



# 2019

## **RULES AND REGULATIONS**

of the

*2000*  
*Watermark*

**2000 Watermark Association, Inc.**

2000 Watermark Place  
Columbia SC 29210-8237  
**(803) 748-7716**

[www.2kwm.com](http://www.2kwm.com)



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## **INTRODUCTION**

These are the Rules and Regulations of the 2000 Watermark Association, Inc., as approved by the Board of Directors and in compliance with the Association By-Laws.

Each homeowner is being provided a copy of the Master Deed and the By-Laws of the Association as well as these Rules and Regulations. If you do not have a copy, please contact the Property Management Company.

From time to time, these Rules and Regulations may be updated, revised and/or added to by the Board of Directors who shall then provide the updated/revised/additional regulations to the Association members prior to enactment.

Everyone living on the complex, whether you own or rent a unit, must abide by these regulations as well as any guests you have. They are for your protection and the protection of your property. From time to time these rules will be revised and updated routinely by the Council of Co-Owners Board of Directors. It is suggested you keep this handbook and all notices of regulation additions and changes for future reference.

## **ANNUAL MEETING**

The Annual Meeting of the Association is held on the second Tuesday of November of each year at 6:30 p.m. at the Clubhouse. The Annual Meeting of the Association is important to attend because the official business of the Association is conducted including but not limited to election of officers to the Board of Directors, any resolutions brought forth or pending to amend the governing By-Laws and information regarding the state of the Association is discussed. In the event you are unable to attend, a proxy may be submitted to either the Association Secretary or to anyone eighteen (18) years or old who may attend and vote on your behalf.

## **BOARD OF DIRECTORS MEETING**

The Council of Co-Owners Board of Directors monthly regularly scheduled meetings are held the fourth Monday of each month at 7:00 p.m. in the Clubhouse. If a holiday falls on that Monday, the meeting may be held the following day (Tuesday) unless set differently by the Board of Directors.

Any homeowner may attend these meetings and address the Board at the beginning of each meeting, but Association members will not have a vote on the business before the board. In the event an Association member wishes to present information to the Board, said information must be provided by Noon on the day of the Board



meeting to the Property Manager to allow adequate time for the Board of Directors to review and be thoroughly informed and for better time management.

## **CLUBHOUSE DROPBOX**

A drop box is located at the front entrance of the Clubhouse. Monthly regime and/or special assessment payments may be left in addition to suggestions and agenda item requests may be placed in this box. Suggestions and agenda item requests may also be emailed to the Property Manager.

## **ASSESSMENT PAYMENTS**

All assessments, whether regular or special, shall be made payable to and mailed or dropped off to/at the Association Office located inside the Clubhouse at:

2000 Watermark Association, Inc.  
2000 Watermark PL  
Columbia SC 29210-8237  
(803) 748-7716

Additionally, payments may be made via the online homeowner portal via [www.2kwm.com](http://www.2kwm.com).

## **SOLICITATION**

Solicitation on the complex grounds is not permitted. Any homeowner who sees or is approached by an individual soliciting on the grounds should inform that person that solicitation is not permitted on the complex and that the individual should leave.

## **GENERAL COMMON AREAS**

Children under the age of sixteen (16) will not be permitted on the general common areas after 9:00 p.m. unless accompanied by a parent or authorized adult.

Guests of any resident shall not be allowed to loiter on Watermark property. All guests shall be limited to the unit in which they are visiting and shall not roam and/or loiter around other units, in the roadway, in between or behind any units as well as conjuring around the mailboxes. Homeowners are responsible for the actions of their tenants/guests and fines may be assessed by the Board of Directors for any violations.



## **COLLECTIONS POLICY**

In accordance with our governing By-Laws which were established March 22, 1979, Article VI Section 9A states, “The Board of Directors may take prompt action to collect any assessments for common expenses due from any Co-Owner which remain unpaid for more than ten (10) days from the date due ...”

Section 9B states, “Any regular or special assessment levied pursuant to these By-Laws, or any installment thereof, which is not paid on the first day of each month, shall be in default.” It further states in part, “The member obligated to pay this delinquent assessment, may by resolution of the Board of Directors, be subject to such penalty or “late charge” as the Board of Directors may fix prior to the fiscal period in which non-payment occurs.”

Accordingly, pursuant to Resolution 2015-0901 passed by the Council of Co-Owners Board of Directors on September 28, 2015, a late fee in the amount of \$25 shall be assessed against any homeowner whose account has a balance due as of the 11<sup>th</sup> day of each fiscal month. Failure to pay the late fee will result in additional late fees for each subsequent month the balance is not paid in full.

If a balance is carried over into the next fiscal month and not paid in full, in addition to the next regular and/or special assessment levied in addition to a late fee being assessed the total amount due will assessed an additional 15% of the total outstanding balance as a collections fee and shall be forwarded to the Association’s designated Collection Agency with no further action being required by the Board of Directors. Once an account is forwarded to collections, it will continue to be assessed a monthly late fee for each additional month a balance is carried in addition to the regular and/or special assessment levied until such time as the outstanding balance is paid in full or legal proceedings are commenced.

