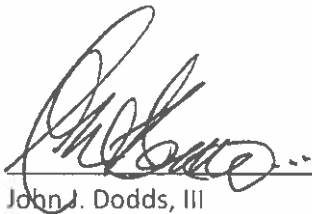


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RULES AND REGULATIONS OF RETREAT AT RIVERLAND HOMEOWNERS ASSOCIATION, INC.

The undersigned John J. Dodds, III, attorney for Retreat at Riverland Homeowners Association, Inc. ("Association", does hereby certify that the attached seventeen (17) pages constitute the current Rules and Regulations of Association and are being recorded in the Register's Office for Charleston County, South Carolina in accordance with the requirements of Section 27-30-130, Code of Laws of South Carolina, 1976, as amended.

WITNESS my hand and seal this 17<sup>th</sup> day of July, 2020, at Mount Pleasant, South Carolina.



(Seal)

John J. Dodds, III

  
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MOUNT PLEASANT, SC 29464



# **RETREAT AT RIVERLAND**

## **RULES & REGULATIONS**

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## 1. INTRODUCTION

The Board of Directors of the Retreat at Riverland Homeowner's Association is empowered to make and enforce reasonable rules and regulations governing the use of the Regime, including Units, Limited Common Elements and Common Elements per Article 9, Section 9.2 of the Retreat at Riverland Master Deed, including Article 3, Section 3.18 (f) of the By-Laws. These rules & regulations are binding on all Homeowners, their families, guests and renters.

The intent of these restated Rules & Regulations, derived from the Association's governing documents is to serve as a practical guide for day-to-day living at the Retreat and to contribute to a desirable community that provides the highest level of community living, offering an inspiring lifestyle and quality of life to its homeowners that in turn contributes to preserving and increasing property values for all its' homeowners.

The Board will, from time to time review the Rules and Regulations and make changes where necessary in which case owners will be notified and provided with copies of the revised Rules and Regulations. An updated copy of the Rules and Regulations is also available on the Retreat HOA website at <http://fsresidentialcharleston.com/retreat-at-riverland/>

The Property Management Company currently serving the Retreat HOA is First Service Residential. Please contact the Property Manager for our community at [supportteam.sc@fsresidential.com](mailto:supportteam.sc@fsresidential.com) should you have any questions, concerns and/or suggestions. Alternatively, you may also contact the support team from First Service Residential at 843-795-8484 or 843-795-8470.

## 2. Resident Units

- 2.1 Units shall be used for residential purposes and for ancillary or secondary home use only. No residential unit shall be used for any commercial purpose, nor shall it be rented or leased for transient or hotel purposes. *(Master Deed – "MD"), 14.1, MD, Article 15, Fourth Amendment 15.2.(a)(iv)*
- 2.2 Owners may make alterations to the interior of their units without approval from the Board of Directors providing that the alterations do not involve structural changes. Prior approval is required from the Board of Directors for any alterations that are visible from the exterior of the unit, including on semi-common areas, e.g. porches. *(MD, 14.3a)*
- 2.3 The unit owner(s) of each unit must provide a key and/or a key code to the property management company that may be used for access to the unit in emergency situations. Neglecting to do so affects not only the unit owner(s)/resident(s), but all neighbors. *MD, 22.3, MD, 9.1*. All expenses associated with forcing entry into a unit during emergency situations will be for the account of the homeowner(s) concerned if the homeowner(s) failed to make a key or key code for the unit available to the property management company.
- 2.4 No owner may use or allow the use of their unit, a common element or a limited common element (as defined in Master Deed, pages 2 and 3, sections 2.9 and 2.14, respectively) in any manner which creates excessive noise between the hours of 11:00PM and 7:30AM. *MD, 14.6*
- 2.5 Thermostat(s) in a unit shall be set to a minimum of 55° when outdoor temperature is at or below 32°. *MD, 14.11*
- 2.6 No more than two (2) pets in any combination of dogs, cats may be kept in units. Pets may not be left unattended outdoors, including on open and/or enclosed/screened porches. Owners MUST clean up after their pets, utilizing the many pet baggie stations provided throughout the community. *MD, 14.8*
- 2.7 Window treatments (Charleston blinds, shutters or other blinds) of the unit shall be white or off-white in color. *MD, 14.17*
- 2.8 No signs of any type may be displayed by an owner, tenant, resident or real estate agent to be visible outside a residential unit or building except as described for open houses below *(MD, 14.12)*:
- a. Open houses may only be held between the hours of 9:00 AM and 5:00 PM on Saturdays and Sundays;
  - b. Directional signs may be placed on common property at the beginning of the open house and must be removed following the end of the open house;
  - c. Building gate codes and drive-thru gate codes are not to be provided to prospective buyers or other attendees to an open house or other showings of a unit listed for sale. The owner(s), the real estate agent or another designee must be available at the unit to grant entry. Alternately, the owner(s) can arrange for the real estate agent to obtain a temporary gate

code assigned for open house. The code can be obtained from the Property Management Company and will be deleted from the system at the end of the day. Gates may not be propped open by owner(s), tenants, agents or guests;

