

RULES AND REGULATIONS FOR RESIDENTIAL UNITS

PALMETTO SQUARE

Effective September 1, 2020

In order to create a congenial, pleasant, safe, and dignified living atmosphere that is respectful of all Residential and Commercial Occupants of Units, these Rules and Regulations have been adopted. These Rules and Regulations apply to all residents, guests, agents, invitees, and contractors.

1) RESIDENTIAL AND BUSINESS USAGE.

a) Single Family Residential Use and Occupancy Limits. Units shall be utilized for single family residential family purposes only. Tenants shall adhere to HUD's Occupancy Code of 2 people per bedroom. Therefore, the following limits apply for occupancy of a Unit:

- i) A maximum of X people may reside in a Studio Unit.
- ii) A maximum of 2 people may reside in a 1-bedroom Unit.
- iii) A maximum of 4 people may reside in a 2-bedroom Unit.

The Association will notify a tenant in writing if a Tenant's Unit exceeds authorized occupancy levels, and the Tenant will have 10 days to correct the violation. Additionally, the Association will assess an initial fine of \$100 against the Tenant of any Unit exceeding authorized occupancy levels. Thereafter, the Association will assess a fine of \$50 per week against the Tenant of such Unit until proof is provided to the Association that the Unit is once again within occupancy limits. If a Tenant refuses to comply, the Association will take legal action against the Tenant of the Unit. The Tenant's Unit will be billed, as a special assessment, for any legal costs the Association incurs.

b) At-Home Businesses/Usage.

- i) Private business may be conducted in a Unit to the extent allowed by applicable zoning laws.
- ii) Home offices may be operated in a Unit so long as the business does not generate frequent visits by clients or business associates to the Property, or unduly contribute to parking, traffic, telecommunications or security problems for the Property, all in the sole discretion of the Association.
- iii) No exterior signage or advertising of any Residential Unit as a place of business is permitted.
- iv) No in-home childcare/daycare/babysitting businesses may be operated in a Unit or on the Property. Such businesses are considered in-home childcare businesses when money or goods are paid for the care of a minor in the Unit or on the Property.
- v) The Association will notify a Tenant in writing if a Tenant's Unit is used for unauthorized or disruptive business, and the Tenant will have 48 hours to correct the violation. Additionally, the Association will assess an initial fine of \$200 to the Tenant of any Unit used for unauthorized or disruptive business. Thereafter, the Association will assess a fine of a \$25 per day against the Tenant of such Unit until proof is provided to the Association that such business is no longer occurring on the Property.

2) **TENANT AND TENANT RESPONSIBLE FOR CONDUCT OF OTHERS IN UNIT.** Each Unit Tenant shall be deemed responsible to the Association for the results of the actions or omissions of Occupants of the Unit and their agents, invitees, and guests, while on the Property, but the responsibility of the Unit Tenant shall not relieve any Occupant of the Unit or their agents, invitees, or guests from any liability to the Association or **any** other Person for their acts.

3) **WEAPONS.** Because of the danger to persons and property, the brandishing or displaying of any weapon at any time on the Property is prohibited, except by law enforcement. The following also are prohibited:

- a) Slingshots, BB guns, pellet guns, air guns;
- b) Archery items;
- c) Throwing of bark, stones, rocks, bottles, cans or other items or projectiles that could injure or endanger other individuals or property.

4) **PETS.**

Only Service animals are permitted. However, an official letter from a physician declaring a need for the service animal as well as proper documentation verifying that the animal has been trained as a service animal will be required.

5) **NON-SMOKING AREAS AND SMOKING AREAS.** Smoking is not permitted inside any building at Palmetto Square, nor is it permitted within 15 feet of any building. Occupants are responsible for properly disposing of smoking materials in ashtrays or waste receptacles.