Furthermore, pursuant to Section 9C, “Upon default in the payment of two or more monthly installments in succession of any assessment year ... the entire balance of said yearly or other assessment may be accelerated at the option of the Board of Directors and be declared due and payable in full.” In the event the Board of Directors declares the remaining annual balance due and payable in full, it shall only be accelerated by a Resolution of the Board of Directors.



# CLUBHOUSE RENTAL GUIDELINES/AGREEMENT

The 2000 Watermark Association, Inc. Clubhouse is available to all Watermark Residents and approved local/civic groups for a private function and/or meeting, subject to the attached guidelines.

It is the intent of the 2000 Watermark Association, Inc. (the "Association") in establishing these rules and guidelines to ensure fair and equitable access and to preserve the facility in a manner befitting the Association.

The cost for Residents is \$200 (nonrefundable) and non-Residents is \$300 per day in addition to a \$200 deposit (refundable if Clubhouse is left in the same condition as it was found). The agreement is for clubhouse rental only. The pool and pool area is not part of this clubhouse rental agreement and is open to all residents only and is not accessible to any renting party.

As a prerequisite for granting a reservation for private use, the renting party must complete and sign a copy of these guidelines and agreement as well as pay the applicable fees and/or deposits.

Unit #: \_\_\_\_\_

Resident/Organization: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Contact Numbers: Cell: \_\_\_\_\_ Business: \_\_\_\_\_

Email: \_\_\_\_\_ May we contact you via Email? Yes or No

EVENT INFORMATION		APPROVAL	
Date Request Received	Event Date	APPROVED	DENIED

Approved/Denied by: \_\_\_\_\_ Date: \_\_\_\_\_

Deposit Paid:			Rental Fee Paid:		
Check	Money Order	Credit/Debit Card	Check	Money Order	Credit/Debit Card
Receipt #			Receipt #		



# RESERVATION REQUEST AGREEMENT

**Initial  
Concurrence**

1. Only Residents in good standing or approved civic/service groups may reserve the Clubhouse for social functions.
2. All Association organized events and standing Clubhouse reservations will have priority over other private requests. All private requests for rental will be handled on a first come-first served basis.
3. The renting party must be present for the duration of the event. The renting party also assumes full responsibility for the conduct of their invited guests and for any damage or disrepair to the facility.
4. No teenage parties allowed. Children are permitted to use the facility only under the supervision of a parent or legal guardian.
5. Pets are not permitted in the Clubhouse, unless documentation is provided showing the pet is a Certified Service Animal.
6. Smoking or use of tobacco products is not allowed in the Clubhouse.
7. Decorations may only be placed using masking tape. (Violating this stipulation shall be grounds for deposit forfeiture.)
8. No keys will be issued to any Clubhouse renter. The Property Manager and/or their designee will lock and/or unlock the facilities.
9. All furnishings will need to be placed in their original positions by the renting party. If there are any seasonal decorations such as a Christmas tree, they are not to be moved under any circumstances. Should there be any damage to the facility or to the furnishings the deposit will be forfeited, and the homeowner/renting party will be held responsible.
10. All items brought in by the renting party, including rental equipment, must be removed from the facility on the day of the rental unless the renting party has paid for an extra day or if previous arrangements have been made with the Association designee.
11. Cancellation of rental agreements prior to two (2) weeks of the event will result in both the rental fee and deposit returned to the renting party. Cancellation of rental agreement within the two-week period will result in a \$25 cancellation fee.
12. The Association reserves the right to revoke any request/approval if sufficient cause is found that any misrepresentation of the facts related to rental request occurred. In which case, there will be an administrative fee of \$25 deducted from the rental fee. All other monies will be refunded within two weeks of receipt of the cancellation request, subject to verification of any check clearances.
13. If alcohol is to be served, no compensation shall be exchanged for the alcohol by any guests present and no cover or entrance may be assessed. All City, State and Federal laws regarding the consumption of alcohol must be adhered to.

I hereby agree to and initialed my concurrence above and agree to comply with the above Guidelines:

\_\_\_\_\_ Date

\_\_\_\_\_ Signature



## **POOL REGULATIONS**

1. A Pool Pass and key issued by the Association is required for entry and use of the Pool.
2. The Clubhouse and Pool areas are under video surveillance. Anyone caught tampering with the equipment will have their pool privileges revoked until such time as the Board of Directors reinstates them.
3. Pool hours are from 7:00 a.m. to 11:00 p.m. every day during pool season.
4. The pool is for the use of 2000 Watermark Place residents (in good standing with the Association) and their guests. Guests **must** always be accompanied by their host while in the pool area.

In "Good Standing" means any unit whose balance is less than \$400. Any unit with an outstanding balance exceeding \$400 shall be temporarily deprived of use of the pool until such time as the balance is made current.

The number of guests is limited to two (2) people not residing at your residence. No one under the age of eighteen (18) can "host" or be responsible for guests while at the pool.

