be liable for any damage or injury caused by any electrical equipment in such unit. Satellite dish installation must be approved by the regime office and installers must first receive specific installation requirements from the on-site office. Any dish installed improperly or without prior authorization will be removed at the resident's/owner's expense.

2.12 Flammable Materials

No Owner or Tenant shall use or permit to be brought into the complex any flammable oils or fluids such as gasoline, kerosene, naphtha, benzene, explosives, or articles deemed extra hazardous to life, limb, or property. Gas and charcoal grills are permitted. Grills may be stored on the back patio, but when in use they must be placed at least 10 ft. from the villa.

2.13 Cleanliness and Preservation

(a) Each Owner or Tenant shall keep their unit in a good state of preservation and cleanliness.

(b) No awnings, window guards, ventilators, window fans, or window air conditioning devices shall be used in or about any building unless approved by the Board of Directors.

(c) No article shall be hung from the doors or windows, or placed upon the windowsills of the units, with the exception of hanging plants and decorative wreaths. Any permanent hanging plants or decorations as such may only be placed on the trim around the windows or doorframes and entryways of units, and not on the siding of any unit or drilled into the concrete. Owners or Tenants shall not put their names on any entry of the complex, and nothing shall be allowed at the entrance of any unit that alters the appearance.

(d) Draperies, curtains, blinds and screens installed by each Owner on all windows of their unit must be maintained in a condition of good repair at all times. The color window treatments visible from the exterior shall be a neutral white or off-white color. All operable windows and patio doors are required to have screens.

(e) Approved storm doors must be installed at the front door of every unit, properly maintained and remain closed at all times. All front entry doors must be maintained and kept clean at all times. If your front entry door needs to be repainted, you should contact the on-site office

(f) Owners and Tenants shall close all windows while their units are unattended for extended periods, to avoid possible damage from storm, rain, freezing, or other elements. Owners are required to replace broken, cracked, or fogged windows in their units.

(g) Water shall not be left running for any unreasonable or unnecessary length of time.

2.14 Landscaping and Outside Displays

(a) Any Owner or Tenant wishing to use landscape edging, lighting (to include solar), plants, or lawn ornaments decorative or other type of flag, figurines, outside of their patio area or immediately around the front entrance must obtain permission from the Board of Directors prior to doing so. Each Owner and Tenant who does so will be responsible for replacement, upkeep, or damage to said alterations; the Board may require that alterations be removed upon vacancy of the unit. Decorative gravel or small stones of any kind are not permitted.

(b) No commercial signs are allowed on the property. Open house signs may be placed the day of the event and must be removed immediately following the event. Holiday displays shall be permitted so long as they are confined to the immediate area around a unit, and do not impede mowing or the use of any door. Christmas displays must be removed by the following January 15, all other holiday displays must be removed within one week of the holiday date.

(c) The use of birdfeeders, with the exception of hummingbird feeders, is prohibited as this practice attracts squirrels and rodents to the buildings. Feeding of any animal outside of the villas is prohibited.

(d) Welcome signs are permitted upon approval of the Board. If properly displayed and properly affixed to the building, the current United States flag is allowed. All other flags must be approved by the Board of Directors.

(e) The Board of Directors or its Managing Agent reserves the right to limit outside displays related to holidays, weddings, birthdays, etc.

(f) Owners wishing to modify their patios must contact the office for required guidelines prior to doing so. Submission of the Patio Extension Form and drawing to scale of proposed extension will be required.

2.15 Patio Storage

(a) The following items only shall be allowed on the patio area: lawn furniture, cooking grills, plants in planters (not buckets or nursery pots), bicycles, and children's riding toys. Access to the patio door must remain clear at all times. Items prohibited include, but are not limited to, firewood, shelving units, boxes, motorcycles, baby pools, coolers, and cleaning supplies. Exceptions must be approved in writing by the Board of Directors.

(b) Firewood must not be stored next to buildings or patios unless on an approved rack. It must be stored at least two feet from the building and placed on a storage rack adjacent to the A/C condenser unit, so as not to hinder the pedestrian movement in the common areas. If a tarp is used to cover firewood, it must be

brown or black in color, with a limit of one (1) rack of firewood. Other storage sites must be approved by the Board of Directors.

(c) If planting pots are used they (1) are to be placed on the patio/limited common area, except; (2) if placed in the front of the unit, may not be more than five feet from the front door of the unit; (3) must be clean and well maintained, with dead vegetation removed; (4) must not impede mowing or the use of any doorway. Any exception to the rules can only be granted by the Board.

2.16 Reporting

Please report any problems, damage, or concerns to the on-site office.

