

**Waterfront Plantation  
Condominium Association, Inc.**

**Rules and Regulations**

Approved by the Board of Directors on June 2, 2015  
*Revised/Approved: 11/4/15; 10/4/16;( 8/xx/18proposed)*

*By-laws of Waterfront Condominium Association*

*Article VII*

*Board of Directors*

*7.14 Powers and Duties of the Board of Directors*

*The Board of Directors shall have the power from time to time to adopt any rules and regulations deemed necessary for the benefit and enjoyment of the Condominium; provided, however, that such rules and regulations shall not be in conflict with the Act or the Condominium Instruments.....*

*In addition to the duties imposed by these By-laws, the Master Deed, the Act or by any resolution of the Association that may hereafter be adopted, the Board shall on behalf of the Association:.....*

*(6) Make and amend the rules and regulations for the use of the Condominium and all facilities and property thereof.*

*(7) Fix, impose, and remit penalties for the violation of these By-laws and rules and regulations of the Association.*

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## I. GENERAL POLICY

### **Overview**

This document provides to Unit Owners, Residents and Tenants the Rules and Regulations of the Association. The Board adopted these Rules and Regulations to promote the enjoyment of the condominium by residents, to protect the value of the Condominium Units, and to assure that Owners and Tenants know and understand the provisions in the Condominium Master Deed and Bylaws.

The adoption and enforcement of these Rules and Regulations are based on a policy of non-discrimination on the basis of race, sex, national origin, disability, religion, familial status and sexual orientation.

The quality of condominium living depends upon group effort and cooperation. Owners and Tenants are expected to exercise restraint, moderation, tolerance and consideration in their personal conduct. Owners, Tenants, and their guests must respect and act responsibly toward other persons and their property.

All Owners, Residents and Tenants must be familiar with these Rules and Regulations and should govern themselves accordingly. It is the responsibility of Owners to assure that their residents, guests, contractors, suppliers, service and delivery people are aware of and comply with the Rules and Regulations of Waterfront Plantation Condominium Association, Inc.

No Unit Owner shall direct, supervise, or, in any manner, attempt to assert control over or request favors of any employee of the Association or its contractors.

Solicitors are not allowed on the Property.

Nothing shall be done in a Unit or on the Limited Common Elements or Common Elements that could result in an increase in the Association's insurance coverage expense or violate government restrictions.

Complaints regarding management of the Association or the actions of other Unit Owners or Residents shall be made in writing to the Board or Management.

All Association assessments, including monthly regime fees are due on the first day of the month. Assessments received after the 10<sup>th</sup> day of the month shall result in a ten percent (10%) late fee on the unpaid balance. [By-Laws Article X, 10.6(a)]

### **Enforcement of Rules and Regulations**

The Association through the Board is authorized via the Condominium Master Deed and Bylaws to distribute and enforce these Rules and Regulations. It is also empowered to employ any and all remedies provided under the Master Deed and Bylaws. These Rules and Regulations are intended to be consistent with, and a further explanation of, the Master Deed and Bylaws. All provisions of the Master Deed and Bylaws shall prevail. The Board may authorize a management company to carry out selected enforcement actions, but enforcement authority remains with the Board, which shall have final discretion and authority.

Any resident may report a violation of these Rules and Regulations by submitting a written statement describing the violation to either the Management or the Board. This statement should contain the name of the alleged violator, site of the violation, nature of the violation, and the approximate date and time of the violation. The submitting party must sign any such statement. The requirement for a written statement shall be waived in the case of any observed violation that, in the reasonable judgment of the observer, appears to threaten personal injury or property damage, in which case a verbal report should be immediately made and later followed by a written report. Upon receipt of written report of a violation, the Property Manager shall send a warning letter to the Unit Owner, who has twenty-four (24) hours from the time of notification to remediate the violation prior to any penalty being imposed.

## **Penalties**

If any provision of the Master Deed or By-laws or any Association rule is violated, the Property Manager shall send the violator written notice identifying the violation and the fine(s) being imposed and advising the violator of the right to request a hearing before the Board to contest the violation or fine(s) or to request reconsideration of the fine(s). The Rules and Regulations contain a fine structure for most violations. Fine(s) may be effective or commence upon the sending of such notice or such later date specified in such notice, notwithstanding the violator's right to request a hearing before the Board to challenge the fine(s). In the event of a continuing violation, each day the violation continues or occurs again within 13 months constitutes a separate offense, and fines shall be imposed on a per diem basis without further notice to the violator.