*Exceptions to the guest limit will be only allowed if advance notification is made to Association Management via the 2000 Watermark Association phone number at:*

**(803) 748-7716**

*Failure to leave notification of extra guests shall be considered a Violation of the Pool Regulations and the Columbia Police Department may be notified and a fine assessed by the Board of Directors against the homeowner in accordance with the procedures outlined in the Violation of Pool Rules and/or Regulations listed below.*

5. No lifeguards are on duty. Anyone under sixteen (16) years old must always be supervised by a parent or authorized adult. Be considerate of others when playing music at the pool.
6. Flotation devices, such as tubes, chair floats, water air-mattresses or rafts may only be used when the pool is not crowded. Safety flotations are recommended for use by small children.
7. No glass or any types of breakable containers are permitted in the pool or pool deck area (to include storage of glass or breakable containers in coolers etc.). Beverages and food must be stored in non-breakable containers.
8. All trash must be disposed of properly in the provided trash receptacles. It is the resident's (host) responsibility to ensure all trash and debris are properly disposed of by themselves and their guests.
9. Tampering with or damaging any safety equipment or Association property will be grounds for revocation of pool privileges and a fine levied against the homeowner by the Board of Directors.

### **Violation of Pool Rules and/or Regulations may result in:**

1<sup>st</sup> Violation is a \$100 Fine and a 30-day suspension of pool privileges and any subsequent Violation will be a \$250 Fine and revocation of the Unit's Pool privileges.

*All Violations, Fines and/or revocation of pool privileges will be by a Resolution of the Board of Directors.*





# POOL PASS/GATE KEY DISBURSEMENT FORM

This form must be completed and signed to obtain the necessary Pool Pass and Gate Key in order to have access to the 2000 Watermark Association Pool, a private pool for Association members and residents only.

Unit #: \_\_\_\_\_

Date: \_\_\_\_\_

Homeowner(s): \_\_\_\_\_

### Resident/Tenant (Adult) Name(s) Information:

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

**Tenant Email:** \_\_\_\_\_

### Resident/Tenant (Children) Name(s) Information:

1. \_\_\_\_\_ Age: \_\_\_\_\_

2. \_\_\_\_\_ Age: \_\_\_\_\_

3. \_\_\_\_\_ Age: \_\_\_\_\_

4. \_\_\_\_\_ Age: \_\_\_\_\_

I, the undersigned, acknowledge and agree prior to the issuance of a Pool Pass and Gate Key to the following:

- The Pool Pass and Gate Key are the Property of the 2000 Watermark Association.
- The Pool Pass must be present while in the Pool area at all times. Failure to possess the issued Pool Pass may result in Trespassing Charges being filed
- The Pool Pass and Gate Key may be revoked at any time for any Violation of any Rules and/or Regulations of the 2000 Watermark Association.
- The replacement cost for any lost or stolen Pool Pass and/or Key is \$25 and payable by the homeowner.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**\* ADMINISTRATIVE USE ONLY \***  
Key/Pass Issued Date: \_\_\_\_\_ Issued by: \_\_\_\_\_



## **RULES VIOLATION / FINE ASSESSMENT PROCEDURES**

1. If you are a witness to an alleged violation of Association Rules, in order for an investigation to be initiated, a written statement detailing the alleged violation must be presented to the Property Manager and explained in detail along with any witnesses who may have been present and/or observed the alleged violation.
2. Within five (5) business days of receipt of a Rules Violation Form, the Property Manager shall begin an investigation into the allegations and make a determination as to whether or not an actual violation may have occurred. This will be done by reviewing the governing By-Laws as well as the Rules and Regulations of the Association.
3. If it is determined that a potential violation has occurred, the Property Manager shall notify the affected homeowner in writing stating the alleged violation in which the homeowner shall be given five (5) business days to respond and/or rebut the alleged violation.
4. Upon receipt of a response, the Property Manager shall notify the Board of Directors who shall, within ten (10) business days schedule a Special Meeting of the Board of Directors unless a regularly scheduled meeting is already scheduled to give the alleged violator an opportunity to rebut the charge(s) in person to the Board of Directors.

In the event the homeowner fails to respond to the Notice of Rules Violation notice within the designated timeframe, the complaint shall be forwarded to the Board of Directors without any such rebuttal and the alleged violating homeowner shall have waived their right to appear in person.

5. Should a majority of the Board of Directors determine the violation to be true, the Board shall, by Resolution, assess such penalty or fine against the homeowner as determined by the Board. In the event the Board determines no violation was committed or if not enough evidence is provided to support the alleged violation, the Board shall by a simple majority vote to dismiss the complaint which shall cause the Property Manager to notify all parties thereto in writing.



## **PARKING REGULATIONS**

Parking in our Watermark Community was designed to allow two vehicles per unit, one to be parked inside the garage and a second to be parked on the apron (driveway).

