

**The Colony at Heron Reserve
Owners Association, Inc.**

**Rules, Regulations, and Community Standards
As of September 2019**

The Following Rules and Regulations have been adopted by the Board of Directors of The Colony at Heron Reserve Owners Association, Inc. (HOA) in accordance with the Master Deed and By-Laws to not only protect the architectural integrity and harmony of the community, but also to promote the safety and welfare of residents and to maintain an acceptable quality of life.

The Rules and Regulations shall apply to all property owners, their residents, family members, tenants, occupants, agents, visitors, employees and guests; and shall be enforced by the Board of Directors in accordance with applicable Master Deed restrictions and By-laws.

The Rules and Regulations may be modified, repealed or amended at any time by a resolution of the Board of Directors when deemed necessary in the best interest of unit owners/residents and the community.

I. General Rules and Regulations

- A. These are the general rules and regulations of the Association. Any damage to buildings, grounds, or other common areas or to equipment by any owner, tenant guest, family member or pet shall be repaired at the expense of the unit owner. This charge may be assessed in addition to a fine. Unit owners are fully responsible for the actions of their tenants, family members, guests and pets, and shall be held accountable for any damage done to the property.
- B. Common areas: The lawns and walkways shall not be used for storage or parking or be obstructed in any way. No bicycles, toys, trash cans or recycle bins, or other personal property shall be stored in entrance ways, walkways, parking or other common areas.
- C. Unlawful and Disturbing Noises/Practices: No unit owner shall make or permit any unreasonable noise that will disturb or annoy other residents, or permit anything to be done which will interfere with the rights, comfort and convenience of other residents.

II. Trash and garbage shall be placed in sealed plastic bags. Garbage will be disposed of in the community's trash compactor directly and will not be stored or staged anywhere in front of individual units or in front of buildings.

- A. Trash or garbage stored or staged anywhere outside of a unit constitutes a health and safety hazard. This includes but is not limited to porches, stoops, decks, etc., whether they are Common, Limited Common or Owned. Such will incur an immediate fine of \$50 for the first occurrence, a \$100 fine for the second occurrence and each subsequent occurrence. After the 2nd occurrence the owner will also be assessed the cost of disposing of the said trash or garbage. Photographic evidence is sufficient proof of such a violation.
- B. Any item(s) staged or stored outside a unit that the property manager deems to be an immediate threat to life and safety including

but not limited to flammable materials or items blocking safe ingress or egress will result in an immediate fine of \$100 and the cost of removal assessed to the unit owner.

- C. Owners of townhouse units with a private entry are permitted to have small decorative items on their stoop, provided they are in good taste, not offensive and do not interfere with safe access to the unit.
- D. Trash must be placed in the dumpster/compactor and must not be left on top or beside the dumpster. Such constitutes illegal dumping and may result in a fine of \$50 per occurrence. In the event that the compactor is full or not accessible, it is that individual's responsibility to immediately notify the community manager to remedy the situation.
- E. The community's dumpster/compactor is for household waste only. Bulky items such as mattresses, furniture, appliances, construction materials, etc., must be removed from the property at the owners or residents expense. Any such items illegally dumped will incur a fine of \$100 in addition to the cost of disposing of such items.
- F. Unit Owners are responsible for off-property disposal of any and all materials resulting from repairs, construction, remodeling, alterations or upgrades to their units. Contractors or workmen are not permitted to dispose of items on-property. Items disposed by a contractor or workmen will be consider a violation of item 4 above.

III. Play areas: Except in designated recreational or other areas designated by the Board, no playing (including ball playing) or lounging shall be permitted. Violators may be subject to a fine. No playing (including ball playing) shall be permitted in the parking lot.

IV. Clubhouse:

- A. The Clubhouse is open from 6:00 a.m. to 11:00 p.m. daily.
- B. Key fobs are not programmed to work when the clubhouse is closed. Any occupancy of the clubhouse outside of these hours will be considered Trespassing.
- C. Those using the clubhouse are expected to clean up after themselves. A minimum cleaning fee of \$75 and possible loss of privileges will be assessed to any resident who does not clean up after themselves.