Any expense incurred by the Board in the proper enforcement of these Rules and Regulations, the Master Deed and the Bylaws including court costs, attorney's fees and damage incurred by the Association due to the violation, shall be assessed against the Unit Owner responsible for such expenses and damages. All unpaid expenses, including interest, shall constitute a lien against the Unit.

## II. DEFINITIONS

The following terms, abbreviations and definitions apply throughout this document.

**Association:** Waterfront Plantation Condominium Association, Inc.

**Board:** The Board of Directors of Waterfront Plantation Condominium Association, Inc.

**Act:** The South Carolina Horizontal Property Act, Section 27-31-10 et. seq.

**Buildings:** The three 4-unit, two-story residential structures plus the mail kiosk, pool building, and the gazebo located on Waterfront Plantation Drive.

**By-Laws:** The By-laws of Waterfront Plantation Condominium Association, Inc. dated October 1, 1987, as amended.

**Common Elements:** All areas within the Condominium that are not located within the boundaries of a Unit.

**Condominium:** All property described in Exhibit "A" of the Master Deed.

**Condominium Documents:** The Master Deed, the By-Laws, and these Rules and Regulations.

**Condominium Unit or Unit:** One of the individually owned dwellings within the Condominium.

**DHEC:** South Carolina Department of Health & Environmental Control.

**Guest:** A person invited on the property of the Association by an Owner or Resident (includes a person who resides in a Unit for less than thirty (30) days during a calendar year).

**Lessee or Tenant:** A non-owner who resides in a Unit for more than thirty (30) days during any calendar year and is not residing with an Owner.

**Limited Common Element:** A portion of the Common Elements reserved for the exclusive use of those entitled to occupy a Unit as set forth in the Master Deed. An element of the property designed to serve a single Unit (e.g., assigned parking places, patio).

**Management:** Any management company retained by the Board to oversee daily operations of the Association and its property.

**Master Deed:** The Master Deed of Condominium for Waterfront Plantation Horizontal Property Regime dated October 1, 1987, as amended.

**Notification:** Notification is established by the time it has been sent.

**OCRM:** Office of Coastal Resource Management.

**Owner:** The title holder of record for a Unit (not necessarily the mortgage holder).

**Property:** The land and buildings of Waterfront Plantation Condominium Association.

**Property Manager:** An employee of Management.

**Resident:** A general term for an individual who occupies a Unit.

**Waterfront , WFP or WP:** Waterfront Plantation Condominium Association, Inc.

**Other Terms:** Other terms shall have their natural meanings or the meanings given in the Master Deed and/or the South Carolina Nonprofit Corporation Section 33-31-101 et. seq.

### III. ACCEPTABLE USE

#### General

- Except as otherwise provided in Section 8 of the Master Deed, Units are to be used for residential purposes only. There shall be no operation of a business from the Property without the express written consent of the Board.
- 
- The use of the Unit, including noise or activity by the resident, guests or pets, must not be a nuisance to other residents. Noise should be kept to a minimum during the day and is not permissible after 11:00 p.m. and before 9:00 a.m.
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- The setting off of **fireworks** within the community property(including the dock) is prohibited.
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- It is the Unit Owner's responsibility to keep the interior of the Unit in a good state of preservation and repair.
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- Residents are responsible for the behavior of their guests.
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- Amenities may be used by guests only when the Unit Resident is on site, unless approved by the Property Manager in advance for each occurrence.

#### Porches/Patios/Exterior

- Other than potted plants and patio furniture, no items shall be hung, draped, affixed to, or stored on a porch or patio, or on the railings of any balcony or patio, without the prior written consent of the Board. Privacy screens or screening of any type or material are expressly prohibited.
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- The Owner is responsible for the repair and maintenance of all service equipment (HVAC; interior fixtures; electric panels, lines and outlets; interior appliances, etc.), windows, screens, glass, exterior doors (except for the periodic painting of the exterior surface of the exterior doors of the Unit), floor and wall coverings. [By-Laws 9.1 (b)]
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- All porches and patios should be kept neat and attractive.
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- Patio furniture and potted plants are permitted. Bicycles, exercise equipment, household cleaning supplies and other such items are not permitted. Porches and patios may not be used for storage.
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- Beach towels, blankets, clothing, wetsuits, etc. may not be left outside to dry or air out.
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- No radio, television, or internet antenna or "dish", or any wiring for such purpose, may be attached to the exterior of any building or any other common element.

