

**Townes at Cardinal Creek Homeowners Association, Inc.
Rules and Regulations – effective January 1, 2021**

INTRODUCTION

Certain Rules and Regulations help create a harmonious and attractive community and promote and safeguard the enjoyment, health, comfort, safety, convenience, and welfare of all residents, both unit owners and non-owner occupants. The Board of Directors has adopted these Rules and Regulations pursuant to the Bylaws of the Association, in addition to, and sometimes a reiteration of, certain agreements and regulations included in the Declaration of Covenants, Conditions, and Restrictions, including any and all amendments and supplements thereto (hereafter referred to as "the Declaration") and in the Bylaws. The Board of Directors believes these Rules and Regulations are simple to understand and reasonable for all to live with and enjoy their homes. All unit owners, non-owner occupants, and guests shall comply with these Rules and Regulations.

ASSESSMENT OF FEES (See also Declaration, Article V, and see also Bylaws, Article 10.)

1. The Board of Directors sets the annual assessment fee based on the common expenses. The current monthly assessment is \$125.00, and it is payable on the first day of each month.
2. A late fee of \$15.00 or 15%, whichever is greater, will be added to the assessment fee if it is not paid within thirty (30) days of the due date or the transfer of ownership (please see #3, immediately below). In addition, if a payment has not been received within thirty (30) days after its due date, the assessment fee shall bear interest from the due date at the rate of 12% per annum.
3. The sale or legal transfer of ownership of a unit will incur a Transfer Assessment Fee of \$50.00. It is the responsibility of the buyer(s) to pay that fee. Payment must be received within fifteen (15) days of the sale or legal transfer of ownership. If payment is delinquent, please see #2 above for late fee and interest penalties.

NOISE

1. No resident shall make or permit any noise that will disturb or annoy the occupants of any of the units or do or permit anything to be done which will interfere with the rights, comfort, or convenience of other residents.
2. Each owner is responsible for the behavior of his or her guest(s), lessees, and the lessees' guests.
3. No loud music, bass vibratory sound, or excessive noise that can be heard in an adjacent unit or Common Area is permitted.
4. Excessive noise from sound amplifying devices in motor vehicles that can be heard from inside a unit or in the Common Areas is not permitted.
5. Music lessons or playing musical instruments should be done with consideration for those who are within hearing distance.
6. No work resulting in noise (e.g., drilling, sawing, hammering, and the like) shall be allowed in any unit, except between 8:00 a.m. and 9:00 p.m.

TRASH AND GARBAGE (See also Declaration, Article IX, Section 15.)

1. Trash removal is paid for by the Association. Trash cans belong to the Association and therefore must remain in the property in the event the owner or non-owner occupant moves from the community.
2. Trash is picked up on Tuesday each week unless Tuesday falls on a holiday, in which case trash will be picked up on the next working day. Trash cans should be at the roadside no later than 7:00 a.m.
3. Trash cans must be stored out of sight at all times (inside the garage or in the back of the townhome). Trash cans can only be in front of townhomes from 7:00 p.m. the day prior to trash service until 7:00 p.m. the day of trash service.
4. Disposal of large objects such as carpet, appliances and appliance boxes, Christmas trees, and such is the responsibility of the resident.
5. All parts of the property shall be kept in a clean and sanitary condition. No rubbish, refuse, or garbage shall be allowed to accumulate nor any fire hazard to exist. Trash may not be left in or on Common Areas.

PARKING AND DRIVING (See also Declaration, Article III, Section 3 and Article IX, Section 6.)