- d. The real estate agent or owner must be present during the entire time of the open house; and
- e. The real estate agent or owner must notify the Property Management Company prior to the day of the open house of the scheduled day, time and location of the open house and provide a contact number for the agent or owner that will be present; and
- f. The real estate agent, agency and owner are responsible for the behaviors of parties attending the open house.

### 3. Leasing

3.1 Leases (a written or implied contract by which an owner grants a second party the right to exclusive possession and use of the unit for a specific period in return for specified periodic rental or lease payments) must be for a minimum of one year. Leasing include any third parties, except for the following: -

- a) Immediate family defined as children or parents of the owner(s) who are living in the unit and not paying rent; or
- b) Any individual(s), for example friends or family of the owner(s) who stays in the unit for 30 days or less in the absence of the unit owner(s).

3.2 All leases must be in writing and in a format approved by the Board of Directors prior to the effective date of the Lease *(MD, Article 15, Fourth Amendment 15.2.(a) (i))*.

3.3 Timesharing /short term rentals of units is strictly prohibited. *(MD 14.20)*

3.4 Sub-leasing of units or assignment of leases is not allowed unless prior written approval is obtained from the Board of Directors which approval the Board may withhold at its sole discretion. *(MD, Article 15, Fourth Amendment 15.2.(iii))*

3.5 An owner leasing a unit must provide the following to the Property Management Company at least five (5) days prior to the occupation date on the lease: -

- a copy of the lease agreement, signed by all tenants included in the lease;
- a completed Tenant Information form containing the names and contact information of all tenants;
- proof that tenant obtained a HO-4 (Renters Insurance) policy with a minimum of \$3000,000 in liability coverage including any additional information that the board of Directors may require.

3.6 At the expiration of a one year lease a new one-year lease must be executed and a copy of the lease must be submitted to the Property Management Company.

3.7 Any expenses incurred by the Association in obtaining these documents shall be assessed to the

responsible owners.

- 3.8 The Owner must make arrangements with the Property Management Company that a Welcoming package” containing copies of the Declaration, Bylaws and Rules and Regulations is made available to the Lessee(s) who shall be subject to comply with the terms thereof. The Lessee(s) must sign for the “Welcoming Package”, that they read and understand it.
- 3.9 In addition to other rights granted by State law, homeowners of unapproved leases may be assessed a fine of up to \$125 per day until the situation is remedied.
- 3.10 The owner(s) shall assume responsibility for any violation of their tenant(s) of the Declaration, Bylaws & Regulations. All costs and expenses, including court costs and attorney fees incurred by the Board in connection with any violations under the leasing agreement shall be assessed to the account of the Owner.
- 3.11 A \$200 moving fee is required each time a new tenant moves into a unit. The fee is non-refundable and used to off-set damage to the elevators, gates, etc. during a move in or move out. The moving fee must be submitted to the Property Management Company within 7 days of the execution of the lease failing which a fine will be levied for each month of non-compliance.
- 3.12 A \$1,000 security deposit is required each time a new tenant moves into a unit and must be submitted to the Property Management Company within seven days of the execution of the lease. The security deposit is refundable at the expiration of the lease, provided the leasing terms were fulfilled and there were no damages to the common or limited common elements of the Association.

#### **4. Transfer of Ownership/Disclosure**

- 4.1 Selling homeowner(s) or their attorneys must submit written notice to the Property Management Company of the sale of their unit within fourteen (14) days prior to closing. It is the responsibility of the owner(s) selling their unit to notify the property management company regarding a transaction involving their home.
- 4.2 Selling Homeowner(s) must inform the Purchaser of the unit that there is a homeowner association.
- 4.3 A “Welcoming Package” to the Retreat HOA must be presented to the new owners at closing.
- 4.4 The key fob for access to the clubhouse/pool facilities of the selling homeowner(s) will be deactivated on the last date of occupation and a key fob with a new activation code will be made available to the new owner(s).