#### Parties

- Guests must be advised of the building parking restrictions prior to the party.
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- The noise levels should not disturb other residents.
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- Residents are responsible for all damage to Common Elements and to other Units caused by their guests.
- All aspects of an indoor party (guests, noise and garbage) are to be kept within the confines of the residential Unit.
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- Parties held in a Common Element (any private social gatherings of more than ten (10) people) must be scheduled with the Property Manager and must be reserved at least two (2) business days in advance of the scheduled date. No area may be reserved for any activity that would create a nuisance



or unreasonable annoyance to other residents. All parties must disband no later than 11:00 p.m. The Property Manager shall respond to requests by Email and shall announce any events to the other Unit Owners by Email.

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- See Swimming Pool (below) regarding the use of the pool area for parties

### **Swimming Pool**

- Residents and guests swim at their own risk.

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- Any **person under the age of thirteen (13)** must be supervised and accompanied by an adult over the age of eighteen (18) at all times.

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- **No glass may be used at the pool (per DHEC regulations).**

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- When leaving the pool, everything is to be returned to its proper place, including returning the umbrella to the pool house, and the gate securely latched.

### **Gazebo**

- Upon completion of use of the gazebo, everything is to be returned to its proper place and, if applicable, the light and fan turned off.

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### **Outside of the Unit**

- All shades, blinds, draperies, drapery linings and other window treatments visible from the outside must be either white lined or painted white.

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- Signs, exterior lights or markings on the Unit are prohibited.

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- No awnings or other projections may be attached to or project from the building exterior.

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- Plant holders or other projections attached to the porch railings are done so at Unit Owner's risk.

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- Grills may not be used on the wooden decking.

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- Any outdoor umbrellas used on the patios must be approved by the Board.

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- Garage doors and Unit exterior doors shall be kept closed except when in use. Unit exterior doors may be open if owner has installed an approved storm door.

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- Hurricane damage protection devices are the responsibility of the Unit Owner. However, they are to be removed immediately once the hurricane threat has passed. Any damage done to the unit during the installation or removal of the protective devices must be repaired by the unit owner at their expense. Any objects outside the Unit are to be removed by the Unit Owner if such objects could serve as wind driven missiles during such a storm.

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- Garbage and recycling receptacles are to be kept in the Unit garages. They are to be placed outside the Unit for collection by the City of Charleston no earlier than dusk of the day prior to collection and promptly returned to the Unit after collection.

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- No items may be placed or stored on the Common Elements, including underneath the former porches.

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- Newspapers shall be removed from the Common Elements the day of delivery.

**Dock and Pier-head (note: this section has been revised to conform to the marina permit )**

Access to and use of our waterfront and dock are limited to Waterfront Plantation owners and their guests.

Permanent docking of a Unit Owner's boat (motor, sail, kayak) is permissible so long as space is available. Jet skis are not permitted. The maximum boat length allowed for permanent docking is twenty feet (20'). The boat must be owned and properly registered to the Unit Owner and its registration filed with the Property Manager.

All boats, boat floats, and any other equipment must be in proper working condition and properly maintained by the owner.

Each boat slip, with or without a drive-on boat float, is for the sole use of the owner to which it is assigned. Boat slips may not be leased or loaned for use by any person other than the assigned Waterfront Plantation owner.

Each owner is solely responsible for the proper mooring of their boat. Mooring lines must only be attached to the cleats adjacent to the boat and may not interfere with walking space, access to the swim ladder(s), or to the kayak racks.

Owners who chose to attach a drive-on boat float to the dock, may only use an unsinkable float with a nonslip polyethylene shell and solid foam core. Specific floats approved by the HOA are the Safe Haven Retreat 2 and Retreat 2 hybrid(solar pump).

All requests for the addition of boat floats or kayak racks must be submitted in writing to the Board and approved prior to installation. Approval is dependent on space available. The Unit Owner is responsible for reimbursing the HOA for the costs of any required legal permits and assumes all installation costs.