ARTICLE III – VEHICLES AND PARKING

3.1 Vehicles Allowed

3.1.1 Each unit is entitled to two parking spaces on the Woodlake property, unless a visitor's pass has been issued.

3.1.2 All vehicles on the property must have a valid license plate and current registration.

3.1.3 Buses, campers, commercial vehicles, motor homes, trailers, watercraft, dirt bikes, four wheelers and other off-road vehicles will not be allowed on the property except as follows:

(a) Commercial vehicles will be allowed on the property for the sole purpose of conducting valid commercial business during normal business hours.

(b) Commercial vehicles will be allowed to park on the property at times other than during normal business hours if and only if all of the following requirements are met: **(b.1)** No more than one business vehicle per unit will be permitted, **(b.2)** the commercial vehicle will not cause the unit to exceed the total number of vehicles allowed under these Parking Regulations, **(b.3)** the commercial vehicle is a primary vehicle of the unit resident, **(b.4)** the commercial vehicle is not more than nineteen feet (19') in length nor seven feet (7') in width including all attachments including, but not limited to, trailer hitches, spare tires, lumber, pipes, poles and ladders, **(b.5)** the parking of the commercial vehicle on the property will not raise any safety concerns as determined by the Board of Directors, **(b.6)** there is sufficient parking available in the vicinity of the unit as determined by the Board of Directors, and **(b.7)** the commercial vehicle displays at all times a valid commercial vehicle permit as issued by the Board.

(c) The permit issued under item B above is a temporary permit and must be renewed annually and may be revoked by the Board at any time at its sole discretion.

(d) A "primary vehicle" is a vehicle that is used by the resident for both business and personal use and is either (i) the sole source of vehicular transportation for the resident or (ii) a vehicle for which the resident can demonstrate that there is no other reasonable parking alternative available.

(e) All golf carts must be approved by management or the Board of Directors and the requirements for approval are as follows: All golf carts must be street legal to include headlights, tail and brake lights, turn signals, and rear-view mirror. All golf carts must be registered with the proper governmental authority whether that is the State, County, or Town. Any required decal, permit,

or plate issued by any governmental authority needs to be properly displayed. All golf carts must be insured and proof of insurance provided. All golf carts are to be operated by licensed drivers only and follow all the laws and rules regarding motorized vehicles. Gas powered carts must be fueled off property and the storage of fuel on property is prohibited. Electric carts may not be charged while parked in a regular parking space. Until which time golf cart charging stations are installed in the common areas, electric carts will be required to be charged on the unit patio or other designated limited or common area. A charging plan and access to the charging area requires approval before any final cart approval is given and parking permit/decal is issued and there is no guarantee an approval will be granted. Approved golf carts must park in an approved parking space and will count toward the number of entitled parking spaces.

3.2 Vehicle Permits

(a) Each unit shall be entitled to up to two parking permits. Tenants parking permits shall be valid for up to a year. The initial parking permits shall be issued free of charge. Replacement permits, regardless of the reason for replacement, shall be no less than \$25. If purchasing a new vehicle please remove the old sticker from the car and bring it in and it will be replaced with a new sticker at no charge.

(b) All vehicles being parked overnight on Woodlake property are required to display a valid parking permit. Parking permits must be displayed at all times on the bottom corner of the front window on the driver's side. Vehicles not properly displaying a valid parking permit may be towed at the vehicle owner's expense. A fine may be assessed against the owner of the unit to which the vehicle in violation relates.

(c) To obtain a parking permit, the owner of the unit must provide to the office the owners name and unit number, the name of the tenant (if applicable), a description of the vehicle, and the current license plate number.

(d) A resident of Woodlake may request a Visitors Permit which shall entitle the vehicle displaying such a permit to park on the property overnight. Visitors Permit shall be valid for up to fourteen (14) days. Visitor's permits may be obtained during normal business hours at the on-site office at any time prior to the visit. Management reserves the right to limit the number of Visitor Passes issued to any owner.

(e) Any request for more than (2) permits must be put in writing to the Woodlake Board of Directors and mailed to: Woodlake Villas, P.O. Box 1836, Bluffton, SC 29910.

3.3 Vehicle Gate Pass

(a) Each unit Owner/Tenant is entitled to not more than two Vehicle Entry passes. Each pass must be registered to a vehicle and the vehicle must be owned by the person registering the vehicle. Two Vehicle Entry passes shall be issued free of charge. Replacement passes, regardless of the reason for replacement, shall be no less than \$25. If purchasing a new vehicle, please come to the on-site office and register the vehicle information with the Vehicle Entry Pass.

(b) Any resident who has a guest requiring a Vehicle Entry pass can come to the on-site office during normal business hours and get a temporary Vehicle Entry pass for \$25, which will be refunded upon return of the Vehicle Entry pass. The Vehicle Entry pass is valid for up to fourteen (14) days.