6) **OFFENSIVE ACTIVITIES.**

- a) Residents are responsible at all times for the reasonable conduct of themselves, and guests.
- b) Speakers, horns, whistles, bells, or other devices that emit sounds that are clearly audible in other Units or the Common Elements are prohibited (except for Security and Cue alarm devices or other devices expressly approved in writing by the Board of Directors). Unusually bright, flashing or pulsating lights that are visible from another Unit or the Common Elements (other than Limited Common Elements serving only the Unit in which they are located) also are prohibited.

c) **Noise Rules:** Respect for neighbors' rights to peace and quiet is essential. Any violation of the following

Noise Rules will be subject to the imposition of a notice, hearing and a fine:

- i) **Noise Volumes:** The volume of radio, stereo sets, television, musical instruments, audio devices, parties, children playing and conversations must be maintained at a reasonable level at all times so other Occupants are not disturbed. The Association shall impose the following penalties for violations:

First Offense: Warning;

Second Offense: \$50 fine;

Third Offense: \$75 fine;

Fourth Offense: \$100 fine;

Fifth Offense and Additional Offenses: \$200 fine, and the Board of Directors will require that the tenant be evicted for violation of the Rules and Regulations.

- ii) Loud or boisterous conduct anywhere on the Property, including in the Unit, which disturbs the comfort and quiet enjoyment of others is prohibited. The Association shall impose the following

penalties for violations:

First Offense: Warning;

Second Offense: \$50 fine;

Third Offense: \$75 fine;

Fourth Offense: \$100 fine;

Fifth Offense and Additional Offenses: \$200 fine, and the Board of Directors will require that the tenant be evicted for violation of the Rules and Regulations.

- iii) **Outside Quiet Hours:** From sunset to sunrise, the volume outside Units must be significantly reduced to avoid disturbing Occupants. The Association shall impose the following penalties for violations:

First Offense: Warning;

Second Offense: \$50 fine;

Third Offense: \$75 fine;

Fourth Offense: \$100 fine;

Fifth Offense and Additional Offenses: \$200 fine, and the Board of Directors will require that the tenant be evicted for violation of the Rules and Regulations.

- iv) **Curfew for Minors:** No one under sixteen (16) years of age shall be allowed in the Common Elements from 8:00 PM to 7:00 AM, unless accompanied by an adult Owner or Occupant. No person age sixteen (16) or seventeen (17) years of age may be in in the Common Elements from 10:00 PM to 7:00 AM, unless accompanied by an adult Owner or Occupant, or unless briefly walking a pet or walking from their vehicle to their Unit.
- v) **Speakers and Floor Supported Musical Instruments:** Speakers and floor-supported musical instruments (e.g., pianos and organs) or other equipment must be properly insulated from direct contact with floors and walls in order to minimize vibrations.
- vi) **Vehicle Audio Systems:** **Vehicle Audio Systems must be turned down prior to entering Palmetto Square.** This is in effort to protect our neighbors as well as Occupants on the Property. The Association shall impose the following penalties for violations:

First Offense: \$100 Fine, NO WARNING;

Second Offense \$150 Fine;

Third Offense \$200 Fine;

Fourth Offense: \$250 Fine;

Fifth Offense and Additional Offenses: \$250 fine, and the Board of Directors will require that the tenant be evicted for violation of the Rules and Regulations.

Note: Owners and Occupants are responsible for the volumes of their guests audio systems.

- d) **Loitering:** For the safety of Occupants, loitering is not permitted on the Property, including, without limitation, in the breezeways, on stairwells, sidewalks or in parking lots at any time night or day. The Association shall impose the following penalties for violations: **First Offense:** Warning;
- Second Offense:** \$50 fine;
- Third Offense:** \$75 fine;
- Fourth Offense:** \$100 fine;
- Fifth Offense and Additional Offenses:** \$200 fine, and the Board of Directors will require that the tenant be evicted for violation of the Rules and Regulations.

