

**Rules and Regulations
Pelican Point Villas- (9-16-08)**

A.1 Common Area (all exterior areas to include, but not limited to hallways, parking areas, stairwells.)

All homeowners shall be entitled to use and enjoy the Common Area without infringing on the rights of others. However, shall convert any portion of the Common Areas for his/her exclusive use without written approval from the association. For example, plants, Trees, shrubbery and crops of any type without approval from the association.

A.2 Damage to Association Property

Any defacing or deliberate damage to the Common Area, or equipment installed there in caused by any person including a homeowner, his/her family, tenants, servants, employees, agents, visitors and guest, invitees or licensees shall be promptly repaired at the expense of the homeowner.

A.3 Disturbances

No owner shall use, permit or allow his/her Unit to be used for any immoral, improper, offensive or unlawful purpose nor shall any Unit Owner permit or allow any nuisance or other activity to be conducted in any Unit which would be a source of annoyance or interfere with the peaceful possession, enjoyment and use of Condominium Property by other Unit Owners (including excessive dog barking). No Owner or occupant shall play any musical instrument, phonograph, radio, television, or sound amplifier in such a manner or volume so as to disturb or annoy any other Unit Owner or occupant. Homeowner must abide by Charleston County Ordinances pertaining to disturbances.

A.4 Exterior

Specific rules and regulations governing the exterior of the Owner's unit and limited common area are as followed:

- 1. The entrances, passages, corridors, stairways, and areas and other Common Areas or Limited Common Areas shall not be obstructed, encumbered or used for any purpose other than ingress and egress to and from the unit and other purposes for which they are intended.**
- 2. Trash containers may not be stored on the balconies or patios of units.**
- 3. No awnings or other projections shall be placed upon or attached to or hung from the exterior of any unit or any General and Limited Common Elements, without the prior written approval of the Board of Directors.**
- 4. No Owner shall install or cause to be installed window units or wall air conditioning units.**

5. No signs, advertisements, or other notices shall be inscribed or exposed on or at any window or any part of the General Common Elements without the prior written consent of the Board of Directors except "For Sale" or "For Rent" signs of not more than twelve (12) inches by twelve (12) inches and no more than one may be posted.
6. No blinds, shades, glass, jalousies, ironwork, screens, awning, panels or coverings shall be affixed or attached to the outside of the building or exterior windows, doors, balconies, decks, patios or interior doors leading onto the corridors without the previous written consent of the Board of Directors of the Association.
7. Grilling/barbecuing is absolutely prohibited upon balconies, decks or patios.
8. Lines, clothes, or clothing shall not be exposed on any part of the window, doors or balconies, decks, patios or be exposed on any part of the Common Areas or Limited Common Areas unless written permission is obtained from the Association.
9. Owner of any Unit shall, at his/her own expense, clean and repair and maintain both interior and exterior surfaces of all windows.
10. Patios and balconies must be kept in a clean and tidy manner and not overcrowded with miscellaneous items.

A.5 Playing in the Streets and Common Areas

Streets and Common Areas may not be used as play areas. For safety reasons, it is especially important that children not to operate their play equipment (scooters, bikes, skateboards, portable basketball goals, etc.) in the parking areas, hallways, elevators, or a Common Area or Limited Common Area.

A.6 Trash/Garbage/Recycling Containers

No garbage cans, supplies, bottles, or other articles shall be placed in the hallways, on the balconies, decks patios, stairways, any Common Areas or Limited Common Areas.

Common Areas and Limited Common Areas shall be kept free of rubbish, debris, garbage or unsightly material. Rubbish and garbage shall be disposed of in a manner provided for and not placed outside in the corridors, hallways, balconies, decks, patios or stairways at any time or for any reason.

A.7 Smoking

A.7.1 No smoking under covered common areas.

A.8 Unattended Items

Surf Boards, beach chairs, baby carriages, bicycles, playpens, wagons, toys, benches, chairs or other personal articles or property shall not be left unattended in public areas, lawns, sidewalks, parking areas or the Common Areas for extended periods of time or overnight so as to become offensive to other homeowners.

Unattended items left in the Common Areas or Limited Common Areas will be removed and disposed of immediately.

A.9 Vehicles

A.9.1 Parking

Automobiles and recreational vehicles (boat, trailers, golf carts, etc.) parked on the grass will be towed at the owner's expense. Vehicles not parked in the Units space assigned must park in unassigned parking spaces between buildings A and B. Guest, tenants, visitors and owners are to use one (1) parking space per vehicle. At no time shall boats, RV's, trailers, campers or other recreational vehicles (collectively, "Recreational Vehicles") or inoperable vehicles be parked on the Common or Limited Common Areas.

A.9.2 Repairs/Registration/Washing

No repair work on motor vehicles shall be allowed in the parking spaces except emergency repairs. Only legally registered and operating vehicles are permitted on the grounds. Automobiles or other allowed motor vehicles shall not be washed in assigned parking spaces. Washing may only occur in the designated area adjacent to the garbage area.

A.9.3 Liability for Damage

Owners of vehicles shall be held liable for all cost to repair damages to the Common Area caused by negligence, repair, operation or parking of a vehicle, or storage of any combustible, dangerous or otherwise hazardous material on the Common Area or Limited Common Area (regardless of the type of container).

