

THE RETREAT OF CLEMSON HORIZONTAL PROPERTY REGIME ASSOCIATION

RULES AND REGULATIONS

Whereas the Association's bylaws grant the Board of Directors exclusive management and directional powers for the operational, management, maintenance, care, control and administration of the property of the Retreat of Clemson Horizontal Property Regime (the "Act"), pursuant to the provisions of the South Carolina Code of Laws and the Master Deed of The Retreat¹.

The Rules and Regulations adopted and approved by the Board of Directors are established for the benefit of the Homeowners and other residents of THE RETREAT OF CLEMSON. We have established these Rules and Regulations to ensure a pleasant and inviting community environment for our residents and their guests. By abiding by these Rules and Regulations we expect to minimize operational cost including the expense of repairing and replacing damages to the common areas that results from misuse and other violations. It is our mission to ensure that everyone has a pleasant and safe living experience at THE RETREAT OF CLEMSON.

1. KEYS, ALARM CODES and CONTACT LIST

- a) All Homeowners shall provide keys to the MANAGER. If there is an alarm system in the Unit, the MANAGER must have a code to enter the Unit and a contact number to any outside Security Company.
- b) Homeowner shall provide the Manager with a contact list of all Residents in Unit. The list shall include names, phone numbers and emails of each Resident.
- c) The Manager shall have current contact information for each Homeowner, including name of contact person, mailing address, home and/or cell, and email address.

NOTE:

The Homeowner shall be responsible for any charges that a locksmith may bill for opening or rekeying a Unit. The Homeowner shall also be responsible for any charges that may incur due to a false alarm.

¹ The Bylaws of The Retreat of Clemson Condominium Association Article VI Section 7:

Subject to terms and conditions of the Master Deed, the Board of Directors may establish, abolish or amend reasonable rules and regulations concerning the use of the Common Elements¹. The text of such rules and regulations shall be furnished or made available to the members. The Board shall have the power, upon violation of the rules and regulations, or upon violation of the terms of the Master Deed or these Bylaws to impose monetary fines on a member which shall constitute a lien and shall be enforceable in like manner as provided for assessments or to suspend for a reasonable period of the either the member's right to the use of common facilities within the Common Elements or the member's right to vote.

2. PETS

- a) All Homeowners shall give a list of any residing pets (pet may be a dog or cat only) to the Manager. The maximum weight shall be forty (40) pounds.
- b) Pets determined in the Board's sole discretion to be dangerous or a nuisance shall not be brought onto or kept on the Condominium Property at any time.
- c) Any pet must be licensed in accordance with any applicable state or local laws or regulations. The pet must have current inoculations, and Resident shall submit records of inoculation upon request.
- d) Pets must be on a leash at all times. Pet owners are responsible for the clean-up and disposal of all pet droppings.
- e) Loud barking or other loud pet noises are prohibited and shall be considered public nuisances.
- f) All pets shall be kept indoors at all times unless under the physical control of the owner.

NOTE:

The resident bringing the animal on the property, whether the resident or a resident guest's animal, shall be liable to the Association for any and all damages to the Common areas caused by the animal.

NOTE:

After the Third violation the Pet will be evicted from the property and no longer be permitted to live or visit The Retreat, regardless of any (lease) agreement with Homeowner. The Pet must leave the property within seven (7) days.

3. PARKING

- a) Parking is restricted to passenger automobiles, exclusively. Vehicle is defined as automobile (including sports utility vehicles, pick-up trucks, motorcycles, mopeds, and similar vehicles.)
- b) One vehicle per tenant. A vehicle must be operational, properly licensed and currently tagged.
- c) Each tenant must display The Retreat parking decal. There will be a one-week (7 days) grace period at the beginning of each semester for a decal to be displayed.
- d) Each tenant must park in properly marked and designated assigned spaces.
- e) Each tenant shall be responsible for guests parking in proper guest designated spaces.
- f) No parking on grass, Common grounds, double parking, blocking fire hydrants, garage Unit driveways, etc.
- g) No parking in or blocking a garage Unit's driveway, except Unit by Units' Residents.
- h) Garage unit driveways are exclusive to the unit residents.
- i) Recreational vehicles, boats, jet skis, etc., are prohibited

NOTE:

*Towing **will** be done to any car or vehicle that is illegally parked and to any car that does not display a **RETREAT OF CLEMSON** parking decal and has a complaint filed against it. The owner of the car is responsible for all towing charges.*

NOTE:

After the Third Violation the RESIDENT will lose all parking privileges and have to relinquish The Retreat parking decal, regardless of lease agreement with Homeowner.