- e) **Littering:** The Association requires each Tenant and Tenant's participation and assistance to

maintain the Property. Occupants must assist the Board by ensuring that neither Occupants, nor their children or their guests litter anywhere on the Property. Littering is subject to the imposition of a notice, hearing and fine. Throwing down cigarette butts is considered littering. The Association shall impose the following penalties for violations:

First Offense: \$100, NO WARNING;

Second Offense \$150 Fine;

Third Offense \$200 Fine;

Fourth Offense: \$250 Fine;

Fifth Offense and Additional Offenses: \$250 fine, and the Board of Directors will require that the tenant be evicted for violation of the Rules and Regulations.

7) SIGNS

Unless otherwise expressly permitted in writing by the Board of Directors or Management Agent, an Occupant shall place no sign, advertisement, or notice on the Property other than inside a Unit. The sign may not be visible from outside a Unit.

8) ANTENNAS AND TELECOMMUNICATIONS EQUIPMENT.

No television, radio or other telecommunications antenna, aerial, component or dish shall be erected on property.

9) APPROVAL OF MODIFICATIONS

Unless otherwise expressly permitted in writing by the Board of Directors (or its authorized designee, such as an architectural review committee), no painting, decoration, attachment to, or modification of a Unit, that would be visible from any other Unit.

10) TRASH.

Household trash and other waste shall be taken to the trash dumpsters designated for residential tenants of Palmetto Square. Bagged garbage and boxes are permitted. Household furniture and large items are not permitted.

a) Household garbage shall not be placed in trashcans around the Property.

b) Trash bags shall not be stored on vehicles in anticipation of going to the dumpsters.

c) Trash is not to be stored in breezeways or on patios.

The Association shall impose the following penalties against the Tenant of a Unit for violations of this Section:

First Offense: \$100, Warning;

Second Offense: \$150 fine;

Third Offense: \$200 fine;

Fourth Offense: \$250 fine;

Fifth Offense and Additional Offenses: \$250 fine, and the Board of Directors will require that the tenant be evicted for violation of the Rules and Regulations.

11) VEHICLES, VEHICLE ACCESS TO THE PROPERTY, AND PARKING.

a) Vehicle Access and Parking:

- i) No motorcycle or vehicle shall enter the Property or be operated or parked on the Property unless the vehicle is properly registered, licensed for street use, insured pursuant to South Carolina law, and equipped with appropriate noise muffling equipment so that the operation of same does not create an unreasonable annoyances to Occupants.
 - ii) No motorcycle or vehicle may be operated on the Property unless operated by a driver licensed and recognized in the United States of America.
 - iii) No go cart, all-terrain vehicle, or similar vehicle may be operated on the Property.
 - iv) No mobile home, trailer, boat, house trailer, camper, motor vehicle with sleeping facilities, bus, truck over one (1) ton capacity, or commercial vehicle over one (1) ton capacity shall be parked or stored on the Property.
 - v) Emergency vehicles shall be permitted on the Property at any time when reasonably required.
 - vi) All vehicles must be parked in designated parking spaces Vehicles may not be parked on grassed areas, unless expressly permitted by the Board of Directors
 - vii) Only one (1) vehicle shall be parked in a parking space.
 - viii) No vehicle may be parked in a manner as to prevent ready access to another parking space.
 - ix) Cars, trucks and vans shall not park in parking spaces designated for motorcycles.
- b) Parking Decals:** All vehicles of Occupants must display a parking decal to be parked on the Property.
- i) Each Unit is entitled to receive up to 2 parking decals for Occupants. Additional vehicles of Occupants must be parked or stored off the Property due to the number of available parking spaces.
 - ii) Commercial unit tenant parking decals shall be a different color from residential tenant parking decals, with commercial or renter designated on the sticker. Tenant parking decals shall expire upon the earlier of annually or the expiration of the tenant's lease. The colors of parking decals shall change on an annual basis.
 - iii) Only Association staff or the Management Agent shall affix a parking decal to a vehicle.
 - iv) The parking decal must be displayed on the front windshield on the driver's side.
 - v) Failure to obtain a parking decal will result in towing without notice at the vehicle owner's expense.
 - vi) Transfer of an Occupant's parking decal from one vehicle to another (sharing a parking decal with another unauthorized vehicle) is prohibited and will result in the permanent loss of the Occupant's parking privileges.
 - vii) **Requirements to Obtain a Parking Decal.** In order to obtain a parking decal, Occupants must provide the following:
 - (1) Copy of current driver's license valid in the United States;
 - (2) Copy of current vehicle registration;
 - (3) Copy of current vehicle insurance; and
 - (4) Copy of current lease (for tenants only).
 - viii) **Commercial Vehicle Parking Decals.**
 - (1) Vehicles of a primarily commercial purpose (e.g. equipment stored on the exterior or larger than a standard vehicle parking space) must display a commercial parking decal and must be parked only in designated commercial parking spaces. Minivans and cars shall not be considered commercial if such vehicles only have commercial lettering or