(c) Any owner who is two (2) or more months behind on their regime fee payments will have all parking privileges suspended and all Vehicle Entry passes turned off. If an owner rents their villa, this will also apply to their tenants.

3.4 Vehicle Gate Entry

Any vehicle entering the property when the gates are closed must use the key pad to call a resident to gain access to the property or make arrangements to meet them at the gate. Any visitor or resident, who tries to drive through entry gate illegally by following another vehicle through the gate or using the exit gate illegally, will be towed at the vehicle owner's expense. In addition, a fine shall be assessed against the owner of the unit to which the vehicle in violation relates.

3.5 Parking

(a) Vehicles must park in a valid parking place. Vehicles must not be driven on or parked in any grassed or landscaped areas. Any vehicle doing so shall be subject to a fine and/or damages and may be towed immediately without warning.

(b) Any vehicle left unmoved for fifteen (15) days is subject to be towed. Any vehicle must be maintained in an operable condition. Only emergency repairs shall be permitted on Woodlake property.

(c) There are no assigned parking spaces. Residents are advised to use common courtesy when parking their vehicles. Upon written request, the Board may assign a parking space to a resident that is handicapped and has been issued a handicapped parking pass from the proper authorities.

ARTICLE IV – PETS

4.1 Statement of Purpose

The allowance of pets at Woodlake Villas has not been without a cost to all property owners and residents of Woodlake. While a large portion of pet owners adhere to the rules designed to protect ALL owners and residents, an equally large segment of pet owners do not abide by the rules. **Pet** shall mean any mammal, reptile or bird which weighs in excess of two pounds. **Unit Owners** are responsible for a pet which, at any time, occupies the unit of owner.

4.2 Conditions

No pet shall be allowed in, on or about the property including individual units as well as common areas except as provided below:

(a) There is a limit of two (2) pets per villa, and each shall be registered with the Property Manager. Such registration shall include the breed, or breeds if a pet is of mixed breeds, the name and unit number of the adult person responsible for the pet, and a signed statement acknowledging the rules governing pets. All pets must be registered within one (1) week after arrival on property. Pets must be brought to the office so a photo may be taken to include in the registration. It is insufficient to state that a dog is a "mixed breed" or to be unclear as in a "lab mix" Any dog over twenty (20) pounds at maturity, without breed registration papers, will, **at the dog owner's expense** and paid on administration, be subject to a DNA test supervised by a representative of Woodlake Villas in the presence of the owner. The DNA test results will allow up

to 25% “Pit Bill” lineage (see Prohibited Breed” below). Any dogs exceeding the allowed percentage will be considered a Prohibited Breed. The owner of the Woodlake unit is solely responsible for any arrangements with a tenant. The pet limit may be extended only upon permission granted by the Board of Directors. Application for such must be in writing.

(b) No pet is allowed outside a unit unless leashed and wearing an identification collar. ALL pets must be attended at all times by a responsible party while outside the unit and may not be left unattended on patios or common areas for any reason.

(c) All pet owners must clean up after their pets immediately; animal waste bags are provided at the dog run and at several stations located around the property. This rule will be strictly enforced.

4.3 Prohibited Breed

The following dog breed is considered aggressive in nature and **is not** permitted at Woodlake Villas: Pit Bulls of any breed, including, but not limited to, Staffordshire Bull Terrier, American Pit Bull Terrier, or any lineage thereof. Further, any canine or other pet that exhibits any type of aggressive behavior will be required to be removed from Woodlake property. No one may bring onto the property an animal that has been previously deemed “dangerous” as defined by SC Code , Section 47-3-710.”

ARTICLE V – SECURITY CAMERAS

No Owner or tenant may install a security camera (or other security equipment) to the exterior of any building, including the Limited Common Areas, or in any Common Area without the express written permission of the Board of Directors or its delegate. Such permission can be withdrawn in the Board’s sole discretion at any time.

5.1 Association and Homeowner Responsibility

(a) Owners are responsible for security camera installation and will hold Woodlake harmless from any and all claims, demands, actions, judgments, and executions that may result, directly or indirectly, from the installation of a security camera and/or its operation. Owners will be required to sign a Hold Harmless Agreement prior to the installation. Owners and/or Tenants may not install security cameras in a manner that increases maintenance costs for the Association. If damage to Association maintained property or other Owner property occurs, Owners are responsible for all repair and maintenance costs. The Owner is responsible for all payment of medical expenses and other liability incurred by persons injured by security camera installation, maintenance, and /or removal.

(b) The Association shall provide Owners with 10 days written notice if maintenance requires security camera removal. Owners shall be responsible for removing security cameras before maintenance begins. If Owners do not remove security cameras by the stated date, the Association may remove security camera at the Owner's expense. The Association is not liable for any damage resulting from the removal, installation, or use and maintenance of the security camera.