When a Unit Owner no longer has need for their boat float or kayak rack, ownership may be transferred to another Unit Owner or to the HOA with permission of the Board, or must be removed, leaving the dock in the same condition as prior to the equipment addition.

The dock ladder(s) must be returned to the upright position immediately after use.

The dock hose must be retracted into the hose box when not in use and the water turned off both at the bottom of the ramp and next to the gazebo.

No dock storage boxes may be affixed to the dock. No storage boxes, coolers, bait buckets, crab-traps, or any other equipment may be left on the dock in an owner's absence. Clothing and towels may not be hung on the boats or left on the dock. No items may be left lying on the dock after departure.

No **person under the age of fourteen (14)** shall be permitted on the dock unless wearing an approved PFD and immediately supervised and accompanied by an adult over the age of eighteen (18). PFDs are recommended for all other persons using the dock.

Space permitting, guests of Unit Owners may dock their boat for up to forty-eight (48) hours in the dock areas specifically designated for guest boats.

Anyone fishing from the dock is required to have a fishing license per DHEC regulations.

Boat owners are responsible for any damage caused by their boat, including but not limited to damage to other boats and/or other property.

Waterfront Plantation HOA shall not be liable for any personal injury or property damage to a owner or to the boat owner's relatives or guests that may arise out of the use of the dock, pier-head, or walkways. A unit owner requesting use of a boat slip will be required to sign an agreement provided by the HOA which will indemnify and hold harmless the HOA from such claims.

**All of the above rules apply to guests and their boats.**

**\*\* ALL SWIMMERS MUST BE AWARE OF RISKS FROM STRONG CURRENTS IN THE ADJACENT WATERS AND SWIM AT THEIR OWN RISK! \*\***

**Fines**

- Any violation of the acceptable uses will be subject to the following:
  1. 1<sup>st</sup> occurrence a warning letter will be provided to the Unit Owner by the Property Manager.
  2. Subsequent occurrences: a fine in the amount of Twenty-Five Dollars (\$25.00) shall be assessed against the Unit Owner for any second offense and the fine shall be doubled, and continue to be doubled, for each subsequent violation.

## IV Parking

### General

- Residents **may only** park in their assigned Limited Common Element parking spaces.
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- Each Owner or occupant who keeps a vehicle, and/or personal property in the vehicle or in the parking space does so at his or her own risk.
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- Boat, trailer, camper, and motor home parking is prohibited.
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- No overnight parking of vehicles with commercial signage on display is allowed.
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- Waterfront Plantation Drive is a private road maintained by the Association. Large trucks, trailers, dumpsters and other vehicles can cause damage to the roadbed, curbs, and landscaping. With the exception of government and emergency vehicles, Unit Owners are responsible for vehicles providing services to their Unit.
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- There shall be no parking in turn spaces or on the grass.

### Assigned Spaces

- Each Unit has three (3) parking spaces: 1) in the garage, 2) the space in front of the garage door, and 3) either a second space directly in front of the Unit or across the driveway, indicated by the Unit number.
- Any vehicle parked in the assigned space of another resident may be towed at the expense of the vehicle's owner.

### Vehicle Registration

- Only currently licensed automobiles, SUVs and pickup trucks in working order are permissible.

### Guest Spaces

- Guest designated parking spaces are for use only by guests of residents. Owners/residents with additional cars **are not permitted** to use these spaces for personal use.

### Permitted Use

- No vehicle may be left unattended in the entry/exit lanes to the Property, grassy area, fire lanes, or in the lanes of the garage or in any other manner that creates a hazardous condition.
- Any vehicle parked in these areas may be towed immediately by the Board or Management without notice to the vehicle's owner and at the owner's expense.
- Vehicles may not be repaired on Association property except in cases of emergency.

### Reporting Violations

- Residents should document a parking violation in writing.

### Fines

- Violation of parking rules:
  1. 1<sup>st</sup> occurrence: a warning letter will be provided to the Unit Owner by the Property Manager.
  2. Subsequent occurrences: a fine in the amount of Twenty-Five Dollars (\$25.00) shall be assessed against the Unit Owner for any second offense and the fine shall be doubled, and continue to be doubled, for each subsequent violation.

## **V. BICYCLES, SCOOTERS, AND MOTORCYCLES**

Bicycles, scooters, and motorcycles and must comply with the following regulations.