1. The covenants prohibit all street parking, but temporary street parking due to brief or urgent needs is allowed except between midnight and 8:00 a.m., during which time no vehicle may be parked on the street. Upon violation, the vehicle is subject to be towed at the owner's expense.
2. Residents are entitled to parking spaces in their garages and driveways.
3. A resident's guest may park in the resident's parking spaces if there is room. If not, the visitor must park in the four parking spaces at the intersection of Fairchild/Christiane/Awendaw or along Awendaw. Guests must take care to park within lined spaces and not use more than one space per vehicle.
4. No parking is allowed on the grass in the front yard, side yard, or back yard of any unit, or on the Common Areas. Upon violation, the vehicle is subject to be towed at the owner's expense.
5. Owners, non-owner residents, and visitors may not park vehicles wholly or partially on the grass. (This rule particularly refers to vehicles with two or three wheels on the driveway or street and one or two wheels on the grass.) Owners, non-owner residents, and visitors who violate this rule will be fined pursuant to the **MONETARY PENALTIES FOR VIOLATIONS** as outlined below.
6. If a vehicle is in another resident's assigned space or is blocking a properly parked vehicle, the blocked party may tow the vehicle without notification at the vehicle owner's expense.
7. There are four marked "no parking" zones throughout the community designated as emergency turn-arounds. Vehicles parked in these "no parking" zones or any unauthorized spaces or non-parking areas will be towed at the owner's expense.
8. The maximum speed in the Townes at Cardinal Creek neighborhood is 15 miles per hour.
9. No cars, trucks, motorbikes, motorcycles, or other powered vehicles shall be driven on or parked on the walking trail, owners' or non-owner occupants' lawns, or the Common Areas within the community.
10. Vehicles in disrepair, vehicles without current registration and license tags, or abandoned automobiles are prohibited and will be towed. Such a vehicle may be kept in a resident's garage, but it may not be kept on his or her driveway or on any street or parking area within the community.
11. Vehicles being repaired out of doors must have work completed within 24 hours. No mechanical work on vehicles is permitted in the Common Areas.
12. Vehicles which leak excessive fluids should be removed or repaired. Damage to surfaces from such leakage will be assessed against the owner of the vehicle or the appropriate homeowner. If there is excessive leakage or damage to an owner's or non-owner occupant's driveway, the Association, after alerting the owner, has the right to clean and/or repair the driveway at the owner's expense.
13. Hale's Roadside Service is responsible for towing in the Townes at Cardinal Creek. Owners may contact Hale's at (864) 271-9003 to make arrangements to pick up towed vehicles at the owners' expense. (Signs in the community also provide the contact information for Hale's.)

PETS (See also Declaration, Article IX, Section 8.)

1. No animals shall be kept, maintained, or quartered on any lot in the community except that cats, dogs, rabbits, hamsters, or caged birds may be kept in reasonable numbers as pets for the pleasure of owners or non-owner occupants so long as said animals do not constitute a nuisance and menace to the neighborhood. If any pet proves objectionable because of noise or actions of an offensive nature, the Board of Directors may require the owner to remove it from the property.
2. The owner or non-owner occupant shall indemnify the Association and the Board of Directors and hold them individually and collectively harmless against any loss or liability of any kind or character whatsoever arising from or growing out of having any animal in the community.
3. Pets on common property shall be under the direct and absolute control of the owner at all times. Pets must be kept on a leash at all times when outside. Owners, non-owner residents, and visitors who violate this rule will be fined pursuant to the **MONETARY PENALTIES FOR VIOLATIONS** as outlined below.
4. Pet owners are charged with the responsibility of ensuring that their pets attend to their natural needs in areas away from other units' patios, entranceways, walks, driveways, or maintained lawns. The pet owner is responsible for *immediately* cleaning the fouled area. Owners, non-owner residents, and visitors who violate this rule will be fined pursuant to the **MONETARY PENALTIES FOR VIOLATIONS** as outlined below.

SALE OR LEASE OF UNIT

1. A townhome may not be leased during the first year after an owner takes title to such townhome unless such restriction causes undue hardship to the affected owner. In such a case, the owner may apply to the Board of Directors for a waiver of this restriction, which may be granted or disapproved in the sole discretion of the Board of Directors.
2. If an owner leases to anyone, the owner shall require that the lessee understands and adheres to the Declaration, the Bylaws, the Rules and Regulations of the Townes at Cardinal Creek, and any amendments to any and all aforementioned documents.
3. A sale or lease of a unit is subject to the provisions of the Declaration, the Bylaws, and the Rules and Regulations. All lease agreements must contain the following language: "The terms of this lease agreement shall be subject in all respects to the provisions of the Declaration, the Bylaws, and the Rules and Regulations of the Townes at Cardinal Creek HOA, copies of the same having been received by the undersigned tenant/lessee."
4. The seller shall provide the buyer copies of the Declaration and the Rules and Regulations.
5. Residences may be leased or sold for residential purposes only.
6. A pending sale of a residence must be reported to the Association Manager ten (10) days prior to the anticipated closing of such sale.
7. All purchase and sales contracts shall provide for the proration of the assessment of monthly dues and any special assessments as of the date of closing. All purchase and sales contracts shall also provide that any late fees, fines, and interest owed are also paid.
8. The owner shall provide, within ten (10) days of the commencement of a new lease, the Association Manager a copy of the lease and contact information for all adults living in the home. If the owner does not provide the Association Manager a copy of the lease and contact information within ten (10) days, the owner will be assessed a fine of \$50.00. The owner will be charged an additional \$50.00 for each additional period of ten (10) days or part thereof during which the Association Manager does not have a copy of the lease and contact information for all adults living in the home.