- signs on the exterior of the vehicle.
- (2) The Board of Directors or the Management Agent shall have the sole discretion to determine if a vehicle is designated as commercial.
 - (3) If a commercial vehicle is not owned by an Occupant, in order to obtain a commercial parking decal, in addition to the items required in Section 8.8 above, an Occupant must submit a letter from the owner of the commercial vehicle stating that the vehicle is authorized to be parked on the Property overnight and the vehicle owner understands that the Association's Parking Rules and Regulations apply.
 - (4) Failure to obtain a commercial parking decal for a commercial vehicle will result in towing without notice at the vehicle owner's expense.
 - (5) Failure to park a commercial vehicle in a designated commercial parking space will result in towing without notice at the vehicle owner's expense.
- ix) **Motorcycles, Mopeds and Scooters.** Motorcycles, mopeds, and scooters must display a parking decal.
- (1) Failure to obtain a parking decal will result in towing without notice at the vehicle owner's expense.
 - (2) Motorcycle spaces are limited to 8 spaces on the Property designated for motorcycles. Motorcycles, mopeds, and scooters must be parked in available parking spaces designated for motorcycles before parking in regular vehicle parking spaces.
 - (3) Failure to obtain a parking decal for a motorcycle, moped, or scooter will result in towing without notice at the vehicle owner's expense.
 - (4) Failure to park a motorcycle, moped, or scooter in a designated motorcycle parking space will result in towing without notice at the vehicle owner's expense.
- c) **Assigned Parking:** The Board of Directors may assign on-grade parking spaces not within Parking Structures for the exclusive use of specified Units. If parking spaces are assigned, Occupants, guests or invitees shall not park any vehicle in an assigned parking space unless expressly permitted by the lessee assigned such parking space.
- d) **ADA Assigned Parking Spaces:**
- i) Assigned spaces are available for Occupants who have a permanent disability so that such Occupants may park closer to their Units. In order to obtain an assigned parking space the following must be provided:
 - (1) A letter from the Occupant requesting the space to include the resident's Unit number and current parking decal number.
 - (2) A copy of a permanent handicapped parking placard issued to the Occupant. The Occupant's photo must match the handicapped parking placard per South Carolina law.
 - (3) A photo of the Occupant requesting the parking space (shoulders up only) to compare to parking placard.
 - (4) A photo of Occupant's current parking decal along with a photo of current license plate. The license plate must match all documentation on file with the Association.
 - ii) ADA Assigned Parking Spaces shall be issued to Occupants who lawfully apply for an ADA Assigned Parking Space and provide the above documentation. Paperwork will be processed within 48 hours of receipt.
 - iii) Each assigned space shall be properly marked with signage, which must be ordered within 72 hours of approval of the assigned parking space.
 - iv) The parking space shall be provided as soon as reasonably possible, however not later than 2 weeks from the date of application.

