Carolina Willows Rules and Regulations

Condominium living is a new experience for many of us and requires an understanding of its operation. With everyone's cooperation, all may enjoy the advantage of condominium living.

In order to create a congenial and dignified residential atmosphere, the Board of Directors have adopted these Rules and Regulations for all owner(s), tenants, their families and guests. In general, the Rules are not original, but are the result of our experience and the experiences of other condominium communities. Overall, the unit owner is responsible for all actions of said family, guests, renters, etc.

Questions must be submitted to the property management company in writing. The property management company will make every attempt to resolve questions. If the property management company cannot resolve the issue, the issue will be forwarded to the Board of Directors for resolution.

PURPOSE OF THIS POLICY

To establish a standard for enforcing rules, documenting violations and assessment of fines as outlined in the association by laws; the Carolina Willows Board of Directors will have the right to change or remove rules from time to time for the personal safety and protection of the physical and financial investment of the property.

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Section 1 - Violation Categories:

Damage / Missing Screens: repair or replace

Damage / Missing Blinds: repair or replace

Damage / Broken Windows / Doors: repair or replace

Improper Blind / Curtain Color: All blinds and curtains must be white to the exterior.

Improper Storage: Porches are not to be used as storage areas. For safety reasons, common areas and stairs are to be kept clear of personal items. Clotheslines are not permitted. Seasonal approved décor on doors i.e. Christmas decorations may be placed 30 days before the holiday and must be removed 10 days after the holiday. No furniture outside the front common area overnight. You can place a welcome mat, a small plant container (no bigger than 24") or decoration in front of your corner area by your front door.

Pets: Tenants are not permitted pets of any kind. Owner(s) may have up to two (2) dogs per unit. Permitted pets are not allowed for breeding or maintained for any commercial purpose. All pets will be kept on a leash at all times when outside of the unit. Pet owner(s) are required to pick up after their pets. Service dogs must follow the protocol for well-behaved dogs including but not limited to always on leash, non-aggressive, picked up after, no excessive barking, etc. If violations occur, fines may be levied and risk additional action by the board. Eviction of animal and/or tenant may result.

Fire Code Violations: Grills of any type (charcoal, electric or gas) are not permitted on the property. Outside burning (fire pits, etc.) is prohibited as defined in the Horry County Fire Code. Flammable products (gasoline cans or containers, paint thinners, etc) shall not be stored within the units or storage areas. Fireworks are strictly prohibited. Grills are provided as a courtesy in the common areas. NO motorized or gas vehicles may be stored in any of the units or storage area.

Improper Trash / Disposal: Residents must dispose of household trash in tied garbage bags and placed in the dumpster. Bulk items (i.e. furniture, large appliances, mattresses, etc.) cannot be placed in the dumpster or within the dumpster area. Any cardboard disposed of must be broke down or taken to the Recycling Center. These items are considered a health and safety hazard and as such an immediate fine will be added to the owner(s) account. It is the owner(s) responsibility to dispose of those items properly. **Bulk item removal is an expense of the HOA and the HOA will recover reimbursement from the owners for any violations. Contact Horry County Waste Management for details and locations. A recycling center is located behind the Fire Station on International Drive. SEE FINES. For a list of additional improper items, SEE Appendix 1.

Water Activities: Fishing, swimming, paddle boarding, or boating in ponds is not allowed at any time.

Unit Restrictions: All units will be, and the same are hereby restricted exclusively, for residential use, provided, however, a unit may be used as a combined residence and office by the owner(s) hereof so long as such use does not interfere with the right to quiet enjoyment by other owner(s) and does not include visitation by clients, or unreasonable levels of mail, shipping, storage or trash requirements. No immoral, improper, offensive or unlawful use will be made of any unit and no use or condition will be permitted which is a source of unreasonable noise or interference with

the peaceful possession and quiet enjoyment of any other portion of the project by other owner(s) or lessees of owner(s), their families, invitees and guests. All units will be kept in a clean and sanitary condition and no rubbish, refuse or garbage will be allowed to accumulate. No fire hazard will be allowed to exist and no use or condition will be permitted which will increase any rate of insurance related to the project. In addition, all owner(s) and lessees of owner(s), their families, invitees and guests will abide by all Rules and Regulations in effect from time to time governing the use of units.

Pool Use: The hours of operation are from 9 AM to 10 PM. The pool is accessed using the swipe card. The lending or borrowing of someone's pool pass is considered unauthorized use and will result in the loss of pool privileges for the season.