### **General**

- The Association and its agents accept and maintain no responsibility or liability for theft, damage, or accidents to or from an owner's bicycle, scooter or motorcycle. All risk and liability remains solely with the bicycle, scooter or motorcycle owner, who should maintain adequate insurance coverage for such potential occurrences.

### **Bicycles**

- Bicycles must be stored within the resident's Unit, but not on the Unit's patio or porch.

### **Scooters & Motorcycles**

- Scooters and Motorcycles may only be stored/parked in the resident's reserved parking space.
- Scooters and Motorcycles must comply with the same rules as automobiles (see Parking).

## VI. PETS

### **General:**

- Allowable pets are dogs, cats, fish, and birds.
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- All dogs and cats must have all required shots and immunizations.
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- The maximum number of pets per Unit (other than fish) is two pets at any time, including those of guests.
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- A pet may not be kept or bred for commercial purposes.
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- No pets that endanger the health, safety or unreasonably disturb other residents may be kept on the property. No pet aggression shall be tolerated and that pet must be immediately removed from the Property.
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- All complaints regarding a specific pet must be made in writing and sent to the Property Manager and copied to the Board President.
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- All pets must be kept under control at all times, meaning on a leash, held or in a carrier, when outside the Unit, unless in a designated “off leash” area.
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- Pets may not be tied to any portion of the Property, confined in or left unattended in the Common Elements or Limited Common Elements. No outside pet structures are permitted.
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- Pets are not allowed in the swimming pool enclosed area.
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- Owners must remove their pet’s feces from the Common Elements or Limited Common Elements immediately and dispose of it appropriately.
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- Feeding of any animal is prohibited anywhere in the Common Elements or Limited Common Elements; this includes birdfeeders.
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### **Guests:**

- Owners are responsible for apprising their guests who bring pets to Waterfront Plantation of the pertinent aspects of our Pet Policy, such as control/leash rules, the off-limit areas (including the swimming pool and all planted/mulched beds), location of the “walking areas”, and the removal of pets’ waste.

### **Pet Walking Area:**

- Designated pet walking areas are the two large open areas on either side of the entrance drive.
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- Pet walking areas do not include any lawns, landscaped, or mulched areas.
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- It is the responsibility of each pet owner to maintain control of his/her pet if they choose to take them “off-leash” in these areas.

### **Violations, Fines & Disciplinary Actions:**

- Residents are responsible for any damage to the Common Elements or Limited Common Elements caused by their pets or those of their guests. This responsibility includes replacement, repair, cleanup, and associated labor costs.

- **Violations not involving damage** (i.e. barking, noise, roaming unattended, whining, etc.)
  1. 1<sup>st</sup> occurrence: a warning letter shall be provided to the Unit Owner by the Property Manager.
  2. Subsequent occurrences: a fine in the amount of Twenty-Five Dollars (\$25.00) shall be assessed against the Unit Owner for any second offense and the fine shall be doubled, and continue to be doubled, for each subsequent violation.
- **Violations that involve damage:**
  1. 1<sup>st</sup> occurrence: a fine in the amount of Twenty-Five Dollars (\$25.00) shall be assessed against the Unit Owner.
  2. Subsequent occurrences: the fine shall be doubled and shall continue to be doubled for each subsequent violation.
  3. The Unit Owner shall be responsible for all costs associated with damages, including replacement, repair, clean up, and associated labor costs.
- **Pets determined to be a nuisance or a danger:**
  1. A pet that is determined by the Board to be a **nuisance** shall be removed from the Property after the 3<sup>rd</sup> violation.
  2. A pet that is determined by the Board to be a **danger** shall be removed from the Property immediately.
  3. An appeal to the Board may be made in writing within 72 hours after issuance of a notice to remove the pet from the Property.

**ALL RESIDENTS WHO HAVE PETS OR ANTICIPATE HAVING PETS WITHIN THE PROPERTY MUST SIGN A COPY OF THE PET POLICY AND AGREE TO ABIDE BY IT.**

?? (note: have we ever done this?)