A.10 Pets

Pets shall be maintained on or about the Property only if the Owner is granted a conditional license to maintain one (1) pet by the Association. Such a license will be granted subject to the following conditions and reservation:

- a. Acceptable Pets: Unless the Board of Directors grants a waiver of this condition, the only pets permitted on the property shall be dogs, cats, birds and fish.**
- b. It shall be the responsibility of the Owner to pay for any and all cost involved in restoring the original new condition any damage caused to the property by a pet.**
- c. An Owner shall be financially responsible for any personal injury or personal property damage caused to any Owner, tenant, guest, employee of the Association, or to any member of the public as a result of the Owner's maintenance of a pet.**
- d. Pet must be carried in arms or on a leash when taken outside of a Unit.**
- e. Pets must not be curbed near the buildings, walkways, shrubbery, planting areas or public space where children play in grass. Each Owner shall be responsible for cleaning up or removing any pet waste.**

- f. **Guest, tenants and visitors of an Owner shall not be permitted to bring any pets onto the property other than those allowed under acceptable pets.**
- g. **The Board of Directors may, upon their sole determination, revoke or terminate the above conditional license if a pet is either vicious or is annoying other Unit Owners or occupants or is otherwise a nuisance.**
- h. **Doghouses, kennels litter boxes, etc. shall not be permitted on Common Area or Limited Common Areas including patios and balconies.**
- i. **No pets are to left on a balcony, porch or patio unless supervised by an occupant of the Unit.**
- j. **Dogs shall be walked only at the specified dog walk area**
- k. **No pets shall be in the elevator unless previously approved by the board of directors**
- l. **Animal waste outside the designated pet walk area will result in a fine.**

A.11 Storage

All personal property of an Owner shall be stored in their respective Unit. No structures of a temporary character, trailers, tents, shacks, barns or other outbuildings shall be erected by any Owner or occupant on any portion of the Common Area.

A.12 Safety

Owner shall take reasonable precautions not to permit anything whatsoever to fall from his or her Unit nor shall he or she sweep or throw from the Unit or other part of the Property any dirt, cigarette butts, or other substance into/from the corridors, hallways, balconies, decks, patios or stairways at any time or for any reason.

A.13 Leasing of Units

Units may be rented according to the following provisions:

- a. **Copies of all leases shall be deposited with the Association.**
- b. **Tenants shall abide by the Association's rules and regulations and failure to do so shall result in immediate eviction of the offending tenant or tenants.**
- c. **The lease of any Unit within the Project shall contain provisions to the effect that the rights of the tenant to use and occupy the Unit shall be subject to and subordinate in all respects to the provisions of the Master Deed and the By Laws and to other reasonable rules and regulations imposed by the Association.**

A.14 Hazard

No Owner shall permit anything to be done or kept in his/her Unit or on the Condominium Property which will increase the rate of insurance or result in the cancellation thereof on the Unit and/ or the Condominium Property. Nothing shall be done or maintained in any Unit which would be in violation of any law.

Dues Process Procedure

- 1. The Board of Directors shall have the authority to assess charges against any owner for any violations of the Declaration, the Bylaws or the rules and regulations for which an Owner, or their family members, tenants, guest, or other invitees are responsible.**
- 2. Upon FIRST written notice of a violation, an Owner will have 10 days from date of letter to correct any said violation of a continuing nature. The Owner MUST notify the Association that the violation has been corrected, and a re-inspection will be conducted.**
- 3. If a violation is not corrected within 10 days, a SECOND and FINAL written notice of violation will be sent with a 10 day deadline to correct the violation- the fine amount will begin on the 11th day if the violation is not corrected. Again, the Owner must notify the Association that the violation has been corrected and a re-inspection will be conducted.**
- 4. On the 11th day after the second and final written notice of violation of a continuing nature, a ten dollar (\$10) fine will be assessed per day until notice is given by the homeowner that the violation has been corrected.**
- 5. The amount of charges so assessed shall not be less than twenty-five dollars (\$25) for a single offense or ten dollars (\$10) for an offense of a continuing nature and shall be treated as an assessment against the Owner's Unit.**
- 6. The following violations will result in automatic fines with NO letter of warning.(\$25 first infractions, \$50 second infraction and \$100 for each additional infraction)**
 - a. Grilling/barbecuing on balconies, decks or patios**
 - b. Litter/ garbage left on common areas**
 - c. Washing vehicle in undesignated washing area**
 - d. Pet not on leash**
 - e. Not removing animal waste from common area**
 - f. Pet without appropriate license and corresponding pet tag**
 - g. Unit Owner or Occupant in clubhouse or pool area without an access tag**
 - h. Unit Owner or Occupant parking without a parking permit**
 - i. Noise disturbances**
 - j. Lines, clothing, towels, etc. hanging from balconies and or stairways.**
 - k. Dirt, cigarette butts or any other substance being thrown or swept into or from any common areas or balconies.**
- 7. The following violations will result in automatic fines with NO letter of warning (\$150 per infraction)**
 - a. Operating a wheeled device (skateboard, heeies, roller blades, etc.) in the common areas (parking areas, hallways, elevators, etc.)**
 - b. Using a grocery cart in the hallways after 11:00 PM**
 - c. Damage to association property**
- 8. The following violations will be given one letter or warning before the assigned fine will be levied:**

- a. Inoperable vehicles in parking lot - \$25 per day**
- b. Expired tags on vehicle - \$25 per day**
- c. Personal items in common area - \$25 per day**
- d. Signs, advertisements, or other notices - \$25 per day**
- e. Boat or other recreational vehicle on property - \$25 per day**
- f. Taking more than one parking space per vehicle - \$25 per day**

All fines to be paid to Pelican Point Home Owners Association INC.