(c) Installation by Tenants- Tenants may install security cameras in accordance with these rules after obtaining:

1. Written permission from the Owner to install a security camera. A copy of this permission notice must be submitted to the Association prior to installation.
2. Both Tenant and Owner must sign a Hold Harmless Agreement prior to the installation of any security camera by a tenant.

5.2 Registration

(a) Any Owner or their tenant desiring to install a security camera must notify the Management in writing prior to installation. If Management determines that the installation conforms to all of the rules and restrictions, and after all required documents are signed and returned to Management. Installation must begin within fourteen days of notification by Management to the Owner to that effect.

(b) Notification content that does not conform to all of the rules and regulations will be returned to the Owner for modification within seven days.

(c) Any change or modification of the security system will require a new registration prior to the change or modification.

5.3 Installation and Removal Rules

There shall be a limit of two cameras of any individual unit, one located at the front door and one at the patio.

(a) Location

1. At the front door camera shall be mounted to the uppermost corners, ceiling, or overhead light over the door.
2. A patio camera shall be mounted to the interior corner of the patio area in a manner that will not jeopardize the integrity of the wood siding and wood trim.
3. Security cameras may not be positioned in any way such that the view of the camera takes in the windows, doors, or patios of any other units (even in the background) ,or otherwise intrude on any other resident's privacy.

4. Cameras will not be pointed at parking lots or other common areas.

(b) Installation

1. Security cameras shall be wireless, with mounting hardware securely attached to the wood siding or trim strong enough to support the equipment being installed. Under no circumstances can the stucco be compromised.

2. A wired camera is not permitted unless a variance is granted by the Board; if granted, all wiring must be concealed to the satisfaction of Management.

3. Security cameras installed prior to the institution of this policy shall be required to adhere to all rules set forth here, to include the seeking of variances, if necessary. Compliance is required within 30 days of notice given of the policy.

4. Security cameras shall be installed and secured in a manner that complies with all applicable Town and state laws and regulations, if any, and manufacturer's instructions

(c) Maintenance

1. Owners shall not permit their security cameras to fall into disrepair or to become safety hazards.

2. Any incursion into the structure (roofs, walls, etc.) that results in damage or water/moisture penetration is the Owner's responsibility to remediate.

3. If the security camera is removed, the Owner must remediate any holes that were made relative to the security camera installation, restoring the exterior to its condition prior to the installation.

4. If the Owner sells the unit, the Owner must either require the new Owner to accept responsibility in writing or to remove the security camera and associated components of the installation and remediate as described above.

5. Any recordings made by the Owner's security cameras are the property and responsibility of the homeowner. The Association bears no responsibility nor has any liability for the recordings.

(d) Removal

1. Owner agrees that it shall removal all installed security cameras and equipment and return the area to which such equipment was attached to its original state prior to the sale of Owner's unit unless Owner secures written consent from the Buyer that Buyer assumes all liability and responsibility of said equipment.
2. Owner agrees that a Two Hundred Fifty Dollar (\$250.00) Compliance Fee shall be charged at the closing of the sale of Owner's unit and shall be paid over to the Association at closing.
3. Within thirty (30) days after closing, the Association shall inspect the unit to ensure that the security equipment has been properly removed, that there is no damage to the building, and that Owner complied with all rules regarding the security equipment prior to closing. If no damage is found and all rules have been followed, Owner shall be entitled to a refund of fifty-percent (50%) of the Compliance Fee. The balance of the Compliance Fee is non-refundable.

5.4 Enforcement

The Association may prohibit or seek removal of previously installed equipment if the installation poses a serious, immediate safety hazard. For purposes of this Article, the terms 'security camera', 'security equipment' and 'equipment' shall be interchangeable and the rules apply to all such items.

ARTICLE VI – POOL AND COMMUNITY ROOM

6.1 Hours

Pool hours are 8:00AM to 10:00PM. **No lifeguard is provided.** Use pool area and swim at your own risk.

6.2 Permitted Users

Use of the pool and community room is for Woodlake residents and their guest(s) only; the number of permitted guests per unit is four (4). Any guest must be accompanied by a resident at all times. For exceptions, please contact the on-site office. Children thirteen (13) and under must be accompanied by a parent or guardian eighteen (18) years of age or older at all times.

6.3 Amenities Pass Required

All users must have amenities pass. Do not let others into the pool area. You are responsible for any damage they cause and you may lose you amenities pass privileges.

6.4 Prohibited Items

No glass or other breakables allowed in the pool area or community room at any time. No food or drinks allowed in the pool itself. Smoking is permitted in the pool area; please use ash trays provided. Smoking is not permitted at any time in the community room.

6.5 Behavior

No running, diving or horseplay allowed. No loud or obnoxious behavior. No loud music; please use headphones or keep the volume down. Please shower before using swimming pool.