1. All vehicles must be registered with the Association. Registration shall consist of providing a copy (or copies) of any current Vehicle(s) Registration card(s) for current occupant(s) of the unit to the Property Manager and shall be updated each year upon expiration of said vehicle(s) registration.
2. Each unit shall be permitted to park one additional vehicle on the street in addition to the parking apron. Any resident wishing to park more than one vehicle on the street shall be required to park the other vehicle at the Clubhouse parking area.
3. Any vehicle parked on any sidewalk, grassy area, fire lane or double parked at any curb space will be towed at the owner's expense without notice.
4. Any non-operable vehicle shall not be parked in front of a unit, in the driveway of a unit, or remain on the property. This includes expired tags and flat tires. Any vehicle parked for any extended period and not moved, shall be subjected to #9 of this Regulation.
5. Boats, trailers, campers, or any commercial vehicle (exceeding ¾ ton bed capacity) are forbidden on the complex parking areas.
6. Homeowners must arrange for their guest's parking. A guest may use the homeowner's parking space or the Clubhouse parking area. No long-term parking is permitted at the Clubhouse by guests.
7. All traffic and parking signs are to be observed, the speed limit on all roads in the complex shall be 10 mph.
8. The operation of any motorized vehicles off the paved areas of Watermark Place is strictly prohibited.
9. Any violation of the Parking Regulations will receive an initial 24-hour Notice to Correct after which time failure to comply will result in the violating vehicle being towed at the owner's expense without further notice or notification and continued violations may result in a fine being assessed by the Board of Directors.



## **ARCHITECTURAL CONTROL RULES AND REGULATIONS**

The following is a consolidation of the Master Deed regulations in regard to the responsibilities of the homeowner as it applies to the Architectural Committee. For a more detailed description please refer to Article X, Sections 1-7 on pages 30-33 of your By-Laws.

1. Except for the original construction and for the purposes of proper maintenance and repair, it shall be prohibited for any Co-Owner (Watermark owner) to: install, erect, attach, apply, paste, hinge, screw, nail, build, alter, remove, or construct and lighting, shades, screens, awnings, patio or balcony or deck covers, fences, walls, aerials, antennas, radio or television broadcasting or receiving devices, slabs, sidewalks, curbs, gutters, patios, balconies, porches, driveways, walls, or to make any change or otherwise alter (including any alteration in color) in any manner whatsoever to the exterior of any Townhouse Dwelling or upon any of the Common Elements within the Condominium or to combine or otherwise join two or more Townhouse Dwellings, or to partition the same, or to remove or alter any window or exterior doors until the complete plans and specifications, showing the location, and any other information specified by the Board of Directors or its designated committee shall have been submitted for approval in writing.
2. The committee shall be composed of an uneven number of three or more persons. The affirmative vote of a majority of the Committee members shall be required in order to adopt or promulgate any rule or regulation, or to issue any permit, consent, authorization or approval.
3. Upon the approval by the Committee of any plans and specs, a copy of such shall be deposited among permanent records of the Committee and a copy shall be returned in writing to the applicant, bearing such approval. If the Committee does not act on any plans and specs within 90 days of submittal, the majority vote of the Board of Directors shall constitute approval or disapproval.
4. Once plans and specs are approved, construction designated here under shall start within thirty (30) days following date of the Committees approval and shall be substantially completed within thirty (30) days following date of commencement, or longer if the Committee specifies in its approval.

In the event construction is not started within thirty (30) days then approval shall be deemed lapsed and plans and specs shall be deemed not acceptable until resubmitted.

There shall be no deviations from approved plans and specs as approved by the Committee.

5. At the request of the Watermark owner, after completion of construction, the Committee will issue a certificate of compliance which shall be prima facie evidence that was in fact completed in accordance and in full compliance with the provision of Article X.
6. The Committee may from time to time adopt and promulgate such rules and regulations regarding the form and content of plans and specs to be submitted for approval. The Committee may publish such statements of policy, standards, guidelines and establish such criteria relative to architectural styles or details.

The Committee may charge and collect a reasonable fee for the examination of any plans and specs.



The decisions of the Committee shall be final except that any owner who is aggrieved by any action by the Committee may appeal the decision, at the request of the owner, to the Board of Directors.

7. Upon approval by the Committee, all plans and specifications will be turned over to the Board of Directors for review and final approval. In the interim period, which shall be no more than seven (7) days, the Board of Directors shall either:
  1. Concur with the Committee's decision, or
  2. Reject the plans and specs as approved by the Committee.

Upon concurrence (or the lapse of seven (7) days) by the Board of Directors, construction may be commenced.

Upon rejection, all plans and specs shall be returned to the homeowner for changes and to be resubmitted to the Architectural Control Committee.

## **HOMEOWNER RESIDENTIAL RENTAL POLICY**

In accordance with ARTICLE IX, USE RESTRICTIONS, Section 3. Leasing. of the governing By-Laws:

*No portion of any Townhouse Dwelling, (other than the entire Townhouse Dwelling) shall be leased for any period. Any owner of any Townhouse Dwelling who shall lease such Townhouse Dwelling shall, promptly following the execution of any such lease, forward a conformed copy thereof to the Board of Directors. All leases shall be in writing. Any such lease shall contain a provision to the effect that the rights of the tenant to use and occupy the Townhouse Dwelling shall be subject and subordinate in all respects to the provisions of the Master Deed and these By-Laws and to such other reasonable rules and regulations relating to the use of the Common Elements, or other "house rules", as the Board of Directors may from time to time promulgate and shall provide, further, that any failure by the tenant to comply with the provisions of such documents shall be a default under the lease. ... No Townhouse Dwelling within the Condominium shall be rented for transient or hotel purposes or, without the prior written approval of the Board of Directors, for any period less than six (6) months.*

In addition to the foregoing governing By-Laws requirement regarding Leasing, as required by City of Columbia Ordinance No.: 2015-099 as amended, with an enactment date of July 1, 2016, each homeowner shall provide to the Board of Directors, or its designee, a copy of the Rental Permit issued by the City of Columbia Police Department within 30 days of issuance.