4. SWIMMING POOL

- a) Swimming is at your own risk.
- b) There is no lifeguard, at any time.
- c) No lifeline floats are to be removed from the pool at anytime.
- d) Tenants are responsible for their own guests.
- e) No diving, boisterous, or rough playing.
- f) No furniture may be brought into pool.
- g) No glass may be brought into pool area.
- h) No pets may be brought into pool area.

NOTE:

After the Third violation the Resident(s) will lose all privileges and use of the Swimming Pool, regardless of lease agreement with Homeowner.

5. RESTRICTED ACTIVITIES

- a) Charcoal barbeque and gas grills on porches are prohibited. Grills are provided in designated area. If using a personal grill, they may be used in these designated areas only.
- b) Nothing is to be kept in or done in a Unit that will result in the increase or cancellation of fire or hazard insurance premiums.
- c) No immoral, improper, offensive or unlawful use shall be made of any Unit or Common Area, or any part thereof, and all laws, zoning ordinances and regulations of all governmental authorities having jurisdiction over the Condominium Property shall be observed. Residents are responsible for the activity of all guests.
- d) No signs of any kind shall be displayed to the public view on or from any part of the Common Area, without the prior written consent of the Board of Directors.
- e) No noxious or offensive activities shall be carried on, nor shall any outside lighting or sound speakers or other sound producing devices be used which may be or become an unreasonable annoyance or nuisance.
- f) No radio or television antenna or satellite dish shall be attached to or hung from the exterior of any Unit, except strictly in accordance with the Rules and Regulations. (see: Antenna or Satellite Dish section below.)
- g) It is prohibited to accumulate trash, rubbish or garbage on porches, except in approved containers.
- h) Furnishing on common areas is prohibited.
- i) No clothing may hang from porches or decks for an extended period of time.
- j) Beer Kegs may not be allowed on common areas.
- k) No construction, erection, placement, or modification of anything on the outside portion of the Unit, *without the prior written consent of the Board of Directors.*
- l) Nothing on the exterior of a Unit may be painted or altered.
- m) Nothing is to be placed on the outside walls of a Unit, and no sign, awning, canopy, window air conditioning unit, shutter, or other fixture shall be affixed to or placed upon the exterior walls, balconies or roof of any building or any part thereof, *without the prior written consent of the Board of Directors.*
- n) There shall be no obstruction of the Common Areas, nor shall anything be placed, kept or stored in the Common Area, except outdoor furniture appropriate to the character and appearance of the Condominium may be utilized on the balconies and porches of their Units.

- o) Any furniture, towels, games, etc. brought out to Common Area for personal use must be brought into Unit when Homeowner or Resident leaves Common Area.
- p) Nothing shall be constructed on or planted in or removed from the Common Areas, nor shall the Common Areas in any other way be altered, *without the prior written consent of the Board of Directors.*
- q) No conducting of any business, such as: trade, garage sale, moving sale, rummage sale, or similar activity, *without the prior written consent of the Board of Directors.*
- r) No firearms or fireworks on the Common Area are permitted. The term "firearms" includes "B-B" guns, pellet guns and other firearms of all types, regardless of size.

NOTE:

All objects that are in violation will be removed and confiscated, at the cost of the Homeowner.

6. TRASH

- a) All trash bags must be tied and placed inside the dumpsters. **UNDER NO CIRCUMSTANCES** may the trash be left around the outside of the dumpsters.
- b) NO TRASH may be left on porches or decks, around the Units on the common areas.
- c) No trash is to be left in the Pool area, Bocce area or around the Barbeque area.
- d) Cigarette butts must be placed in proper receptacles. At no time may cigarette butts be left on ground around Units or in common areas.

NOTE:

The City of Clemson will fine the Association \$250 for trash left outside the dumpsters, if the specific person(s) who left trash cannot be determined. The City of Clemson has also been very methodical in finding the owner of the left out trash. This is a fine in addition to the fine the Manager will be enforcing with this rule.