D. Reservations:

1. A reservation is required for use by parties of 10 or more persons. The reservation form and clubhouse calendar can be found on your website. Unauthorized use of the clubhouse will result in a fine of \$100 plus possible loss of clubhouse privileges.
2. The clubhouse may only be reserved by property owners who are current on all fees and assessments. Owners may submit reservations on behalf of tenants and are 100% liable for all actions of their tenants and the tenants' guests while

on Association Property.

3. Reservations provide limited exclusive use of the clubhouse. It is understood that during the months where the pool is open for swimming, any resident must be permitted to access the restrooms in the clubhouse.
4. Reservations are for the clubhouse only. The pool, grill, and fireplace area cannot be reserved.
5. Parking is limited to the spaces along the sidewalk in front of the clubhouse. Since there is very limited parking, every effort should be made for guests to park somewhere off-property. Please note that owners will be held responsible for guests who violate Association Parking Rules.
6. Owners and Residents are expected to respect those who have reserved the clubhouse and should not interfere with the event in any way. Interference with an event that has been duly reserved will result in a \$50 fine.
7. Reservations must be made at least two (2) weeks prior to the event.
8. A reservation fee of \$45 is required for all reservations. This fee will offset the cost of inspecting the clubhouse before and after the event and posting a notice of limited exclusive use of the clubhouse.
9. Owners reserving the clubhouse are required to leave the clubhouse clean. A minimum cleaning fee of \$75 and possible loss of privileges may result from any resident who does not clean up after themselves.

V. Pool:

- A. The Pool is for the enjoyment of residents and guest. Residents must accompany guests while at the pool. Common courtesy should limit the number and frequency of guests visiting the pool.
- B. All posted pool rules must be obeyed by all those who use the pool. Violation of pool rules will result in a \$50 fine and possible loss of privileges.

VI. Barbecuing

- A. It is a violation of local fire ordinances to use your deck, stoop, screened porch, or garage for grilling.
- B. Local fire ordinances prohibit storage more than 30 lbs of propane (Standard tank = 25 lbs) in a garage or storage unit physically connected to living space. At no time should propane be stored inside unit.
- C. Propane grills may be used by owners of garages if the grill is situated in the driveway and no less than 15 feet from any structure

or vehicle. Charcoal or wood grills are prohibited.

- D. Grills may not block sidewalks, drip grease, or other debris onto driveway and must be stored away within 2 hours after use. Unit owner's will be assessed the cost to remedy any issues related to their grilling.

VII. Rental Property:

- A. Residency by anyone other than a deeded owner(s) will cause the unit to be considered a rental property unless the deeded owner(s) of such property can obtain a contrary decision from the Board of Directors. Owners who receive mail at an address other than their unit will also be expected to demonstrate that the unit is not a rental property.
- B. All unit owners who lease their units shall seek a "Leasing Permit" as required by the Regime Master Deed. Lease terms must be for at least one year and all persons residing in the unit must be listed on the lease. Subletting and/or time sharing of units is not permitted. Additionally, the unit owner must:
 - 1. Provide the tenant with a copy of the By-laws and Rules and Regulations,
 - 2. Include in the lease agreement a provision that the tenant has been given said copies, has read and understood, and agrees to abide by these documents,
 - 3. Include in the lease agreement a provision requiring the tenant obtain a minimum of \$300,000 "HO4", Renter's or similar liability insurance within 15 days of the beginning of the rental term.
 - 4. Notify the HOA Manager in writing of the name(s), address and phone number of the occupants, and
 - 5. Provide to the Management Agent and/or the Board the name of any agent retained by the unit owner to manage the unit for him/her. The unit owner is responsible at all times for compliance with the Regime Master Deed.
 - 6. A deposit of \$1000 must be paid to the HOA within 15 days of the beginning of the rental term.
 - a. The deposit will be waived if all the above conditions have been met.
 - b. The deposit will be held by the HOA until the renter has moved out and will offset any damages or fees due the HOA.
 - c. In the event that it is discovered that the above requirements have not been met, the deposit will be reinstated and collected as an assessment.