Failure to provide said Rental Permit along with a properly executed Lease Agreement with the above stipulation of default inclusion shall be assessed a fine of \$50 per month that said documents are not provided to the Association and/or its designated representative.

## **PROHIBITED USES AND NUISANCES**

The following excerpts are from our governing By-Laws, Article IX, Use Restrictions, Section 4.:

- **Obstruction.** The entryways, driveways, sidewalks, lawns, (front or rear) and all other Limited Common Elements of the Condominium (other than the patios, decks, or balconies) shall not be obstructed, encumbered, or used for any purposes other than ingress and egress to and from the Condominium and/or Townhouse Dwelling and other purposes for which they are intended and no carriages, bicycles, mopeds, wagons, carts, chairs, benches, tables, toys, or other objects, or things regardless of the nature thereof shall be left or stored therein.
- **Storage.** Personal property of the Co-Owners shall be stored in their respective Townhouse Dwelling.
- **Articles.** No garbage cans, supplies, bottles, or other articles shall be placed in the front or rear lawns, on the decks or balconies, patios, sidewalks, driveways, on any other Limited or General Common Elements of the Condominium, nor shall lines, cloths, or clothing be shaken or hung from any windows, doors, decks or balconies, or patios, or exposed on any part of the windows, doors, or decks or balconies, patios, or exposed on any part of the Limited or General Common Elements.
- **Debris.** All Limited and General Common Elements shall be kept free of rubbish, debris, garbage, or unsightly material.
- **Trash.** Refuse, rubbish, and garbage shall be deposited of and in a manner provided for and not placed outside on the streets, driveways, sidewalks, lawns, balconies or decks, patios, etc.
- **Employees of the Association.** Employees of the Association (if any) shall not be sent out of the Condominium property by Co-Owners at any time for any purpose other than by the Board of Directors. Neither shall employees of the Association come in and service or repair or replace items that are the responsibility of the Co-Owners while working for the Association.
- **Noises.** No Co-Owner shall make or permit any disturbing noises in the Limited or General Common Elements and/or his Townhouse Dwelling by the Co-Owner, his family, servants, employees, agent, visitors, guests, invitees, licensees, tenants, or lessees, nor do or permit to be done by such persons anything that will interfere with the rights, comfort, or convenience of the remaining Co-Owners or occupants. No



Co-Owner shall play any musical instrument, phonograph, radio, tele-vision, or sound amplifier in such a manner or volume so as to disturb or annoy any other Co-Owner or occupant.

- Advertisements. No ads, signs, posters, or advertisement of any kind shall be posted on the walls, windows, or doors of the interior or exterior of any Townhouse Dwelling or upon the Limited or General Common Elements of the Condominium.

Under no circumstances will signs offering the Townhouse Dwellings for rent or sale be posted on the interior or exterior of the Townhouse Dwellings or upon the Limited or General Common Elements except in form and in such location as provided by the Board of Directors. The provisions of this subsection shall not be applicable to the Grantor or institutional holder of any first mortgage which comes into possession of any Townhouse Dwelling by reason of any remedies provided by law or in such mortgage or as a result of a foreclosure.

- Air Conditioning Units. No Co-Owner shall install or cause to be installed window units or wall air conditioning units. Only condenser units tied into an approved system and approved in writing by the Board of Directors of the Association may be installed.
- Hazard. Nothing shall be done or maintained in any Townhouse Dwelling or upon any Limited or General Common Element which will increase the rate of insurance on any Townhouse Dwelling or on the Limited or General Common Elements, or result in the cancellation thereof, without the prior written approval of the Board of Directors. Nothing shall be done or maintained in any Townhouse Dwelling which would be in violation of any law. Barbecuing is prohibited upon all decks or balconies and in any Townhouse Dwelling.
- Wiring. No radio or television or C.B. installation or other wiring shall be installed without the written consent of the Board of Directors of the Association. Any installation or wiring made without consent is liable to be removed without notice and at the cost of the Co-Owner for whom such wiring was installed.
- Exterior Walls and Decks or Balconies. No Co-Owner shall paint, modify, attach to, or improve the exterior walls, decks or balconies, patios, entryways, or doors to his Townhouse Dwelling except with previous written consent of the Board of Directors of the Association.
- Awnings. No blinds, shades, glass, jalousies, ironwork, screen, awnings, panels, or covering shall be affixed or attached to the outside of the Townhouse Dwelling or the exterior windows, doors, decks or balconies, patios, entryway or garage without the previous written consent of the Board of Directors of the Association.