6.6 Proper Attire Required

Proper swimming attire must be worn. No street clothes allowed. No children wearing diapers in pool unless wearing protective and sealed swim suits.

6.7 Posted Rules

All Department of Health and Environmental Control and other rules and regulations as posted in the pool area must be strictly followed.

6.8 Private Parties

Although the pool may not be reserved for private parties, the community room is available to residents on a first come, first served basis. Please see the on-site office for details.

6.9 Violations

Any violation of the Rules of this section may result in the suspension of the amenity pass along with fines being issued.

ARTICLE VII – FITNESS CENTER

7.1 Permitted Users

Use of the Fitness Center is for Woodlake residents only; users must be at least fifteen (15) years of age. Children under the age of fifteen (15) are prohibited to be in the fitness center. All users must have an amenities pass. Do not let others into Fitness Center as YOU are responsible for any damage they cause and may lose your Fitness Center privileges.

7.2 Risk

Exercise at your own risk. Please inspect equipment carefully before use. Woodlake is not responsible for injury or damage caused by equipment.

7.3 Care of Facility

(a) With the exception of water, no beverages, food, or smoking are permitted.

(b) Please turn off and wipe down the bench/grip area of equipment after use. Antiseptic spray and paper towels are provided for this purpose.

(c) If you are the last one using the facility at night, please turn off the TV and main lights. The light switch is to the left of the front entrance.

7.4 Use of Facility

(a) Please limit time on equipment to fifteen (15) minutes if others are waiting.

(b) Please use headphones if others are using the facility. Only “G” or “PG” rated programs may be viewed on the audiovisual equipment.

(c) Restroom facilities are provided at the pool.

ARTICLE VIII – TENNIS AND BASKETBALL COURTS

8.1 Permitted Users

The tennis and basketball courts are for the use of Woodlake residents and guests only. All users must have an amenities pass. Do not let others into the courts as YOU are responsible for any damage they cause and may lose your court privileges. Each and every person utilizing the tennis/basketball court facility does so at their own risk. Adults shall have full and complete responsibility for all children under their control. The use of the courts for tennis has priority over basketball.

8.2 Hours

Please observe the posted court hours of 8:00AM to 10:00PM. Please limit play to one hour if groups are waiting.

8.3 Care of Courts

It is requested that all individuals cooperate in maintaining maximum cleanliness and tidiness in the tennis court area. Tobacco, beverages, or food will not be taken onto the tennis courts. Please wear smooth soled athletic shoes.

8.4 Not Permitted

No bicycles, skateboards, rollerblades, or baseball playing are allowed on the court.

ARTICLE IX – BOARD OF DIRECTORS; ELECTION PROCEDURES

Pursuant to Article IV of the Bylaws of Woodlake Villas Owners Association, Inc., there are nine (9) members on the Board of Directors, with each director serving a three-year term. The terms are staggered such that three (3) directors’ terms end on any given year. The Bylaws specify the time and place of the election of Board members, but does not provide any other detail. The purpose of this Article IX is to

establish the procedures for nominations, dissemination of information, and other rules to ensure a fair and transparent election procedure.

Before nominating an Owner as a candidate for the Board of Directors, please keep the following responsibilities of a Director in mind:

(a) Currently, the Board of Directors meets on the 4th Thursday of every month from January to October, plus a separate annual budget meeting each October, plus a meeting just prior to the annual Owners meeting in December.

(b) A Director must be thoroughly familiar with the Woodlake Master Deed, its By-Laws, and its Rules and Regulations and have a willingness to participate in Board activities including, but not limited to, serving on committees of the Board.

(c) A Director cannot miss more than three meeting in a calendar year; a Director missing more than three meetings in a calendar year is subject to removal from office.

(d) A Director is part of the Board of Directors which sets policy, adopts a budget, and hires the Manager of the property. A Director may not micro-manage employees and should not personally interfere with the normal and routine operations of the Regime.

9.1 Nominations

The Property Manager shall send a written request (the “Request”) for nominations to all Owners. The Request must be mailed no later than September 15th immediately preceding that year’s annual Owners meeting. The Request cannot be sent sooner than September 1st. Nominations can only be made by an Owner in good standing. Completion of the Nomination Form shall be the only method of nominating a candidate for the Board of Directors. Nominations from the floor shall not be permitted.

9.2 Due Date of Nomination

The Nomination Form must be received by Manager on or before October 15th immediately preceding that year’s annual Owners meeting.