## VII. GROUNDS AND LANDSCAPING

- Any yard debris should be in City of Charleston approved paper bags and placed out by Maybank Highway in the designated area to the west of the Property entrance for pick up by the city.
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- Unit Owners may plant and maintain decorative annuals or perennials (non-woody plants) in the existing beds adjacent to their Unit as long as they do not disturb or obstruct the shrubbery or trees planted and maintained by the Association. They must be kept away from the building, kept low and in proportion to the surrounding landscape, and not obstruct the view from other Units. **The Association takes no responsibility for the care, maintenance, loss, or damage to the decorative plants under any circumstances and may remove plants considered inappropriate.**
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- Planting vegetables is not allowed except in pots on the Unit's patio or porch.
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- Residents may cover plants to ward off frost damage but must remove the covers as soon as the frost threat for that daily period is over. Covers must be stored inside the Unit.
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- Any proposed landscaping changes must be submitted in writing (including a design plan and specifications) to Management for approval by the Board. Changes shall be reviewed for consistency with existing and planned landscaping and required maintenance. The approved purchase and installation of specially requested changes shall be the responsibility of the Unit Owner(s) making the request.

### **Fines**

- Failure to obtain approval of landscape changes:
  1. 1<sup>st</sup> occurrence: a warning letter shall be provided to the Unit Owner by the Property Manager.
  2. Subsequent occurrences: a fine in the amount of Twenty-Five Dollars (\$25.00) shall be assessed against the Unit Owner for any second offense and the fine shall be doubled, and continue to be doubled, for each subsequent violation.



## VIII. MOVING AND DELIVERIES

### **Moving, or Large Furniture/Appliance Deliveries (Household effects that cannot be hand carried.)**

Moving is permitted 8:00 a.m. to 8:00 p.m., Monday through Saturday.

- Moving is not permitted on Sunday.
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- A resident moving is responsible for any damage to common elements caused by the process of that moving.
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- Vehicles involved in the move must not block ingress or egress to Units.

#### **Fines:**

- Moves continuing after 8:00 p.m. shall result in a fine of Fifty and No/100 Dollars (\$50.00) per additional half hour.

## **IX. CONSTRUCTION**

Construction in a condominium has its own peculiarities. The following rules are to maintain the structural integrity of the buildings and balance the residents' quiet enjoyment of the buildings with the construction needs of the Owners.

### **Construction by Owners**

- No unit owner may make or cause to be made any structural alteration, addition, or modification to their unit or to any common element thereof without the prior written consent of the Board .

Upon approval of such alteration, the Board shall have the right to require their approval of any involved contractor or subcontractor. This approval may require evidence of current worker's compensation insurance and general liability insurance.

In the case of structural modifications or alterations to a unit, the Board shall have the right to require their approval of appropriate, professionally prepared construction plans and specifications, and the professional credentials of the architect and/or contractor responsible for those plans.

No structural or load-bearing wall or column may be modified in any manner, without Board approval.

### **Construction by Tenants**

- No tenant may make any modifications to the Unit they are occupying without the expressed written permission of the Unit Owner and, where necessary, the Board. Tenants are subject to the
- same restrictions described in the Condominium Documents as the Owners, and Owners may not permit Tenants to violate these restrictions. Owners are liable for all damages done to any other unit(s), common element(s), or the modified property due to construction undertaken by their tenants.

### **Prohibited**

- No Owner may undertake or permit construction that shall place the building, other Units, other common elements, Unit Owners or the Association at risk.

### **Examples of renovations that require Board approval**

The following list, while not all-inclusive, is meant to illustrate the types of renovations that must receive the Board's approval:

- Any alteration which includes connecting to a Common Element pipe, line, conduits and/or other apparatus for access to common utilities.
- Any alteration that protrudes through the walls, bottom floor, or roof of any building (e.g. wiring, piping, or vents)
- Painting or otherwise decorating or changing the appearance of the exterior of the building, including exterior doors and or garage door.

Where there is an exterior light fixture attached to the exterior of a unit, the owner may not change that fixture.

On the waterside of units 101 thru 112 the Board has specifically limited outside lighting to the Sonneman shear large outdoor LED wall sconce(bronze finish).

The installation of a tankless water heater and its connecting pipes, wiring, and vents must follow all relevant building codes. All aspects of its installation, including its location and exterior vent appearance must be approved in advance by the Board.