- Use of Common Elements. Each Co-Owner, tenant, or occupant of a Townhouse Dwelling may use the elements held in common in accordance with the purpose for which they are intended, without hindering or encroaching upon the lawful rights of the other Co-Owners, tenants, or occupants.

Any violations of these preceding rules shall be sufficient to bring judicial action against the violator. Action can be filed by the Board of Directors on behalf of the Co-Owners and the Board shall be entitled to recover any reasonable court costs and attorney fees from the violator, which sum shall be charged to the same extent, force, and effect as if the charge were a part of the common expense.

## **MAINTENANCE**

The following excerpts are from our governing By-Laws Article XIII, MAINTENANCE:

Section 1. Association Responsibilities. The Association shall maintain, repair, and replace as a common expense all Limited and General Common Elements, including but not limited to the General Common Elements contributing to the support of any building which portion shall include, but not be limited to load bearing columns and load bearing walls, roofs, etc.; all conduits, ducts, plumbing, wiring, and other facilities for furnishing of the utility services that serve two (2) or more Townhouse Dwellings (if any), or ingress and egress contained in any and all portions of the Limited or General Common Elements. All incidental damages caused to a Townhouse Dwelling or Limited Common Element by such work by the Association shall be promptly repaired by the Association.

Section 2. Co-Owners Responsibilities. Except for maintenance requirements herein imposed upon the Association, the Co-Owner of any Townhouse Dwelling shall at his own expense maintain the interior of the Townhouse Dwelling and any and all equipment, appliances, fixtures, windows or doors-therein situate and its other appurtenances, including, without limitation an deck or balcony to such Townhouse Dwelling, patio area, entryway, garage, or fencing reserved for the exclusive use of the Co-Owner of a particular Townhouse Dwelling in good order, condition, and in a clean and sanitary, Including or in addition to the foregoing, the Co-Owner Dwelling shall at his own expense maintain, repair or condition, In-of any Townhouse replace secondary electrical fixtures and lines, and heating and air conditioning equipment, whether within or without the Townhouse Dwelling so long as it serves one Townhouse Dwelling, light fixtures, refrigerators, hot water heaters, dishwashers, disposals, ranges, indoor/outdoor carpeting on deck or patio (if any), and/or other equipment that may be in or appurtenant to such Townhouse Dwelling. Secondary electrical fixtures, lines, and plumbing lines mean those systems which serve one Townhouse Dwelling alone. Primary electrical fixtures and lines (and plumbing lines) shall be repaired by the Association. The exterior portion of outside doors (including doorbells and doorknockers), outside doorframes, door runners, windows and screens adjacent to the





Townhouse Dwelling shall be the Co-Owner's responsibility. The Co-Owner of any Townhouse Dwelling shall also at his own expense maintain any other Limited Common Elements which may be appurtenant to such Townhouse Dwelling and reserved for his exclusive use in a clean, orderly, and sanitary condition. Provided, how-ever, that it shall not be the responsibility of the Co-Owners to replace if the insurance policy or policies owned by the Association insure such casualties; in which event, the responsibility for replacement will be the Association's.

Easements are reserved through each of the Townhouse Dwellings or Limited Common Elements for the benefit of any adjoining Townhouse Dwelling as may be required for structural repair and for electrical lines and conduits, heating, air conditioning and ventilating ducts, water lines, drain pipes and other appurtenances to such utility systems in order to adequately serve each of such.

There is reserved to the Association, or its delegate, the right to entry to any Townhouse Dwelling and an easement for access therein, when and as necessary, in connection with any repairs, maintenance, or construction for which the Association is responsible, or for which any Townhouse Dwelling owner is responsible hereunder, Any damage caused by such entry shall be repaired at the expense of the Association; provided, however, that if such entry is made to perform any obligations for which the Townhouse Dwelling owner is responsible, such entry and all work done shall be at the risk and expense of such Townhouse Dwelling owner. If it becomes necessary to enter any Townhouse Dwelling, attempts will be made to notify the Townhouse Dwelling owner and to make said entry at reasonable hours, if possible.

The Board of Directors may charge each Townhouse Dwelling owner for the expense of all maintenance, repair or replacement to the Limited or General Common Elements rendered necessary by his act, neglect or carelessness, or the act, neglect or carelessness of any member of his family or employees, agents, licensees or lessees. The payment and collection of any charge made pursuant to the foregoing provisions shall be in accordance with the terms providing for payment and collection of assessments in these By-Laws and the Horizontal Property Act.

Section 3. Council of Co-Owners as Attorney-in-Fact. The Council of Co-Owners is hereby irrevocably appointed as attorney-in-fact for the owners of all the Townhouse Dwellings in the Condominium, and for each of them, to manage, control and deal with the interests of such Townhouse Dwelling owners in the Common Elements of the Condominium so as to permit the Council of Co-Owners to fulfill all of its powers, functions and duties under the provisions of the Horizontal Property Act, the Master Deed, and the Ry-Laws, and to exercise all of its rights thereunder and to deal with the Condominium upon its destruction and the proceeds of any insurance indemnity, as hereinelsewhere provided. The foregoing shall be deemed to be a power of attorney



coupled with an interest and the acceptance by any person or entity of any interest in any Townhouse Dwelling shall constitute an irrevocable appointment of the Council of Co-Owners as attorney-in-fact as aforesaid.