7. ANTENNA OR SATELLITE DISH

- a) No radio or television antenna or satellite dish shall be attached to or hung from the exterior of any Unit.
- b) The Retreat of Clemson will follow rules adopted by the FCC covering this matter: Over-the-Air-Reception Devices ("OTARD" rules).
- c) The rules **do not** apply to **common areas** that are owned by a community association or jointly by condominium owners. Common areas include the roof or exterior walls of a unit at The Retreat of Clemson since the Association is responsible for its upkeep.
- d) An antenna that is designed to receive local television broadcast signals. Antennas used for AM/FM radio, amateur ("ham") radio, CB radio, Digital Audio Radio Services ("DARS") or antennas used as part of a hub to relay signals among multiple locations is not permitted.
- e) An antenna or satellite dish may only be placed where a Homeowner owns or has exclusive use or control. Exclusive use refers to an area of the property that only the Homeowner and people allowed by the Homeowner may enter and use. If the area is shared with others or accessible without the Homeowner's permission, it is not considered to be an exclusive use area.
- f) An approved dish is limited by size to one meter (39.37 inches) or less in diameter. A satellite is to receive direct broadcast satellite service, including direct-to-home satellite service, or to receive or transmit fixed wireless signals via satellite.
- g) Any Satellite dish or antenna may be placed on a balcony but, may not hang over the balcony.

- h) No satellite dish or antennas may be installed on common areas, such as the roof, the walkways, grass areas or the exterior walls. Restrictions on common areas are not covered by OTARD.
- i) No drilling through the exterior wall or roof is permitted.
- j) No satellite dish or antennas may hang from a window.
- k) No satellite dish or antennas be placed on a mast that is on common area.

Complaints

Any complaints regarding the Management of The Retreat, action of other Homeowners, tenants or guests of The Retreat shall be made in writing to the Board. The Board has the power to decide the matter, with or without a hearing. If the Board decides to have a hearing, not less than five (5) days written notice must be given to each party of the complaint. The notice must state the date, time and place of the hearing. The hearing shall be informal, without technical rules of evidence, and each party shall be entitled to be present and have an attorney and be heard.

1. The Board's determination shall be dispositive in the event of any disagreements

concerning violations, including without limitation, disagreements regarding the proper interpretation and effect of these Rules. In the event that any person, firm, or entity subject to these Rules, fails to abide by them, as they are interpreted by the Board, such person, firm, or entity shall be liable to be fined by the Association for each such failure to comply or other violation of these Rules.

2. The amount of such fine shall be in the sole discretion of the Board of Directors provided that it complies with any applicable law and the Declaration.

3. If the Board deems it necessary, it may bring action at law or in equity in the name of the Association to enforce these Rules, including any provision herein for fines. In the event any such action is instituted, and reduced to judgment in favor of the Association, the Association shall, in addition, be entitled to recover its costs and attorneys' fees incurred in enforcing these Rules, whether before or at trial, on appeal, in bankruptcy or in post-judgment collection.

(see: Rules and Regulations Concerning The Use of The Retreat Of Clemson Horizontal Property Regime)

ENFORCEMENT PROTOCOL AND SCHEDULE OF FINES

Please understand that any violation of any of these Rules and Regulations causes increased operating expenses, including, but not limited to, clean-up costs, increased management and labor costs, and increased utility costs.

- a) A written notice of noncompliance and violation of a stated rule or rules shall be sent to the record Homeowner (an electronic notice may constitute notice). The party or parties that are determined to be in noncompliance and violation of stated rule(s) will also receive notice by a notice being left at the Unit and/or mail (an electronic notice may constitute notice).
- b) The Homeowner will have seven (7) days to correct and/or remedy the violation and comply with the stated rule(s); and
- c) Each noncompliance that is not remedied or corrected within seven (7) days from the date of the initial notice will incur a fine of fifty (\$50) dollars.
- d) The initial fine of fifty dollars (\$50) will double every seven (7) days until corrective action is taken to remedy the violation and the violation is brought back into full compliance. Fines will double if the offense has already been committed at some point, regardless of time period that elapsed and previous occurrence of offense has been redeemed.
- e) The maximum fine for any single notice of noncompliance and violation of a rule(s) is \$400. There is no limit to the number of fines that may be imposed for noncompliance and violation of a stated rule(s).

NOTE:

The above Rules and Regulations are not intended to limit or modify the Rules and Regulations concerning the use of The Retreat of Clemson Horizontal Property Regime and/or the Rules and Regulations contained in the Master Deed.

THE RETREAT OF CLEMSON
HORIZONTAL PROPERTY REGIME ASSOCIATION

RULE AND REGULATIONS
TENANT / RESIDENT ACKNOWLEDGEMENT
AND
SIGNATURE PAGE

We the undersigned, residing in Unit _____, hereby acknowledge that:

- A. We have read and understand the above stated RULES and REGULATIONS of THE RETREAT.*
- B. We agree to abide by the above stated RULES and REGULATIONS of THE RETREAT of Clemson.*

Print Name

Signature

Date

1. _____

2. _____

3. _____

4. _____