

Calhoun St. Promenade CCR's

Section 2. RIGHT OF ENTRY. Each and every Owner by accepting a deed to a Lot thereby grants the managing agent or such other person designated by the Board, the right to enter the same upon reasonable notice or in the event of an emergency.

Section 3. MORTGAGE NOTICES. An Owner who mortgages his dwelling or executes and delivers a mortgage, deed to secure a debt, deed of trust or other security instrument which may become a lien on his Condominium Unit or Lot, authorizes the Association to furnish such information as such mortgagees may request respecting unpaid assessments, taxes or other reasonable information concerning such Condominium Unit or Lot.



Section 4. RULES OF CONDUCT OF MEMBERS.

A. All Owners, their families, guests, visitors and tenants, and each and every occupant of a Condominium Unit or Lot shall at all times observe the published Rules of Conduct which may be established from time to time by the Board.

B. The Board shall promulgate and amend rules and regulations for the use of the Condominium Units or Lots and the Common Area which shall be called the Rules of Conduct and shall be kept by the Secretary in a separate book for such purpose.

C. The initial Rules of Conduct are set forth below and shall be effective until amended by the Board.

D. Property of the Association shall not be removed and shall be effective until amended by the Board.

E. No reprimand shall be given by Owners to employees of the Association. Complaints shall be made in writing to the Secretary giving the name of the employee, date, and subject matter of the complaint requesting action by the Board.

F. No unlawful drugs or pornography, as defined by local laws and ordinances, shall be sold on or in any Condominium Unit or Lot or Common Area, nor shall any beer, liquor or wine be sold in any unlawful manner on or in any Condominium Unit or Lot or Common Property.

G. No pets or children are allowed in any portion of Common Area that may be utilized as a pond, lagoon, lake or fountain.

H. The Association, its Directors and Officers shall not be responsible for valuables lost or stolen.

I. No garments, towels, rags, mops, clotheslines, or similar objects shall be hung from or placed on window, balconies or any outside façade.

J. Boats, boat trailers and non-passenger vehicles (ie. vehicles other than cars, sport utility vehicles and pickup trucks) shall only be allowed temporary parking of up to one hour unless specific written authorization for a longer period is given by the Association.

K. Owners and residents shall at all times operate point-source noise or sound projections (ie. musical instruments, radios, televisions, and amplifiers) within the limits mandated by state or local law.

L. Parents or guardians shall be responsible for all actions of their minor children.

M. Owners are at all times responsible for the conduct and behavior of their family members, invitees and guests and a violation by them shall be considered a violation by the Lot Owner.

N. The discharge of firearms, bows and arrows, cross bows, explosive devices and other such deadly weapons within the Lots and the Common Area is prohibited. The term "firearms" includes "BB" guns, pellet guns, paint ball guns and other firearms of all types, regardless of size or caliber. Use of firecrackers and fireworks of all types is also prohibited within the Lots and the Common Area.

O. It shall be the responsibility of each Owner, tenant guest and invitee to prevent the accumulation of litter, trash, packing crates or rubbish or the development of any unclean, unsightly or unkempt condition of buildings or grounds on any Parcel either before, during or after construction, nor to permit accumulations which shall tend to substantially decrease the beauty of the specific area or the community as a whole.

P. Subject to the limitations in the Declaration, the Board shall have the full power and authority to fine or take appropriate action for an infraction of the Rules of Conduct. Any complaint by one Owner against another shall be in writing and signed.

Q. Pursuant to written notice being given forty-eight (48) hours in advance of the nature of the complaint, an Owner is entitled to a hearing before the Board with an opportunity for the Owner to be heard with cross examination. A majority vote shall be necessary to fine or take other appropriate action.

R. The privilege given to family members and tenants or guests shall not be construed as granting membership to such persons.

S. Any rights reserved unto the Association in this Declaration shall not be unreasonably employed and shall be used only where reasonably necessary to effect the stated intents and purposes of this Declaration.

T. Owners, residents, tenants, guests and their licensees, invitees, agents and contractors shall abide at all times by any parking regulations as posted or adopted by the Association and shall further schedule all equipment or inventory related deliveries to be conducted between the hours of 7:30 AM and 9:30 AM and/or between the hours of 2:00 PM and 4:30 PM.

ARTICLE VI **AMENDMENTS**

Until such time as ninety-five percent (95%) of the Condominium Units and Lots, including any Lots in the Additional Property, have been sold to third party purchasers by Declarant, these By-Laws may be amended only by the Declarant. Thereafter, these By-Laws may be amended by a vote of not less than eighty percent (80%) of the total member vote of the Association at a duly constituted meeting for such purpose, in strict accordance with the recorded Declaration to which they are attached, and the laws of South Carolina. In the event unanimous approval is given by the Board of Directors, the By-Laws may be amended by a vote of not less than sixty-seven percent (67%) of the total member vote of the Association. Any amendments shall be set forth in proper form and duly recorded as an amendment to the Declaration. Each and every Owner by accepting a deed therefore thereby agrees to be bound by and benefit from any such amendment hereto.