#### **5. Common and Limited Common Elements**

- 5.1 Exterior modifications to a unit must be approved by the Board of Directors in writing. The view of a unit from the exterior and all exterior areas associated with or connected with the unit may not be painted or modified by any owner in any manner without prior consent of the Board, from

which consent may be withheld on purely aesthetic grounds within the sole discretion of the Board of Directors. This provision shall apply without limitation to doors, windows, open and enclosed/screened porches and the areas around the open and enclosed/screened porches on the ground floors. (MD, 14.3a, MD., 13.1)

5.2 The following Retreat HOA Architectural Review Board standards applies for exterior modifications: -

- Porch fans must be solid white or off-white.
- Gates may be added to first floor units at the owner's expense. However, they must be installed in a manner that makes them inconspicuous. The entire section of the cut-out railing must open, not just a section of it. The color and design of the railing may not be altered in any way.
- Curtains/blinds must be white and may not be installed on enclosed porches with screws or nails.
- Exterior doors leading onto a porch, including door frames may not be removed.
- Installation of sunroom enclosures on the porches will be subject to the following conditions: -
  - i. Color of sunroom enclosures must be bronze.
  - ii. Current aluminum frames of screens must be used for the installation of sunroom enclosures
  - iii. No additional screws or nails may be used to fasten the sunroom enclosure to current structure and/or columns. Screws used to fasten enclosed sunrooms to the concrete floor may not be longer than one and a half inches. Any screws longer than one and a half inches will damage the waterproof barrier in the concrete floor and potentially damage and/or cause water intrusion.
- No tiles may be installed on enclosed porches because it has the potential to block drainage of water from the porches.

Exterior modifications are subject to owner(s) of a unit completing & submitting an ARB application to the property management company for consideration and approval by the Board of Directors before owners may proceed with modifications. (MD 13.1) Approval of exterior modifications is subject to owners confirming in writing that they understand that ignoring conditions under which approval is given for exterior modifications may result in warranties in force on the building structure and/or porches may become void and that any expenses to repair damages to the building structure and/or porches will be for the account of the owner, in addition to an automatic fine of \$1,500 levied against the unit as indicated in Section 11.

5.3 No furniture, bicycles, toys or other items may be stored on exterior porches or anywhere in the breezeways that include areas under the staircases of all buildings. Decorative statues, plants, etc. may be kept on the stone area in front of the entrance door to the unit. Items stored on the enclosed



- screened porch area may not be visible from the outside and must be kept tidy. (MD 14.15)
- 5.4 No signs, billboards, canopies or awnings may be erected or hung without the written approval of the Board of Directors. This includes, but is not limited to for sale/for rent signs, art, team flags, team towels, for sale signs in vehicles, etc. (MD., 14.12)
- 5.5 Garage and Yard Sale signs are strictly prohibited. MD. 14.12
- 5.6 No owner or resident may place or do any activity that will create disorderly, unsightly or unkempt conditions of the exterior of the unit. This includes but is not limited to the prohibition from hanging clothes, towels, rugs or other household or sports/play items on the outside of the unit. This rule pertains to the open porch and breezeway and enclosed/screened porches. No string type lights or ivies may be strung from open porches, enclosed/screened porches or windows, except between Thanksgiving and New Year's holidays. Lamps, lanterns and indirect lighting are acceptable. (MD, 14.6, MD. 13.1)
- 5.7 Owners are responsible for cleanup of vendors that they hire to do cabinet, flooring, carpentry, plumbing, or any other work. Vendors are not allowed to use the breezeways for their projects. No saws or other electrical equipment is allowed in the breezeways. Any work that cannot be completed within the unit should be done outside of the building, and the area should be cleaned completely afterwards. Failure to do so will result in an automatic fine. (Refer to section 11.5 – Automatic Fines)
- 5.8 The “currently recognized American flag of the United States”, the size which shall not exceed 3’ x 5’, may be hung from a pole with the union in the upper left corner according to Federal Regulations. The flagpole may only be attached to the metal railings of the porch with an appropriate railing flag brace. The American flag cannot be simply suspended from the balcony/porch rails. No other flags are allowed – seasonal or holiday or team. (MD. 13.1)
- 5.9 Charcoal and wood burning barbeque grills are **prohibited** at all units, including common and limited common areas at the Retreat. This rule is enforceable by automatic fines from the Fire Department and the Retreat at Riverland Homeowners Association. (Refer to Section 11.5 – Automatic Fines)
- 5.10 Only propane gas and electric grills are allowed on open porches (not enclosed/screened porches). The grills should be placed as far away from the siding as possible. Owners with propane gas grills on their porches are required to have an ABC fire extinguisher at hand whenever they use their grills. In the event of an incident involving the use of a propane gas grill without an ABC fire extinguisher at hand, the owner concerned and/or his tenant will be negligent and be responsible for any and all damages caused.
- 5.11 Radio, television satellite equipment may not be placed on the exterior of any unit without written consent of the Board of Directors. (MD, 14.18)
- 5.12 Abandoned or discarded personal property of any kind may not be stored in any area that is a portion of a common or limited common area which include but are not limited to the parking lot and breezeway. All personal property must be removed from the clubhouse and pool area after

use and by 10 pm. The HOA is not responsible for items left unattended. *(MD, 14.10)*