9.3 Nomination Form

The Request shall contain a Nomination Form as approved from time to time by the Board of Directors; provided, however, that the Nomination Form shall include, at a minimum, the following information:

(a) Name and Unit Number of the Owner being nominated (the “Candidate”);

(b) Certification that the Candidate’s name appears on the deed (or, in the case where the deed is in the name of an entity, that the Candidate has a direct ownership interest in the entity), to the Woodlake Unit which Candidate claims to own and that the Candidate’s account is in good standing and not delinquent;

(c) Signature of the Owner making the nomination;

(d) Instructions concerning the delivery of the completed Nomination Form to the Manager;

(e) Number of years Candidate has been an owner of a Woodlake Unit.

(f) If the Candidate is not a full-time resident, the average number of days per year the Candidate is on the property.

(g) A resume or other descriptive narrative, not to exceed one 8½x11 page, summarizing the nominee's occupation, experience, or other talents and the reasons the nominee wishes to serve on the Board. Such resume must be typewritten, using one inch margins and a 12-point block style font, and should not exceed 500 words.

(h) Such other information the Board deems appropriate.

9.4 Review of Nomination Forms

Upon timely receipt of the Nomination Forms, the Manager shall review each Nomination Form to:

(a) attest that the person being nominated is a current Owner of the Woodlake Villas Property Owners Regime and that the nominated Owner's account is not delinquent.

b) determine, if the Owner being nominated is different from the Owner making the nomination, that (1) the nominee accepts the nomination and (2) the information provided on the Nomination Form is true, accurate, and complete.

9.5 Notification of Nominees to All Owners

Once the Manager has determined which Nomination Forms are acceptable, the Manager shall include a copy of each Nomination Form with the annual Owner's Package which is distributed each November in advance of the annual Owner's meeting.

9.6 Integrity of Voting Process

It is of paramount importance that the election of Board members be transparent, honest, and conducted with the highest degree of civility. The distribution or dissemination of misleading, inaccurate, or downright false information shall not be permitted. To ensure the integrity of the election process, the following campaign rules shall apply:

(a) Immediately upon receipt, the Manager shall verify all statements made on the Nomination Form regarding factual information related to Woodlake Villas, its finances, policies, and procedures.

(b) The Manager will immediately contact the candidate about any questionable statements of fact the Manager finds. If a resolution is not reached to the satisfaction of the Manager, the Manager shall notify the President of the Board.

(c) A copy of any written communications to be disseminated by a candidate must be submitted to the Manager. If a candidate disseminates any information that contains false or misleading statements of fact, then that candidate will be disqualified upon a two-thirds vote of the Board of Directors.

9.7 Voting by Proxy

The Manager shall include with each annual Owner's Package, a Proxy form that includes an "Election of Board Members" section substantially similar to the form attached here to as Exhibit A.

9.8 The Election Process

The election of directors shall take place at the annual Owners meeting in accordance with the Master Deed and By-Laws.

(a) The Regime Manager shall count the ballots at the meeting. The President of the Board shall ask for one volunteer from the Owners present, who is neither a current director nor a candidate, to observe the counting of the ballots.

(b) Any candidate may request a recount of the ballots if the number of votes separating two or more candidates is less than ten votes and could affect the outcome of the election. Candidates may observe the recount if they choose.

(c) Any Owner in attendance at the time of an election shall have the right to contest the election results. Once an Owner contests the election, the Manager shall secure the ballots and turn them over to the Association's certified public accountant for an audit. If the audit confirms the election of Directors as originally reported by the Manager, the cost of the audit shall, at the sole discretion of the Board of Directors, be assessed against the Owner who contested the election and shall be due and payable by said Owner within thirty days of the assessment.

ARTICLE X – VIOLATIONS, APPEALS, AND FINES

Fines may be assessed for rule violations. Fines for any violation of the rules and regulations shall consist of two parts: (1) Base Fine PLUS (2) Incurred Expenses fine (if any.) Fines will be added to Owner's monthly assessment. Owners are responsible for the acts or omissions of their guests, tenants, and guests of tenants, and are responsible for any fine associated with such acts of omissions. The Schedule of Fines may be found in Addendum A.

10.1 Vehicle and Parking Violations

(a) Vehicles not complying with the above Rules and Procedures will be ticketed with a Violation Notice and subject to towing 48 hours after notice is placed on the vehicle. A documented attempt will be made to locate and inform the owner of vehicle prior to action being taken. However, individual notification is not necessary. The fine system specified in Article 1.3(a) and addendum A will be implemented in addition to the above remedies. All towing will be done at the owner's expense.

(b) To accommodate those owners who have an unexpected overnight visitor, if a violation is issued, just bring the violation ticket to the on-site office within three days for proper handling.

10.2 Pet Violations

All fines are automatic, no warnings shall be given. The first offense shall be fined \$100, second offense \$250, and a third offense \$500, plus forfeiture of right to have pets in common areas. The forfeiture may be waived by the Board of Directors upon the written request of the owner. In addition to any fines levied in this section, all costs incurred by Woodlake in the enforcement of these regulations, including but not limited to, clerical and administrative fees of the Property Manager (not to exceed \$35 per hour) and reasonable attorney's fees shall be assessed against the **unit owner** and shall be immediately due and payable. Failure to immediately clean up pet waste fines start at \$250 per violation and \$500 for subsequent violations.