### **Construction Procedures**

#### **Construction Hours**

- Construction that can be heard outside a Unit (e.g., hammering, sawing, drilling and demolition) may be performed between 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding national holidays.
- Exceptions to the above hours must be approved by the effected neighbors.
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- The Unit Owner is responsible for the safe disposal of all paint and construction materials.
- The Common Elements may not be used for the storage of construction materials, tools, or for the performance of work.

#### **Permits**

- Owners are responsible for obtaining the required governmental inspections and permits.

#### **Protection of Common Elements**

- The Owner is responsible for insuring that no damage is done to any portion of the Common Elements, including the roof.

**IF A RESIDENT(OWNER OR TENANT) VIOLATES THE RULES RELATED TO PROHIBITED CONSTRUCTION OR CONSTRUCTION REQUIRING APPROVAL, THE ASSOCIATION HAS THE RIGHT TO REQUIRE THE RESIDENT TO RESTORE THE PROPERTY TO THE PRE-CONSTRUCTION CONDITION. ANY COST INCURRED SHALL BE THE RESIDENT'S EXPENSE. IF THE RESIDENT REFUSES TO CORRECT THE SITUATION, THE ASSOCIATION HAS THE RIGHT TO REMEDY THE VIOLATION AT THE OWNER'S EXPENSE.**

## X. INSURANCE

Waterfront Plantation Condominium Association, Inc. maintains general property insurance and various types of liability insurance.

### **Claims**

- Claims against the Association should be presented to the Board, not filed directly with the insurance company.

### **Association's Insurance Policy**

- Unit Owners should refer to the Association's insurance policy to verify what coverage it provides when obtaining additional coverage for their unit.

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### **Unit Owner's Insurance Needs**

- A Unit Owner needs a condominium owner's policy, also known as an **HO-6**, to pick up coverage for the Unit Owner's personal property, furniture, additional living expenses (in the event his/her Unit is uninhabitable due to a covered claim), all upgrades, improvements and betterments and personal liability.

In older communities, it may be difficult to differentiate between the original specifications of his/her Unit and subsequent improvements that were made. In cases where the Owner is uncertain about his/her needs, the Owner should consult with his/her personal insurance agent about adding an estimated amount of insurance coverage to the **HO-6** policy.

- The Association master policy carries a deductible. In the event of a claim, the Association may seek to recover the deductible from Unit Owners involved in the claim. The Unit Owner's obligation to pay the deductible may be offset by the Unit Owner's **HO-6**, subject to the Unit Owner's own deductible, if building coverage has been included in the Unit Owner's policy. Some insurers cover the claim under loss assessment. Each Unit Owner should ask his or her personal insurance agent for guidance in this matter.

## XI. SALE AND LEASING OF UNITS

The rules governing the sale and leasing of Units in Waterfront Plantation Condominium are designed to protect the equity of the individual Unit Owners.

### Leasing of Unit

- Leasing is defined as the regular and exclusive occupancy by any person other than the Owner.
- Units may only be leased in their entirety.
- Subleasing is discouraged and requires Board approval.
- Time-sharing is not allowed. [Master Deed Section 8.1]
- Units shall not be rented for less than one year or for more than two.
- Units may not be rented more than once every five years.
- No more than three WP units may be rented at any one time.
- The Owner must provide the Tenant with current copies of the Master Deed, By-Laws and the Rules and Regulations at the time the lease is signed.
- The Lease Agreement shall include language indicating the tenant has a copy of these Rules and Regulation and agrees to be governed by them.

Within ten (10) days after executing a lease agreement, the Owner shall provide the Property Manager with a copy of the executed lease, as well as full contact information for the Tenant.

The owner of the unit will be held responsible for all actions of his/her tenants and their guests.

Tenants may only park in the unit owner's designated parking spaces. They may not use "Guest" spaces for their personal use.

### Sale of Unit

- Lockboxes are only permitted on Unit doors
- Sales-related signage including, but not limited to, "for sale," "open house," "directional," or "caravan," are not permitted in the Unit windows.
- No signs, advertising posters or billboards of any kind shall be erected, placed or permitted to remain on the Common Elements without the prior written consent of the Board or its designee. [Master Deed, Section 8.5].
- Open houses and real estate agent caravans (including "for sale by owner" showings) are permitted as long as they comply with the regulations of this section.
- Signage for open houses and real estate agent caravans may be placed on the Common Elements on the day of the event and must be removed within thirty (30) minutes after the event's conclusion.
- All unpaid fines and assessments constitute a lien against the Unit and shall be collected from the seller at closing.
- **contribution to the capital reserves ??? (note: we will need to add this once lawyer and amendment are composed)**

### Fines

- Failure to provide the Property Manager with a copy of the lease within ten (10) days of signing shall result in a fine of \$30.00 per day until the lease is provided.