Children 16 years of age and younger must be accompanied by a Parent or Legal Guardian.

Smoking is prohibited within the pool area. Persons must be at least 25' (feet) from the fenced in area while smoking.

Pool furniture must remain in the pool area. The **Pool Gate shall not be propped open at any time**. If anyone is observed propping the gate open, they will lose pool privileges for the season. Unauthorized access (climbing over the fence, or through, etc.) is prohibited. Glass items (bottles, etc.) are not permitted in the pool area. There is no throwing of toys in the pool area for safety reasons. (football, frisbees, etc.)

NO PETS are allowed in the Pool Area. This constitutes two (2) violations – both pool and pet rules and will be fined separately.

The use of radios, CD players, and portable music devices are allowed, but we recommend the use of headphones. If any person in the community requests the volume of such device be lowered, that request must be accommodated as every owner and tenant have the right to peaceful enjoyment.

Children in diapers are not allowed in the pool, but swim diapers are permitted. Residents, tenants and their guests are cautioned that the use of the pool, its equipment and facilities are at their own risk. There are no lifeguards on duty.

Pool safety and cleaning equipment are for authorized persons only. Loss of pool pass for the season if violated.

Noise: Including but not limited to televisions, stereos, radios and musical instruments should be used with discretion as not to disturb other residents. Occupants have a right to the quiet enjoyment of their community at all hours of the day and night. Excessive noise of any type after 10 pm and before 8 am is prohibited and a violation of the local noise ordinance.

Vehicles / Parking: All vehicles must be maintained in good running condition. All vehicles must be properly licensed and the Carolina Willows parking permit displayed at all times. All vehicles must be furnished with current license plate tags. Trailers, campers, motor homes, jet skis, boats, golf carts and trucks (excluding pickups) are prohibited. All vehicles must be parked in between the lines of one parking space. There is no storage of vehicles unless prior authorization. Vehicles found in violation of the aforementioned will be subject to being towed immediately from the property at the vehicle owner(s) expense.

Parking permits are required on all vehicles parked on the property. Only handicap parking is permitted in the marked areas and enforced by State Law and the Horry County Police Department. A proper Handicap Permit or license plate must be displayed. In order to ensure accessibility to each unit, only one (1) vehicle may be parked in front of each unit. Any additional vehicles including guests must park in the overflow areas across from each unit. Three (3) permits will be issued per unit.

There is absolutely no washing of vehicles in the community. Violators will be fined.

Entryway: No stopping, standing, or parking of vehicles in the entrance or exit area to the community. Violators will be fined.

Owner(s) may apply for a parking permit for one (1) motorcycle per unit. Parking permits may be purchased from the property management company for \$25. Permits are to be affixed to the handlebars. All motorcycles are required to use kickstand pads. Tenants are not permitted to have motorcycles on the property. No loud exhaust noise is allowed.

Alterations: No structural alterations may be performed without prior written consent of the Board of Directors.

Yard Sales / Signs: Yard Sales are prohibited. Display of any signs other than those authorized by the Board of Directors or the property management company are prohibited.

Wildlife / Ponds: Any and all wildlife on the property shall be left to themselves. Feeding, picking up, maiming, killing, etc. of any wildlife on the property including the ponds will not be tolerated and fines will apply for any violation of such. Unauthorized persons or pets are not allowed in the ponds or tamper with the equipment, etc.

Section 2 - Fines:

Fines may be imposed at the discretion of the Board of Directors upon an owner(s) for failure of the owner(s), their family, guests, lessees or employees to comply with any covenant restriction, rule or regulation provided the following procedures are adhered to:

A warning letter giving the unit owner(s) fourteen (14) days to correct the violation or requesting a hearing before the Board of Directors on the violation. The request for hearing shall be submitted in writing to the Association or the property management company, and received by the Association within fourteen (14) days of the date of the warning letter. Letter will be emailed and/or mailed through the United States Postal Service.

- The non-compliance shall be presented to the Board of Directors in writing after which the Board of Directors may hear reasons why penalties should not be imposed. A written decision of the Board of Directors shall be submitted to the owner(s) no later than twentyone (21) days after the Board of Directors meeting.
- ➤ A letter to the owner(s) advising the violation was not corrected within fourteen (14) days, a \$100 fine will be assessed to the owner(s) account.
- ➤ A letter to the owner(s) advising the violation was not corrected within twenty-one (21) days, a \$150 fine will be assessed to the owner(s) account.
- > A letter to the owner(s) advising the violation was not corrected within thirty (30) days, a \$300 fine will be assessed to the owner(s) account.

