

**TWELVE OAKS AT FENWICK PLANTATION
PROPERTY OWNERS ASSOCIATION, INC.
RULES AND REGULATIONS**

Twelve Oaks at Fenwick Plantation (the "Community") has previously been operated as an outstanding residential rental development. Certain rules and regulations have been in place to achieve that result. Twelve Oaks at Fenwick Plantation Property Owners Association (the "Association"), through its Board of Directors (the "Board") and through Ravenel Associates, Inc., (the "Management Agent"), will endeavor to render prompt, efficient service and to maintain the Community in a first-class manner. Each Owner, his family, occupants, guests and tenants agree to observe all Rules and Regulations and to assist the Association in keeping this Community an attractive and pleasant place in which to live. Any expense incurred by the Association as a result of a violation of these Rules and Regulations may be assessed against the Owner as additional Common Expense in the form of a Specific Assessment as defined in the Master Deed establishing the Community.

NOTE: THESE RULES AND REGULATIONS ARE A PART OF THE MASTER DEED AND EACH OWNER IS OBLIGATED TO OBSERVE THEM. CAPITALIZED TERMS USED HEREIN SHALL HAVE THE SAME MEANING AS SET FORTH IN THE MASTER DEED AND/OR THE BY-LAWS, UNLESS OTHERWISE DEFINED HEREIN.

ENTRANCES WINDOWS, PATIOS, BALCONIES, STORAGE AND GARAGES

- a. The sidewalks and entryways shall not be obstructed by Owner or used for any purpose other than ingress and egress.
- b. Motorcycles and other vehicles shall not be brought into any building or onto the lawn and shall not obstruct the driveways, sidewalks, courts or entryways.
- c. Lawns and other common areas are to be kept clear of furniture, bicycles, toys, trash, etc.
- d. No littering will be permitted. No cigarette butts, bottles, drink cans, bottles and wrappers or other refuse should be left on the grounds at any time.
- e. No signs, clothing, sheets, towels, etc. shall be hung from the windows, rails or porches or aired or dried in the yard space.
- f. No exterior alterations will be permitted including clotheslines, mailboxes, greenhouses, doghouses, or fencing of any kind. No plastic or other covering may be placed over the windows on the exterior of the building. No additional screening will be permitted except screen enclosures for patios or balconies which are approved by the Board or Management Agent.
- g. No goods or materials of any kind or description, which are combustible or would increase fire risks shall be taken or placed in storage areas. Storage in such areas or facilities shall be used wholly at the Owner's risk.
- h. Patios and balconies shall not be used for storage of items such as boxes, trash, athletic equipment, indoor furniture or cleaning supplies. It is in the Board's discretion to deem what is appropriate for balconies and patios.

- i. In compliance with state, federal, local, and county regulations relating to the use of charcoal, gas or electric grills, no cooking grills or open fires are not permitted at any time.
- j. Fireworks and firecrackers are not permitted on the property.
- k. No television antenna, radio receiver, or other similar device shall be attached to or installed on any building, except as allowed in the Master Deed. Satellite dishes are allowed only by prior approval and permission from the Management Agent. Owner or tenant of Owner shall abide by the Management Agent's restrictions regarding the size and location of the satellite dish.
- l. Using garages for any purpose other than automobile parking is prohibited.

2. **POOL**

- a. Owner or tenant of Owner is responsible for the actions of their guests and must accompany them while they are using the pool. The cost of property damage, which might result from the Owner or guests, will be charged to the Owner and is due as a Specific Assessment.
- b. All children under 16 years of age must be accompanied by an adult when in the pool area.
- c. All persons using the pool and pool area do so at their own risk and bear sole responsibility for any accident or injury in connection with such use and in conformance with all Rules and Regulations.
- d. The use of the pool and spa are for recreational use only and not for any therapeutic use.
- e. Glass objects are prohibited in the pool area.
- f. Owner shall abide by all rules posted in the pool area.
- g. Tasteful bathing attire is required at all times.