Section 4. Windows and Doors. The owner of any Townhouse Dwelling shall, at his own expense, clean and maintain both the interior and exterior surfaces of all windows of such Townhouse Dwelling and shall, at his own expense, clean and maintain both the interior and exterior surfaces of all entry doors of the Townhouse Dwelling, including the interior and exterior surfaces of any door leading to any deck or balcony, patio, fenced area, parking apron, lawn or the like appurtenant to such Townhouse Dwelling and designated herein or in the Master Deed or the Condominium Plat as a Limited Common Element reserved for the exclusive use of the owner of that particular Townhouse Dwelling. Notwithstanding the provisions of this section, the Board of Directors may resolve to clean the exterior surfaces of all windows in the Condominium at common expense in accordance with a schedule to be determined by the Board of Directors.

Section 5. Easement of Utilities and Related Purposes. The Council of Co-Owners is authorized and empowered to grant (and shall from time to time grant) such licenses, easements and rights-of-way for sewer lines, water lines, electrical cables, telephone cables, gas lines, storm drains, overhead or underground conduits and such other purposes related to the provision of public utilities to the Condominium as may be considered necessary and appropriate by the Board of Directors for the orderly maintenance, preservation and enjoyment of the Common Elements or for the preservation of the health, safety, convenience and welfare of the owners of the Townhouse Dwellings or the Grantor.

Section 6. Limitation of Liability. The Council of Co-Owners shall not be liable for any failure of water supply or other services to be obtained by the Council of Co-Owners or paid for out of the common expense funds, or for injury or damage to person or property caused by the elements or resulting from electricity, water, snow or ice which may leak or flow from any portion of the Common Elements or from any wire, pipe, drain, conduit, appliance or equipment. The Council of Co-Owners shall not be liable to the owner of any Townhouse Dwelling for loss or damage, by theft or otherwise, of articles which may be stored upon any of the Common Elements. No diminution or abatement of common expense assessments, as hereinelsewhere provided, shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the Common Elements, or to any Townhouse Dwelling, or from any action taken by the Council of Co-Owners to comply with any law or ordinance or with the order or directive of any municipal or other governmental authority.



## **COMPLIANCE AND ENFORCEMENT**

In the event of Master Deed, By Law, or Rules and Regulations violations, the Association shall give written notice to the owner and then if the action continues for thirty days the Association may elect to pursue:

1. A legal action for damages.
2. A legal action to enforce performance (Injunction)
3. An action for other relief.

Violations deemed dangerous to health or peace shall result in immediate legal actions.

In most cases the defaulting owner shall bear the court costs of enforcement by the Association. (See By-Laws, Article VIII, pp. 22-23)

### **PETS**

Pets shall be kept or maintained in the Condominium Townhouse Dwellings only if the Co-Owner is granted a conditional license to maintain one (1) pet by the Association. Such a license will be granted subject to the following conditions and reservations:

1. All pets must have a City of Columbia Pet License and a copy of such license shall be provided to the Association.
2. All pets must always be leashed while on Association property in addition to any waste must be picked up and properly disposed of.
3. It shall be the responsibility of the Co-Owner to pay for any and all costs involved in restoring to the original new condition any damage caused to the Condominium property by the Co-Owner's maintenance of a pet.
4. A Co-Owner shall be financially responsible for any personal injury or personal property damage caused to any Co-Owner, tenant, guests, employee of the Association, or to any member of the public as a result of the Co-Owner's maintenance of a pet.
5. Pets shall not be permitted in the clubhouse, upon the tennis courts, or in or near pool or pool deck under any circumstance. Pets must not be curbed near the buildings, walkways, shrubbery, pool area, gardens, planting areas, open areas, or other public space, and pets must be walked off the Condominium property.
6. Guests, tenants, and visitors of a Co-Owner shall not be permitted to bring any pets onto the Condominium property.
7. The Board of Directors may, upon their sole determination, revoke or terminate the above conditional license if a pet is either vicious or is annoying other Co-Owners or occupants or is otherwise a nuisance.