10.3 Amenities Violations

Failure to follow these rules will result in the immediate loss of all amenity card privileges. Once you lose you amenity card privileges, you must appeal to the Board of Directors to have your privileges reinstated.

10.4 Appeals

An Owner may appeal the assessment of any fine under these regulations to the Board of Directors by notifying the Property Manager, in writing, of their intention to appeal and setting out the facts and circumstances upon which the appeal is based. The written notice of appeal must be received by the Property Manger within thirty (30) days from the date the fine was assessed. The board of Directors shall hear the appeal within ninety (90) days from the date the Property Manager receives the request at a regularly scheduled meeting of the Board. The Property Manager shall notify the owner making the appeal at least ten (10) days prior to the Board meeting at which the appeal will be heard. Failure by the Owner to appear at the Board meeting, unless due to an emergency shall be deemed a waiver of the Owner's right to appeal.

10.5 Habitual Offender

The purpose of these Regulations and Procedures is to promote the health and safety of Owners and Tenants and the quiet enjoyment, preservation of value and aesthetics, and the fair and equitable use of the property, amenities, and common areas of Woodlake. A limited number of Owners and Tenants, for which the owners are responsible, have repeatedly violated one or more of these regulations to the detriment of the Owners and the property as a whole. In order to protect the safety and well-being of all Owners and Tenants, protect the maintenance and value of the property, and to properly manage and preserve the use of common areas and amenities, the Board has adopted a Habitual Offender Policy to bring repeat offenders to immediate and full compliance with the regulations and procedures of the Association.

(a) Designation of Habitual Offender: Any unit within Woodlake may be designated a "Habitual Offender" under the following procedures. **(1)** By motion duly made and seconded by a member of the Board of Directors at any regularly scheduled meeting, or at any special meeting called for such purpose. **(2)** By petition of Owners, presented to the Board of Directors, signed by not less than ten (10) Owners. For purposes of this action, signatures are counted in the same manner as votes are counted at the annual meeting.

(b) Designation of Hearing: Once a motion to designate a unit as a Habitual Offender is duly made and seconded, a hearing to consider the merits of the motion shall be held under the following procedures.

(b.1) As soon as a motion is made and seconded, or a properly signed petition is presented, the President or designee shall immediately table discussion of the motion until the next regularly scheduled meeting of the Board of Directors.

(b.2) The president or designee shall, as soon as possible but not less than ten (10) days before the next regularly scheduled meeting, notify the Owner of the Unit in writing that a hearing will be held for the purpose of determining whether the Owner's Unit will be designated a Habitual Offender. Notification shall include the date, time, and place of the meeting.

(b.3) The hearing shall be conducted at such time during the meeting as designated by the President on the agenda for the meeting, or if no time is designated, after all other business of the meeting is concluded. The Owner shall have the right, but not the obligation, to be present at the meeting and address the Board of Directors.

(c) Conduct of Hearing: So long as a quorum is present, the hearing shall be conducted by the President or designee in the following manner.

(c.1) The Board member who made the motion, or a single spokesperson selected by the Petitioners, shall present its case to the Board of Directors as to why the Unit should be designated a Habitual Offender. The Property Manager and/or on-site superintendent shall report all facts and figures concerning the Unit in question.

(c.2) The Owner will then be given the opportunity to address the Board and to submit any relevant materials or statements having bearing on the matter.

(c.3) Discussion of the motion or petition shall be held in accordance with the normal rules of order in place at the meeting of the Board. At the conclusion of the discussion a vote on the motion or petition shall be taken.

(c.3.a) If the motion or petition passes, the Unit shall be designated a Habitual Offender and written notice of such designation and a copy of the Habitual Offender Policy shall be mailed to the Owner at their last known address, or the Unit if the address is unknown, via certified mail, return receipt requested, and by regular mail. Proof of proper mailing shall be deemed proof of proper notice to the Owner.

(c.3.b) If the motion or petition fails, the matter will be closed. A failed motion does not prevent a new motion or petition from being submitted at a later date.

(d) Special Rules for Habitual Offenders: Any Unit designated a Habitual Offender will be subject to the special rules listed below. To the extent that the special rules conflict with any other established regulation or procedure, these rules shall prevail.

(d.1) The President shall direct the Property Manager and on-site superintendent to check the Unit regularly for compliance with the rules and procedures.

(d.2) No warnings for violations shall be given. All violations will result in an immediate fine of \$500 per violation. Warnings, first offense, and other lesser fines, other than the incurred expenses fines, imposed by the Fine Schedule in Article 10, Section 6 shall apply.