VIII. Vandalism: Unit owners and their families, tenants, and guests shall not deface, remove, destroy, or permit the defacing, removing or destruction of any element of the common areas.

A. Entry Gate: Hitting, tampering with or forcing the entry or exit gate constitutes vandalism as well as breaking and entering. Such action may result in criminal prosecution. A fine of \$200 as well as the cost of repairs will be imposed upon anyone responsible for such action.

B. Pool Gate: Tampering with or propping the pool gate open will constitute vandalism and may result in DHEC fining the Association or the closing of the pool. A fine of \$50 will be assessed the owner's whose FOB last opened the gate and may also result in loss of pool/clubhouse privileges.

C. Clubhouse: Tampering with the deadbolt to bypass the electronic entry system of the door to the clubhouse is a violation. A fine of \$50 will be assessed the owner's whose FOB last opened the gate and may also result in loss of pool/clubhouse privileges.

IX. Signage: Unit owners shall show no sign, advertisement or notice of any type on the Common Elements, Limited Common Elements, or in or upon his Unit and shall erect no exterior antennas and aerials upon any portion or part of his Unit or the Common Elements. Signs, notices, or advertisements shall not be placed, inscribed, or exposed on any window, door, or other exterior parts of unit, or on the Common Elements.

X. Annoyance/Nuisance: A Unit Owner shall not obstruct or interfere with the rights of other Unit Owners or the Association or annoy other Unit Owners by unreasonable noises or otherwise; nor shall a Unit Owner commit or permit any nuisance, immoral, improper, offensive or illegal act in his Unit, on the Common Elements or the Limited Common Elements. No noxious or offensive trade or activity shall be carried on within any condominium unit, nor shall anything be done therein or thereon which may be or become an annoyance to the neighborhood or other owners. Nothing shall be done or maintained in any condominium unit or on the Common Elements, which is in violation of any law.

XI. Use of Units

A. All condominium units shall be used for residential purposes exclusively. Units may be used for work at home as long as no clients or customers are visiting the unit and there is no additional impact to traffic or parking.

B. All maintenance of and repairs to any Unit and any Limited Common Elements shall be made by the Owner of such Unit as Owner's expense. All maintenance, repairs and replacements to the General Common Elements shall be made by the Board of Directors and be charged to all the Unit Owners as a Common Expense.

C. Each Unit Owner shall be entitled to the exclusive use of the interior surfaces of the perimeter walls, floors and ceilings of his Unit and such Unit Owner shall maintain such interior surfaces in good condition at his sole expense.

- D. Each such Unit Owner shall have the right to decorate such interior surfaces from time to time as he may see fit and at his sole expense. The use of and the covering of the interior surfaces of windows, whether by draperies, shades or other items visible on the exterior of the Building, shall be subject to the rules and regulations of the Association. The interior surfaces of all windows forming part of the perimeter wall of a Unit shall be cleaned by the individual Unit Owner. No Owner may install any hardwood floor covering in any Unit that is located above another Unit.
- E. A Unit Owner shall make no structural alterations or modifications in his Unit or installations located therein without previously notifying the Association in writing.
- F. Garage Units shall be used exclusively for vehicle parking, except, however, a Garage Unit may be used for storage of household items, but only to the extent that such storage does not prevent the Garage Unit from being used for vehicular parking. No Garage Unit may be used for human or animal occupancy. Garage doors shall be kept closed, except as reasonably necessary for ingress and egress.
- G. All units must have heating set to a minimum of 55° anytime outside temperatures are below 32°.