## **PET WALKING GUIDELINES**

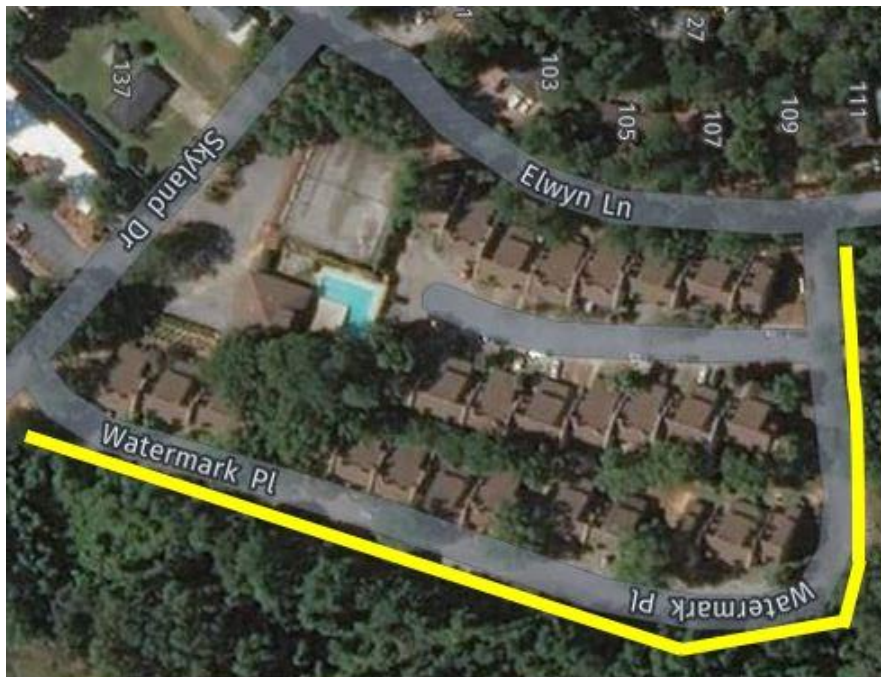
The governing By-Laws state in Article IX, Section 4. Prohibited Uses and Nuisances. H. Pets. Pets shall be kept or maintained in the Condominium Townhouse Dwellings only if the Co-Owner is granted a conditional license to maintain one (1) pet by the Association. For purposes of this clause, a City of Columbia Pet License shall constitute a conditional license which must be renewed annually with the City of Columbia. Failure to obtain (or renew) a License from the City of Columbia shall be considered a violation of this clause and the Board of Directors may take action directing the removal of the animal.

Due to safety concerns of our residents, all animal walking shall only take place in the designated area(s) by the Board of Directors (highlighted in yellow on the included picture). Animal walking shall not take place between buildings, behind adjoining units, in or around the Clubhouse, Pool Area or Tennis Courts.

Our governing By-Laws also state per section (5) of the above referenced article, “Guests, tenants, and visitors of a co-owner shall not be permitted to bring any pets onto the Condominium property.”

In addition to the established guidelines outlined in the governing By-Laws, “the Board of Directors may, upon their sole determination, revoke or terminate the above conditional license if a pet is either vicious or is annoying other Co-owners or occupants or is otherwise a nuisance.”

Failure to comply with these established guidelines can have the before mentioned conditional use license revoked and additional fines assessed against the homeowner.





## **PRIVACY FENCE/PATIO ENCLOSURE GUIDELINES**

Article IX, Section 4. Prohibited Uses and Nuisances. N. Exterior Walls and Decks or Balconies. No Co-Owner shall paint, modify, attach to, or improve the exterior walls, decks or balconies, patios, entryways, or doors to his Townhouse Dwelling except with previous written consent of the Board of Directors of the Association.

Article XIII, Maintenance. Section 2. Co-Owners Responsibilities state in part, "... the Co-Owner of any Townhouse Dwelling shall at his own expense maintain the interior of the Townhouse Dwelling and any and all equipment, appliances, fixtures, windows or doors – therein situate and its other appurtenances, including, without limitation, any deck or balcony to such Townhouse Dwelling, patio area, entryway, garage, or fencing reserved for the exclusive use of the Co-Owner of a particular Townhouse Dwelling in good order, condition, and in a clean and sanitary condition ..."

While each homeowner is personally responsible for the care, maintenance and upkeep of any privacy fence located at the rear of each adjoining unit, the Board of Directors has authorized the option to enclose per the following guidelines:

Patio enclosures are to be considered optional and shall be installed at the sole expense of the homeowner and must adhere to the following specifications:

1. Cleaning and maintenance (including grass cutting and maintenance) of all areas inside of the enclosure will be the responsibility of the homeowner and/or tenant.
2. Privacy fence/walls shall have a maximum height of 6 feet.
3. Any patio enclosure shall be extended no more than the rear wall of the dwelling to which it is attached or shall not exceed further than 12 feet of any building that the building does not extend outward.
4. All privacy walls and gates may be of a "shadow box" construction and shall include a 2x4 box framing with 1x6 trim caps on the top and bottom of the wall and gate sections or of a single pane fence enclosure and gate.
5. Each enclosure wall shall include a 3-4 foot outwardly swinging gate of similar construction for entry and all hinges and latches are to be made of coated black metal to prevent rust.
6. No gate shall contain a lock or be lockable and must be accessible from the outside as well as the inside at all times. Any existing gate must be brought into compliance with this stipulation.
7. Any related planter box areas or step platforms shall be constructed out of treated landscape timbers and treated deck boards.
8. No pet(s) shall be housed inside any patio enclosure.
9. All fencing and gates must be painted in a manner that matches the existing privacy fence panels (as determined by the Board of Directors) and any new fence panels must be attached to the existing shadowbox dividing walls and supported by at least one 4x4 treated post set in concrete for stability.

Maintenance and upkeep of any privacy fence and/or enclosure must be maintained at the homeowners' expense. Any fencing or enclosure deemed dilapidated by the Board of Directors shall be promptly repaired or Association will cause the repairs to be completed and charged against the homeowner in addition to a fine assessed by Resolution of the Board of Directors