- 5.13 Littering of any sort is strictly prohibited. Rubbish, trash and garbage may not accumulate in a unit and must be removed on a regular basis. It may not be placed on common or limited common elements outside the unit, temporarily or otherwise. This rule pertains to the open porch, enclosed/screened porch, lawns and breezeway. Trash must be disposed of within a closed plastic bag in the compactor provided. Boxes must be broken down and placed in the recycle bins located near the compactor. Bulk waste or furniture items must be removed from the property by the owner, tenant or resident. A recycling center is conveniently located just off Folly Road at 1723 Signal Point Road. Any item left in the compactor area will result in an automatic fine of \$150. *(MD, 14.13)*
- 5.14 Tampering with and/or damaging any building gate, auto gate, clubhouse door, pool gate or propane grill cover plate is considered vandalism and the proper authorities will be notified and will result in automatic fines respectively (See Rules and Regulations section 9).
- 5.15 There shall be no obstruction of any common elements. Owners may place outdoor decorations on the stone areas in front of their door or small seasonal decorations on their doors. However, no items may be placed or stored in any other area of the breezeways without written approval of the Board of Directors. *(MD, 14.14)*
- 5.16 The display or discharge of firearms or fireworks is strictly prohibited. *(MD, 14.7)*
- 5.17 The use of electrical outlets is prohibited unless approved by the Board of Directors.
- 5.18 All pets are to be on a leash and controlled by their owners while walking their pets on the property. Owners not abiding by the leash laws are subject to fines by not only the Association, but also the City of Charleston. Owners may not leave their dogs on the open porch of their unit when they are not home. Owners are responsible for immediately picking up and properly disposing of pet waste in the proper receptacles that are provided strategically throughout the community. The Board carefully monitors the use of the doggie stations and reserves the right to move the stations as necessary. Unit owners/residents failing to pick up after their pets will be charged an automatic fine of \$150 after each occurrence. *(MD, 14.8)*

## 6. Security Gates

- 6.1 Main entrance security gates – tailgating and/or forcing the gates open is strictly forbidden. Damaging the gates while attempting to tailgate, forcing the gates open and/or tampering with and/or vandalizing the gates may result in an automatic fine as described in section 11.5, plus the cost of any repairs. The Board of Directors also reserves the right to report violators to law enforcement.
- 6.2 Building gates - If building gates are forced open to gain access, damaged while attempting to enter the building, tampered with or vandalized in any way, the unit owner will be charged an automatic fine as described in section 11.5 plus the cost of repairs. Forcing gates open, attempting to climb the gates or otherwise attempting to enter a building without the appropriate codes

constitutes breaking and entering, “unlawful entry” and/or trespassing. Violator(s) will be reported and prosecuted.