XII. Architectural Maintenance/Control

- A. No owner or resident may make or cause to be made any physical change to the exterior his/her unit without the prior express written approval of the HOA Board.
- B. No Owner may erect or maintain a television or radio receiving or transmitting antenna, satellite dish or similar apparatus or equipment unless approved by the HOA Board.
- C. All changes proposed by the unit owner to the exterior of his/her unit shall be submitted in writing to the HOA Manager for review by the HOA Board. All requests shall include a written description and a diagram of the proposed changes, and must be signed by the unit owner. If written approval has been received from the Committee and changes have been made, the unit owner must contact the HOA Manager so that a final inspection may be made and signed off by the HOA Board.
- D. Owner must contact the HOA Manager so that a final inspection may be made and signed off by the HOA Board.

XIII. Parking Policy/Motor Vehicle Operation

- A. Except as herein provided, no junk vehicle or other vehicle on which current registration plates are not displayed, no trailer, truck, camper, house trailer, portable storage unit, or boat may be kept on any Common Elements. Parking violations will result in a \$50 per day fine. Items will be ticketed with a notice of violation and if not moved within 3 business days will be towed away at the owner's expense.

B. Likewise, no repair or general maintenance of automobiles or other vehicles may be undertaken on any of the Common Elements. Minor vehicle repair work shall be permitted in emergency cases only, provided that the area is cleaned after repairs have been completed. Washing or detailing of vehicles in areas designated for parking is prohibited. A fine of \$50 per occurrence will be imposed for violations in this category.

C. Vehicle Parking Rules

1. The Regime provides uncovered areas for parking for the exclusive benefit of the Unit Owners, their employees, agents, invitees and guests. Only automobiles, vans constructed as private passenger vehicles with permanent rear seats and side windows, passenger trucks and other vehicles manufactured and used as private passenger vehicles, may be parked within the Regime overnight without the prior written consent of the Board.
2. In particular and without limitation, without the prior written consent of the Board, no vehicle containing commercial lettering, signs or equipment, and no truck (other than private passenger trucks), recreational vehicle, camper, trailer, aircraft, motorcycle, or vehicle other than a private passenger vehicle as specified above, may be parked or stored within the Regime overnight.
3. Passenger trucks with commercial signage are permitted as long as all commercial signage and/or lettering are discretely covered with panels of the same color as the vehicle.
4. Passenger trucks or other vehicles are prohibited if commercial or construction supplies, tools or equipment are visible including but not limited to ladders, hoses, lumber, tarps, piping, etc.
5. A fine of \$50 per day will be imposed for violation of Parking Rules in this section.

D. Motorcycles and Other Motorized Vehicles

1. Any motorcycle or other motorized vehicle must be licensed for street use and equipped with appropriate noise muffling equipment so that the operation of same does not create an unreasonable annoyance to the residents of the Regime.
2. Motorcycles are to be parked in regular parking spaces and may not be parked at any time on sidewalks, breezeways or atriums.
3. The Regime prohibits other motorized vehicles including but not limited to scooters, mopeds, motorbikes, etc. These are not to be operated or parked on Common Property or Limited Common Property.