## **XII. SECURITY**

The Association is not a provider of security. It shall be the responsibility of each Owner to protect his or her person and property and all responsibility to provide such security shall lie solely with each Unit Owner. The Association shall not be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of safety measures undertaken.

### **Emergencies**

- Residents should call 911 whenever they deem it necessary to protect themselves, other residents, the building, or the property of others. This includes the summons of police, fire fighters, and/or paramedics.

### **Guests**

- Guests are responsible for their own safety.

### **Other Security Rules**

- All residents shall be subject to any other Rules and Regulations concerning security that may be issued at any time by the Board.
- 

### **Emergency contact with Property Manager.**

All Board members must be provided with an emergency contact number for the Property Manager.

### **Emergency Access to Units**

- The Board has the right and authority to enter into Units for emergency, maintenance, security or safety purposes. Except in an emergency situation, entry shall be only during reasonable hours and after reasonable notice to the Owner or Occupant of the Unit.
- All residents must leave a working **entry key in safekeeping** with Management to be used only in the event of an emergency such as leaking water.
- If an emergency situation arises within a Unit, then the Board has the right to take whatever measures necessary to enter and contain or repair damage to that Unit.
-

### **XIII. UTILITIES**

#### **Air Conditioning and Heating**

- The Unit Owner shall provide heating and air conditioning for his/her Unit and is responsible for its equipment maintenance.

#### **Cable Television and Internet**

- Payment for cable television and internet service shall be the responsibility of each Unit Owner.

#### **Electricity and Natural Gas**

- Payment for electricity and natural gas for each Unit shall be the responsibility of each Unit Owner.
- The Association shall pay for electricity used in the Common Elements.

#### **Garbage, Recycling Pickup and Trash Disposal**

- The city and county provide for garbage pickup and disposal and for recycling pickup.

#### **Pest Control**

- The Association shall pay for pest control service for the Common Elements.
- If requested of the service technician, pest control service shall be provided in the Units.

#### **Water and Sewer**

- The Association shall pay for water and sewer service for Common Elements.
- The Unit Owner is responsible for water and sewer service of his/her Unit.

#### **XIV. SUMMARY SCHEDULE OF FIXED FINES**

##### **Acceptable Use of Units - Violation of published regulations**

- 1st Offense = Warning Letter
- 2nd Offense = \$25
- Each subsequent violation = Doubles

##### **Parking -**

- 1st Offense = Warning Letter
- 2nd Offense = \$25
- Each subsequent violation = Doubles

##### **Pets - Violation of published regulations (not involving damage)**

- 1st Offense = Warning Letter
- 2<sup>nd</sup> Offense = \$25
- Each subsequent violation = Doubles

##### **Pets - Violation of published regulations (involving damage)**

- 1st Offense = \$25
- Each subsequent violation = Doubles

##### **Landscape – Changes without Board approval**

- 1st Offense = Warning Letter
- 2nd Offense = \$25
- Each subsequent violation = Doubles

##### **Moving - Violation after 8:00 p.m.**

- \$50.00 per additional half hour

##### **Failure to provide the Property Manager with a copy of the lease within ten (10) days of signing**

- \$30.00 per day until the lease is provided.

##### **Any other “continuing” violation**

- To be determined by Board based upon violation

##### **Any other “one time” violation**

- To be determined by Board based upon violation

**All Fines shall be added to the unit owner’s regime assessment for the month following the violation.**



## **Waterfront Plantation Rules and Regulations Acknowledgement**

I/We, \_\_\_\_\_ (tenant name), have been  
given a copy of the Waterfront Plantation Rules and Regulations and Governing Documents.

I/We acknowledge the rules and regulations of the community and agree to abide by them.

The owner of the unit is fully aware that he/she will be held responsible for all actions of his/her tenants or guests.

Tenant(s) Name: \_\_\_\_\_

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

Owner Name: \_\_\_\_\_

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

Unit Number: \_\_\_\_\_