(d.3) The Owner shall have the right to appeal any fines imposed under this rule under the same Appeals procedure outline in Article 10, Section 4 EXCEPT it shall take a two-thirds vote by the Board of Directors to waive any fine imposed under the Habitual Offender policy.

(e) Termination of Habitual Offender Designation: A Unit's designation as a Habitual Offender shall terminate upon occurrence of one of the following:

(e.1) By motion of a member of the Board of Directors, duly seconded, and passed by a two-third vote of the Board.

(e.2) After the Unit has gone a full year without any fines being issued and provided further that all fines previously issued have been paid in full.

(e.3) If, in the opinion of the Board of Directors, the violations were perpetrated by Tenants of a Unit held out for rent by the Owner and the Owner submits positive proof, acceptable to the Board, that the Tenant(s) no longer reside in the Unit.

(e.4) By the sale of the Unit by an Owner to an unrelated third party; provided further, that if the Unit is not occupied by the Owner, the new Owner must meet the terms of section (e.3).

10.6 Fine Schedule

(a) **Basic Rules and Procedures Violations.** (1) After written warning, first offense \$50. The fine **may** be waived if the cause of the violation is corrected within 15 days or the Owner provides a written statement to the Property Manager within 15 days that the violation **will not** be repeated. (2) After written warning, first offense \$50. The fine **may** be waived if the cause of the violation is corrected within 15 days or the Owner provides a written statement to the Property Manager within 15 days that the violation **will not** be repeated. (3) Subsequent offenses are \$100. **Plus** the cost of any incurred expenses due to the violation. (4) Repeated violations may be assessed an additional amount to be determined by the Board of Directors.

(b)

(b) **Satellite Dish Violations.** (1) Mounting the dish through the shingles: \$250. Dish removed **plus** incurred expenses. (2) No satellite dish form on file: \$50. Dish removed **plus** incurred expenses. (3) Weekend installation or installation without proper notice: \$50. Dish removed **plus** incurred expenses.

(c) **Parking Violations.** (1) First Offense: Violation notice with warning and 48 hour towing notice. (2) Subsequent Offenses: After 48 hours of original violation notice and any subsequent notices, \$100 and cost of towing if applicable. **Plus** any incurred expenses.

(d) **Vehicle Gate Violations.** (1) Any resident or visitor who enters or attempts to enter the vehicle gates illegally by following another vehicle through the gates, or by entering through the exit gates will be towed at the vehicle owner's expense. A fine of not less than \$250 shall be levied against the Owner of the unit to which the vehicle is connected. (2) Any damage done to the keypad, entry gate, exit gate, or vehicle drop down gate or control unit by any Owner, Resident, or Visitor will be fined \$500 plus incurred expenses.

(e) **Pet Ownership Violations.** (1) No Warnings will be given. (2) First offense \$100. Second offense \$200. Third Offense \$500 and forfeiture of the privilege to have any pet in the Common Areas. **Plus** any incurred expenses.

(f) **Occupancy Violations.** (1) First offense: A written warning will be sent to the Owner's last address of record. It is the Owner's sole responsibility to inform the Property manager of their current mailing address. Warning shall give the Owner thirty (30) days to correct the violation. If the violation continues

past the 30 day period, a fine of \$250 dollars will be assessed against the Owner for each month, or part thereof, the violation continues. (2) Second and subsequent offenses: An immediate fine of \$350 dollars shall immediately be assessed against the Owner, plus \$250 for each month, or part thereof, that the violation continues.

(g) Dumpster Violations. Discarding of furniture, appliances, or construction materials in Woodlake dumpsters is strictly prohibited. The fine for any offense will be \$500.

(h) Incurred Expenses. In addition to any fine imposed above, there may be an additional fine equal to any and all expenses incurred by the Association including, but not limited to, repair, litigation, or other action as a result of a violation of these rules, including reasonable attorney's fees. In addition, Owner shall be liable for any damage or injury caused by, or as a result of, any violation of these rules, and shall hold the Association harmless for same.

EXHIBIT "A"

ELECTION OF BOARD MEMBERS

Please choose from the following three options:*

Option 1: I have granted my proxy to the person named above and authorize my proxy to vote for those candidates running for the Board as he/she thinks best.

Option 2: I hereby vote for the following candidates: **
(Please print full name of candidate; please print legibly)

- 1.
- 2.
- 3.
4. (If a 4th position is open)

Option 3: I hereby grant my proxy for purposes of voting in the election of Board members to the current Board of Directors.

** If no option is chosen, Option 3 will be presumed and your voting proxy will be given to the Board of Directors to vote in the best interests of the Association.*

*** You do not have to vote for all three (or four when applicable) positions.*