LANDSCAPING AND CHANGES TO PROPERTY

1. The Association maintains the landscaping of the units and the Common Areas.
2. Residents may plant flowers (annuals or perennials) in *front* and *side* beds not to exceed 48 inches in height and not to exceed reasonable width. The same applies to *rear* beds within reasonable height.
3. Trees may not be planted anywhere without prior written approval of the Board of Directors.
4. Any vines or vine-like vegetation may be planted in rear beds if planted with trellises.
5. Vegetation planted that creates a risk of damaging fencing, siding, or any other exterior maintained by the Association will be removed by the Association's landscape contractor at the owner's expense.
6. The Association will not maintain any area on a lot that is fenced in *and closed* by a resident.
7. Anything that is not properly maintained will be removed by the Association's landscape contractor at the owner's expense.
8. An owner and/or non-owner occupant must submit a Property Improvement Request for any changes to the outside of the unit, including, but not limited to, fencing, driveways, and patios.
9. Additionally, clothing, clotheslines, bedding, rugs, mops, buckets, appliances, indoor furniture, or other similar items shall not be placed or stored outside the residence. Only appropriate outdoor items, *e.g.*, patio furniture or grills, may be kept on patios attached to the units.
10. Finally, owners and non-owner occupants may not install solar panels anywhere on the property, including, but not limited to, the roof of any unit.

SATELLITE DISHES

1. The Association must approve satellite dishes *prior* to the date of installation.
2. Satellite dishes may not be mounted on the rooves. The owner will be responsible for replacing damaged shingles caused by the violation at his or her own cost within thirty (30) days of the notice.
3. Satellite dishes are not allowed on the front or sides of townhomes or where they are visible from the street.

COMPLAINTS

Complaints regarding the management of the units and grounds or regarding actions of other residents shall be made in writing with some evidence to the Board of Directors. This may be done most efficiently by contacting the Association Manager.

VIOLATIONS OF RULES AND REGULATIONS

1. All exceptions to the Rules and Regulations must be approved by the Board of Directors upon written request by the resident. Any consent or approval given by the Board of Directors shall be revocable at any time.
2. Ignorance of the rules does not excuse anyone from breaking them. The Board of Directors can assess monetary penalties on a homeowner based on his or her actions or the actions of his or her family, tenant(s), guest(s), and invitee(s) who does not comply with the Declaration and the Rules and Regulations.
3. If the infraction is in a Common Area after written notification, the owner will have up to ten (10) days to correct the infraction, after which time the infraction will be removed or corrected at the expense of the owner.
4. If a violation occurs which imposes a financial obligation on the Association, then the party responsible for said violation shall reimburse, by the way of a Reimbursement Assessment, the Association for this financial obligation.
5. If payment of the penalty has not been received within thirty (30) days after its due date, the fine shall bear interest from the due date at the rate of 12% per annum.
6. The Board of Directors, in its sole discretion, shall resolve situations not covered by these Rules and Regulations.

MONETARY PENALTIES FOR VIOLATIONS

First Violation: The Association Manager will send a formal written notice of the violation.

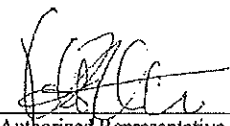
Second Violation: If there is a second violation within one year of the initial infraction, the Association will assess a monetary penalty in the amount of \$25.00.

Third Violation: If there is a third violation within one year of the initial infraction, the Association will assess an additional monetary penalty in the amount of \$50.00.

Fourth Violation: If there is a fourth violation within one year of the initial infraction, the Association will assess an additional monetary penalty in the amount of \$75.00.

For fifth and subsequent violations within one year of the initial infraction, the Association will assess an additional monetary penalty in the amount of \$100.00 for the fifth and each additional infraction.

Filed this 15th day of December, 2020


Authorized Representative
Kate Watters

Please note: These Rules and Regulations may be added to, amended, or repealed at any time by a majority vote of the Board of Directors, provided copies are distributed to owners within two (2) weeks of amendment or repeal. The Board of Directors, at its discretion, may distribute said copies by any means deemed reasonable by the Board. The Board of Directors voted on and approved these amended Rules and Regulations on December 13, 2020, and these amended Rules and Regulations are in effect as of January 1, 2021.