3. **RECREATIONAL FACILITIES**

Recreational facilities are provided as an amenity. Any Owner who fails to abide by the Rules and Regulations established for the recreational facilities will be prohibited from further use of such facilities. We want you to use and enjoy the facilities as often as you desire. However, it is important to recognize the danger involved in using sports equipment. The owner and their guests agree(s) to use any equipment in a safe and reasonable manner consistent with his physical abilities and condition. When utilizing the equipment, family and guests may be required to sign releases of liability and shall observe the following rules:

- a. All equipment will be carefully examined prior to use.
- b. Those using the equipment must understand how to use it correctly and safely.
- c. All safety equipment must be used.
- d. All children under 16 years of age must be accompanied by an adult, and Owner shall be liable, for damaged or missing equipment.

4. **DISTURBANCES OF OTHER RESIDENTS**

- a. Courtesy hours will be in effect from 9:00PM until 9:00AM. Please keep the noise level at a minimum during this time.

- b. All radios, television sets, electronic equipment, etc. shall be turned down to a level of sound that does not unreasonably disturb other Owners.
- c. Owner and their families and guests shall at all times maintain order in the Unit and at all places in the Community and shall not make or permit any loud or improper noises, or otherwise disturb other Owners.
- d. Automobile stereos must at all times be kept at a reasonable level as determined by the Management Agent.
- e. Owners shall use their best efforts to avoid having stereo speakers placed directly on the floor or against a wall so as to cause vibrations transmitted from them to disturb Owners in adjoining Units.
- f. The owner shall be responsible and liable for the conduct of their guest(s).
- g. Owners must maintain safe-driving speeds within the Community at all times and be cautious of pedestrians.

5. **UNNECESSARY DAMAGE**

- a. Owner is responsible, when leaving his Unit, for securing the same, for closing all windows, turning off all water faucets, turning off all electrical appliances not in use, and locking the Unit entrance doors, thus avoiding possible damage from water, fire, storms, rain, freezing, vandalism, theft and other causes of damage or loss. The owner is responsible for maintaining adequate heat in the Unit in winter to prevent water pipes from freezing and for maintaining adequate air conditioning in summer to prevent damage from excessive humidity.
- b. Owner will be responsible for any damages resulting from tampering with or misuse of fire-controlled sprinkler system. Tampering and misuse includes but is not limited to hanging of any object from the sprinkler heads.
- c. The trees and shrubbery are a vital and valuable part of the Community, and each Owner shall be liable for damages for any mutilation or defacing thereof, for which he, his family or guests are responsible.
- d. In the event of power outage, the Board strongly recommends the use of flashlights instead of candles.

6. **TRASH**

- a. All trash shall be placed only in the compactor furnished by the Association. Do not deposit garbage or trash in any other area.
- b. Dispose of your garbage and trash regularly as it may attract rodents and insects if left unattended.
- c. Owner is responsible for the removal of trash and debris caused by Owner's use of other areas within the Community.
- d. If Association finds it necessary to remove your trash, a \$25.00 fee per bag or \$50.00 fee per larger item will be charged and due as a Specific Assessment.
- e. Cardboard moving boxes or similar boxes must be disposed of off-site at a recycling facility or other dumping facility.

7. **WATERBEDS**

- a. Owner shall not have or keep any waterbed in the Unit without prior written permission from the Board.
- b. Owner shall be liable for any and all damages occurring to the Unit or neighboring Unit resulting from the use of a waterbed.
- c. Owner must provide evidence of *Owner's* insurance policy for waterbeds to be permitted.