Health / Safety Fines: IMMEDIATE fines for violations related to health and safety, or equipment i.e. electrical boxes, cable boxes, pond equipment, etc. Those fines start at \$100 (first offense); \$150 (second offense); \$300 (third offense). Any additional costs associated with equipment repairs or replacement will be added to the above fines. If offenses are of a drug or abuse type, the Board of Directors and property management company have the right to evict. All subsequent violations will incur a \$300 fine.

Any violation not corrected within the allotted time period, a letter to the owner(s) stating the matter will be turned over to the Association Attorney for the filing of a Claim of Lien and Foreclosure against the property.

Fines will be collectable in the same manner as any other assessment for common expenses. Fines will be a personal obligation of the unit owner(s) and shall constitute a lien against the affected unit. The Association shall have the right to enforce such obligations and liens through the institution of a damages suit or foreclosure action, or both. In addition to any fine or unpaid assessment, the Association shall be entitled to recover all costs of collection, including reasonable attorney fees and court costs.

Payments can be made payable to the Carolina Willows HOA and remitted to the current property management company.

Section 3 – Corrective Action:

To avoid fines, the owner(s) should take corrective action immediately. If unable, the owner(s) should contact the property management company to inform them of the circumstances and when corrective action will be taken. It is the owner(s) responsibility to notify the property management company when the violation has been corrected.

Section 4 – Access to Units:

The Association has the irrevocable right to have reasonable access to each unit for pest control, maintenance, emergency repairs, excessive storage, neglect, safety issues, etc. Each owner(s) is required to provide the property management company with a working key and or security code in order to facilitate any required access. Failure to provide access will result in a violation and fine.

Pest Control: This is a **mandatory not optional amenity**. Refusal of access, due to non-working keys, codes, etc. is a violation and will be charged as such.

Section 5 - Board of Directors Approval of Lease/Rental Contract Form:

As stated by the Master Deed for the Carolina Willows:

ALL LEASES SHALL RESTRICT OCCUPANCY TO NO MORE THAN FIVE (5) PERSONS.

The Board of Directors has the right to approve the form of all lease and rental contracts. Occupancy by a tenant under any lease or rental contract is subject to continuing approval of the Board of Directors which may be withdrawn at any time for violations. The Board of Directors shall notify the owner(s) to request compliance. If such compliance is not forthcoming in a timely manner, the Board of Directors may fine the owner(s) or pursue other remedies including a covenant enforcement action available under this document. Owner(s) MUST provide the property management company with a copy of any lease or rental contract to be kept on file with the property management company.

Appendix 1:

The following list of items have been deemed hazardous by the Horry County Solid Waste Authority effective July 1, 2011. Fines will be added to the owner(s)s account if found in violation of placing any of the listed items in the dumpsters at Carolina Willows.

- Any waste that has been contaminated by Petroleum Products.
- Absorbent (vermiculite), paper towels, rags, concrete, pipes, containers, soil, filters (oil, etc), storage tanks, mechanical/machine parts, tar sealant material.
- Any waste that has been contaminated by Polychlorinated Biphenyls (PCB's).
- Any waste that has come in contact with liquid containing PCB's electrical components (TV, computers, etc) lighting ballasts, capacitors, transformers, fluorescent bulbs, compact bulbs, etc.
- Any waste has been contaminated by Organic Chemicals or Solvents (industrial plants, chemical plants, laboratories, construction sites, etc).
- Absorbent mechanical machine parts (valves, etc) adhesives, paint thinner, caulking, flooring (wood, carpet, etc), tar, glazing, compound and vats.
- Any waste that has been contaminated by Preservatives. (Pentachlorophenol & creosote): Containers, railroad ties, mechanical parts used in manufacturing processes, soil, filters, utility poles.
- Any waste that has been contaminated by Pesticides/Herbicides. Concrete, pallets and crates, containers (packaging), soil, equipment used for application, vats.

President, Board of Directors

Secretary, Board of Directors

Treasurer, Board of Directors

Vice President, Board of Directors

Member at Large, Board of Directors

Dated - Aug. G. 2024 Train Bell