4. Violation of items in this section will result in a \$50 per occurrence fine.

E. Boats, Travel Trailers, Shipping/Moving Containers, etc.

1. No boats may be kept on the Property except for briefly loading or unloading supplies. Such should be limited to a time of no more than 2 hours. Such should only be parked in designated parking areas and not in the roadway. A violation will result in a \$50 per day fine and boat is subject to removal at owner's expense.
2. No Travel Trailers, Motor Homes or similar vehicles may be kept on the Property except for briefly loading or unloading supplies. Such should be limited to a time of no more than 2 hours. Such should only be parked in designated parking areas and not in the roadway. A violation will result in a \$50 per day fine and vehicle is subject to removal at owner's expense.
3. No Shipping Container, Commercial Trailer, or similar unit may be parked, placed or otherwise situated on the Property without prior consent of the Property Manager. Such will result in an immediate fine of \$200 and result in towing or removal at the owner's expense.
4. Moving PODs, Portable Storage Units or other similar units no longer than 16' in length designed primarily for household moving are permitted for placement in designated parking spaces for a maximum of 3 business days. Such units that remain longer than the allotted time will incur a fine of \$50 per day.
5. Moving Vans and/or Moving Trucks must not drive across sidewalks, grassy areas or other areas not specifically built or designated for driving or parking of such vehicles. Such violations will result in a \$200 fine and any damage to water, sewer, drainage, or other utilities will be the responsibility of the unit owner involved.

XIV. HOA Assessments

- A. Homeowner Association fees are due on the first of each month and no later than the 10th. A \$50 late fee will be added to the account to any payment received after the 10th of each month.
- B. A written warning will be sent to the homeowner if the assessment is 30 days past due.
- C. If the assessment is 45 past due the delinquent account will be sent to an attorney's office to and a lien will be placed on the property. Any and all costs of this service will be added to the homeowners account.

XV. Insurance

- A. Nothing shall be done or maintained in any condominium unit or on any Common Elements, which will increase the rate of insurance on any condominium unit or on the Common Elements, or result in the cancellation thereof, without prior written approval of the Board of Directors.

XVI. Animals and Pets

- A. The maintenance, keeping, boarding and/or raising of animals, livestock or poultry of any kind, regardless of number, shall be and is hereby prohibited within any condominium unit or Common Elements, except that this shall not prohibit the keeping of small dogs, cats, and/or caged birds as domestic pets, provided they are not maintained, kept or bred for commercial purposes and provided further that the keeping of small dogs, cats and/or caged birds will not constitute noxious or offensive activity.
- B. All pets shall be kept leashed and under the control of their owner whenever they are outside the unit, and shall not be allowed to run free or unleashed at any time, or to otherwise interfere with the rights, comfort or convenience of other residents.
- C. Dogs may not be walked on grassy areas near your neighbors' units, and must be cleaned up after. To avoid possible "brown patch" of grassy areas, it is advisable that dogs be trained to use mulched or wooded areas rather than grassy areas to relieve themselves. Failure to clean up after your pet will result in a \$50 per occurrence fine. A photo of the animal in violation or the report of the specific incident from residents of two units will constitute proof of such violation.
- D. Pets must be vaccinated and kept in accordance with the County Health Department laws and regulations. Contact the Charleston County Animal Control (843) 720-3915 for more information.
- E. Owners are responsible for all damages caused by their pets to common areas and to the property of others.
- F. Noise from pets which is considered a nuisance to residents of a minimum of two units will result in a \$50 per occurrence. Two or more incidents within a 6 month period will result in the matter being referred to local law enforcement officials for resolution.

XVII. Enforcement/Penalties

- A. A system of penalties has been established to ensure compliance with the Rules and Regulations of the HOA. The Board believes that the enforcement procedure will result in greater community awareness of reasonable conduct that all unit owners have the right to expect from each other. If the violator is not a unit owner, the owner will be provided with copies of all correspondence pertaining to the violation and any ensuing penalties and hearings. The unit owner is ultimately responsible for all fines and the remediation of all violations.
- B. Except where otherwise specified, fines may be imposed for violation of any of the above rules, according to the following schedule:

1. 1st violation, after written warning - \$25.00
 2. Repeated violation - \$50.00
 3. Subsequent and repeated violations may result in denial of access to community amenities
- C. The Board of Directors may not impose any fine or infringe upon any rights of a unit owner for violations of the rules until they have exercised the following procedures,
1. If a violation of the rules is alleged in a written complaint to the Board, the Board will notify the alleged violator in writing to cease and desist from the violation. This notification will include:
 - a. the nature of the alleged violation;
 - b. the action required to remove the violation, and
 - c. Notification of a grace period of ten (10) days, within which the violation may be removed without penalty. Should the violation continue beyond the grace period, a fine will be imposed.
 2. The violator may request a hearing within ten (10) days after imposition of the fine. The request must be made in writing and be addressed to the Board of Directors. The hearing shall be held in executive session (that is, a closed session) of the Board, and will afford the violator a reasonable opportunity to be heard. The violator may present his/her case to the Board, and the Board will decide, based on the available information regarding the alleged violation, whether or not any fines and/or penalties should be lifted.
 3. If a violation is repeated within twelve (12) months of the first notice, a fine will be imposed without a grace period.
 4. The decision of the Board in such matter can be appealed to the Courts of the state of South Carolina.
 5. If any unit owner fails to comply with the Rules and Regulations or By-laws or with any decision rendered under the Rules and Regulations and By-laws, the unit owner may be sued for damages or injunctive relief, or both, by the Board. The prevailing party in any such proceeding may be entitled to an award for legal fees, as determined by the court.
 6. A fine will be applied to the unit owner regardless of whether the offender is the unit owner, a tenant, a guest or a household member. The payment of a fine does not relieve the offender of the obligation of correcting the violation. If the Association incurs expenses to correct the violation,

this expense will be applied to the unit owner. If the bill is not paid by the unit owner, a higher fine may be imposed.

7. If this fine remains unpaid; a lien may be placed against the unit in question. This means that the unit cannot be sold unless the fine and all associated expenses in filing the lien are paid, and the lien has been removed. In addition, the Board of Directors may foreclose on a lien if it is deemed necessary. Other penalties for not paying the aforementioned fines and expenses may also be considered including, but not limited to, the following:

- a. Suing the unit owner for damages.
- b. Imposing criminal penalties through the proper authorities for violations of city, county or state laws.

Colony at Heron Reserve – Summary of Offences, Fines and Assessments

Below are a summary common offenses and associated fines and assessments.

Please refer to the full document titled, “Rules, Regulations and Community Standards” for more detail.

Entry and Parking Areas	1 st Offence	2 nd Offence	Subsequent
Auto Repairs, Washing or Maintenance	\$50* per occurrence		
Boat or RV Parking	\$50 per day		
Commercial Vehicle Parking	\$50 per day		
Hitting Entry/Exit Gate	\$200 + remediation		
Junk Car Parking	\$50 per day then towing if not moved within 3 days		
Moving Pod - More than 3 days	\$50 per day		
Shipping or Commercial Trailer	\$200 + remediation		
Financial	1 st Offence	2 nd Offence	Subsequent
Late Payment > 10 th of the month	\$50		
Renting Without Permit	\$1000		
Pet Issues	1 st Offence	2 nd Offence	Subsequent
Pet Noise	\$50	\$50	Refer to Local Law Enforcement
Pet Waste Violation	\$50	\$50	Refer to Local Law Enforcement
Pool / Clubhouse	1 st Offence	2 nd Offence	Subsequent
Clubhouse Violation	\$50	Loss of Use	
Pool Gate / Pool Violations	\$50	Loss of Use	
Unauthorized Use of Clubhouse	\$100	Loss of Use	
Trash Dumpster/Compactor	1 st Offence	2 nd Offence	Subsequent
Illegal Dumping – trash	\$50	\$50 + remediation	
Illegal Dumping – bulk items	\$100 + remediation		
Illegal Dumping – Vendor or Contractor	\$100 + remediation		
Trash, Garbage, etc.	1 st Offence	2 nd Offence	Subsequent
Garbage or Trash Outside Unit	\$50	\$100	\$100 + remediation
Dangerous Items on Deck/Porch	\$100 + remediation		
Other Items on Deck/Porch	\$25*	\$50	\$50 + remediation
Other Violations	\$25*	\$50	

*The Association Manager may at their discretion allow the owner/resident to immediately correct a minor incident and forgo issuance of a first offence.