8. **PETS - IF APPLICABLE**

- a. Owner shall not keep, raise or breed any pet or other animal, livestock or poultry upon any portion of the Community; provided, however, an Owner is permitted to keep up to two (2) dogs or two (2) cats or one (1) dog and one (1) cat; however, under no circumstances will any dog whose breed is noted for its viciousness or ill-temper, in particular, the "Pit Bull" (as hereinafter defined), Rottweiler, Mastiff, Presa Canario, or any crossbreeds of such breeds, be permitted on any portion of the condominium Property. A "Pitt Bull" is defined as any dog that is an American Pit Bull Terrier, American Staffordshire Terrier, Staffordshire Bull Terrier, or any dog displaying a majority of the physical traits of any one (1) or more of the above breeds, or any dog exhibiting those distinguishing characteristics which substantially conform to the standards established by the American Kennel Club or United Kennel Club for any of the above breeds. No exotic pet or any animal of any kind which has venom or poisonous defense or capture mechanisms, or if let loose would constitute vermin, shall be allowed on any portion of the Community.
- b. Trained seeing-eye dogs will be permitted for those people holding certificates of blindness and necessity. Other animals will be permitted if such animals serve as physical aids to handicapped persons and such animals have been trained or provided by an agency or service qualified to provide such animals. The guide or assistance animal will be kept in direct custody of the assisted person or the qualified person training the animal at all times when in the Community and the animal shall wear and be controlled by a harness or orange-colored leash and collar.
- c. Pets may not be kept, bred or maintained for any commercial purpose.
- d. Any pet must be temporarily caged, carried, or kept on a leash when outside of a Unit. No Pet shall be kept tied outside a Unit or on any balcony or backyard area, unless someone is present in the Unit. No dogs will be curbed in any landscaped areas or close to any walk, but only in special areas designated by the Board, if any, provided this statement shall not require the Board to designate any such area.
- e. An Owner shall immediately pick up and remove any solid animal waste deposited by his pet.
- f. The owner shall compensate any person hurt or bitten by his or her pet and shall indemnify the Association and hold it harmless against any loss or liability of any kind or character whatsoever arising from or growing out of having any animal within the Community. If a dog or any other animal becomes obnoxious to other

Owners by barking or otherwise, the Owner thereof must cause the problem to be corrected; or, if it is not corrected, the owner, upon written notice by the Association, will be required to permanently remove the animal from the Community.

- g. The Association will promulgate rules and regulations from time to time designating other rules as necessary to regulate pets.

9. **CONDOMINIUM INSURANCE**

Owners are urged to purchase comprehensive property insurance against all perils, including, but not limited to, insurance on personal property or property of other persons from protection or loss due to or caused by theft, vandalism, bursting or leaking pipes to include the water heater or HVAC condensation lines, by or from fire, windstorm, hurricane, hail, flooding, leakage from windows or doors, steam, snow or ice, by or from running water, backing up of drainage pipes, seepage, or the overflow of water or sewage on the property of which Owner's Unit is a part.

10. **PARKING/VEHICLES**

- a. No abandoned or inoperable vehicles, trailers, mobile homes, motorcycles, motorized bicycles, motorized go-carts, or any vehicle which cannot fit within a single parking space may be parked on any portion of the Community. A vehicle is considered to be abandoned if it lacks current license plates, registration, insurance, or has not been driven on a public street at least once within a 30-day period.
- b. When parking in a designated handicapped space, a valid handicapped tag or sticker **must be visibly displayed at all times**. Vehicles without a clearly visible tag or sticker **are subject to towing at the owner's expense without prior written notice**.

11. **TENANT COMPLIANCE**

Tenants of Owner are required to comply with the Rules and Regulations and Master Deed. Such requirement shall be set forth in all leases between Owner and his tenants.

11. **FAILURE OF MANAGEMENT TO TAKE ACTION**

Failure of Association, through its Management Agent, to insist upon strict compliance with these Rules and Regulations shall not constitute a waiver of any violation nor a waiver of Association's right to insist upon strict compliance with the terms of the Rules and Regulations.

12. **COMMUNICATIONS WITH MANAGEMENT**

Owner agrees to handle his communications and conduct with Association, including, but not limited to, leasing agents, on-site staff, maintenance personnel, or independent contractors and vendors hired by Association, and with all other Owners, occupants, or guests or invitees, in a lawful, courteous and reasonable manner. Owner shall not engage in any

the leasing or Association office, Owner agrees to do so promptly and conduct all further business in writing.

13. MANAGEMENT'S PERMISSION OR CONSENT

If any provision of these Rules and Regulations requires the written permission or consent of Association as a condition to any act of Owner, such written permission or consent may be granted or withheld in the sole discretion of Association and may contain such condition as Association deems appropriate and shall be effective only so long as Owner complies with such conditions. Moreover, any written permission or consent given by the Association to Owner may be modified, revoked, or withdrawn by Association at any time, at Association's sole discretion, upon written notice to Owner.

14. FUTURE CHANGES

These Rules and Regulations are subject to change from time to time as set forth in the Master Deed.