- e) **Vehicle Repairs:** Vehicle repairs on the Property shall be limited to minor emergency repairs requiring a short period for completion, such as charging or replacement of a dead battery or repair of a flat tire. For safety, vehicles may not remain unattended in a raised position on a jack without the vehicle owner or repair person being present.
- f) **Abandoned and Inoperable Vehicles:** Any inoperable vehicle or a vehicle in a state of disrepair located in a parking space that is not moved within a 48-hour period will be considered abandoned. Abandoned vehicles will be subject to towing without notice at the vehicle owner's expense.
- g) **Indemnification:** The Association, Board of Directors, and Management Agent shall not be responsible for any loss or of damage to vehicles or personal property within vehicles parked on the Common Elements or Garage Common Elements.
- h) **Towing:** Vehicles violating any of these Parking Rules and Regulations may be towed at the sole cost and risk of the vehicle owner and without notice to the vehicle owner.
- i) **Speed limit:** The maximum speed limit on the Property is 10 mph. Traffic violation tickets shall be issued on the Property by security with copies being provided to the Management Agent. Fines will be assessed to the Unit for any tickets associated with the Owners or Occupants as determined by the Board of Directors.
- j) **Guest Parking:** The Board of Directors may adopt rules and policies to regulate guest parking, including the ability to require Owners and Occupants to register the vehicles of guests.

12) KEYS, LOCKS, AND EMERGENCY ACCESS

- a) Keyless Entry codes will be given to tenant on the date the rental agreement commences.
- b) **Access to Units:** Except in situations reasonably believed to be emergencies or situations in which access is reasonably believed to be needed to prevent damage to the Unit or adjacent areas, access to a Unit shall occur only during normal business hours, and then whenever practicable and only upon advance notice to the tenant of the Unit.
- c) **Alteration of Locks:** Keys and locks for Units shall not be altered or installed without prior consent of the Management Agent or Board of Directors, which shall not be unreasonably denied. If consent is given, the Owner shall provide a copy of the replacement key to the Management Agent within 12 hours of alteration.
- d) **Mailbox Locks:** Mailbox locks shall not be changed by Tenants. An order must be placed through the Office for any mailbox lock alterations.

13) SOLICITATIONS.

Soliciting on the Property is expressly prohibited. Persons soliciting contributions or the purchase of goods or services, and persons seeking to distribute materials, brochures or information may be denied access to the Property.

- a) When required by law, individuals may be exempt (e.g., census takers, etc.).
- b) Individuals expressly invited, by name, as a guest of a specific Occupant, will be exempt but may only solicit at the specific Unit of the Occupant which issued the invitation.

- 14) **GRILLS.** To comply with applicable law, no open-flame grills are permitted on the Property. No open-flame grills may be stored on patios or balconies. The Association shall impose the following penalties against the Owner of a Unit for any violation: \$100 fine, no warning. The Occupant shall have 24 hours to remove the grill. An additional fine of \$25 per day will be assessed until the grill is removed.
- 15) **PATIOS.** Occupants are responsible for maintaining the cleanliness of the patio or balcony of Occupant's Unit. The following regulations are in effect to keep the curb appeal of Palmetto Square.
- a) Items Permitted on Patios and Balconies:**
- i) Furniture designed and sold for outdoor use,
 - ii) Small decorative items intended for outdoor use,
 - iii) Pots and Plants that are well kept,
 - iv) Plant stands,
 - v) Hanging baskets,
 - vi) Bird Feeders, and
 - vii) Holiday decorations. Holiday decorations must be removed within 10 days after the holiday.
- b) Items Prohibited on Patios and Balconies:**
- i) Furniture designed and sold for indoor including wood chairs or stools,
 - ii) Bikes, scooters, toys, canoes, kayaks, fishing poles, etc.,
 - iii) String lights,
 - iv) Curtains and shades,
 - v) Sheets over furniture,
 - vi) Grills, and
 - vii) Anything at all sitting on a banister
- 16) **AMENDMENT OF RULES AND REGULATIONS.** The Rules and Regulations are subject to amendment by the Board of Directors and may be supplemented by other rules and regulations promulgated by the Board of Directors.