## **7. Parking bays/vehicles**

- 7.1 There are no assigned parking spaces.
- 7.2 Owner and tenant residents are required to register their vehicles with Community Management Group by completing a “Vehicle Registration Form. Upon receipt of the vehicle decal(s) it must be displayed on the front windshield of the vehicle(s) to assist in identifying resident vehicles. It is recommended that the decal be displayed on the bottom left corner of the front windshield. Owners that have guests with vehicles staying with their host for more than one week must notify the Property Management Company of the vehicle(s) and display a guest pass on the dashboard of the vehicle that can also be obtained from the Property Management Company.
- 7.3 No vehicles may be stored at the Retreat for any length of time. Any vehicle that appears to be abandoned (i.e. unmoved for more than two weeks), is inoperable (i.e. flat tire), does not have current tags, etc. will be towed at the owner’s expense if it does not have an Association issued parking decal. If a decal is present, the owner indicated on the vehicle registration form that is on file with the Property Management Company will be notified by phone, email or mail. If no response is received within one week, the vehicle will be towed at the owner’s expense.
- 7.4 A vehicle parked in a handicap space without a handicap tag/license may automatically be towed at the owner’s expense and without warning.
- 7.5 Any vehicle creating a noise disturbance (i.e. broken or modified muffler, screeching tires, loud disturbing actions of the occupants, etc.) is in violation of the city noise ordinance and will be fined accordingly.
- 7.6 Campers, RVs, trailers, go-carts, off road sports vehicles, dirt bikes and golf carts are strictly prohibited. A 2-hour time limit for loading and unloading is allowed during the daytime hours.
- 7.7 No boats are allowed in parking lots for more than one hour for packing purposes.
- 7.8 Parking of oversized vehicles (flatbed trucks, wreckers, etc.) or storing supplies (wood, pipes, ladders etc.) on vehicles is strictly prohibited, except while commercial services are being rendered to residents of the community. Approval must be obtained to store a commercial or oversized vehicle overnight by contacting the property management company. If approval is granted the vehicle must be moved to a less crowded parking area. A vehicle parked in violation of these rules will be subject to a monetary fine and/or towing at the owner’s expense.
- 7.9 Vehicles are prohibited from parking or driving on sidewalks or landscaped areas on the property.
- 7.10 Large trucks and vehicles with hitches may not be parked in a manner that will extend over the sidewalk or obstruct a walkway thereby causing a trip hazard. Repeat offenders may be fined.
- 7.11 U-hauls, moving vans/trucks, storage pods and trailers must be removed from the property within four (4) working days and may not take up more than two parking spaces and must not impede traffic lines.

## 8. Landscaping/Retention ponds

8.1 The following are prohibited in all common areas in the community by individual owner/residents:

- Installation/planting of flowers, bushes, shrubs and/or trees;
- Container plants, except for flower boxes/planters that hang from railings and hanging baskets; of flowers, provided that it hangs within the vertical boundaries of the unit; and
- Objects, statues or other decorative items, including bird feeders;
- Trimming, cutting, clearing and/or removal of natural landscape without written approval of the Board of Directors;
- Fishing in the retention ponds on the property;
- Feeding or provoking alligators – an automatic fine of will apply because feeding or provoking an alligator may lead to the alligator becoming aggressive. The following protocol applies with dealing with alligators: -

*If the Board determines that an alligator might be aggressive arrangements will be made with a licensed nuisance wildlife vendor to perform an assessment. Expenses to perform the assessment will be paid for by the Retreat HOA and the results will be shared with concerned owners. Based on the assessment of the licensed nuisance wildlife vendor the alligator will either be left alone or be removed from the property and destroyed. If a determination is made that the alligator shows no signs of aggression it will remain on the property. If a determination is made that the alligator shows signs of aggression it will be removed and destroyed. Expenses to do so will be paid for by the Retreat HOA.*

*If a resident insists that an alligator be tested again for aggressive behavior the service fees for obtaining a professional opinion will be for his/her account. If the repeated assessment determines that the alligator is aggressive the resident will be refunded for the service fees charged to his/her account.*

*A decision whether to remove an alligator from the property resides exclusively with the Board of Directors.*

8.2 Residents wishing to deviate from the above must complete an “ARB” application form and submit it to the Property Management Company for review by the Board of Directors. Any plants, bushes, shrubs or trees installed without approval from the Board of Directors may be removed at the expense of the residents that installed it.

## 9. Clubhouse/Pool area

### 9.1 General

9.1.1 The clubhouse, fitness room and pool area are available to owners, renters and their guests. Guests must always be accompanied by unit owners/renters when using these facilities.

- 9.1.2 A key fob is required for access to the clubhouse, fitness room and pool deck. One key fob will be activated per unit for access to the clubhouse, fitness room and pool deck that will be made available to the unit owner upon confirmation of ownership of the unit. Owners who rent out their units transfer their right to use the clubhouse, fitness room and pool facilities to the renters for the duration of the lease agreement and must notify the Property Management Company to reactivate a key fob in the renter's name. Additional key fobs will not be issued or made available to renters.
- 9.1.3 The clubhouse, fitness room and access to the pool deck is open daily from 5 am to 10 pm and under lock down between these hours during which an alarm system is activated. Refer to section 9.4 for the hours during which the pool will be open.
- 9.1.4 Smoking cigarettes/cigars/pipes/hookahs and vaping (tobacco and electronic) in the pool, at the pool deck, bathrooms and any area of the clubhouse including the screened porch and entrance areas is strictly prohibited. The burning of incense or candles in the clubhouse is also strictly prohibited. A designated smoking area is available at the grill deck only.
- 9.1.5 No dogs or animals other than those used for special needs are allowed in the clubhouse or pool areas. Under NO circumstances are pets allowed in the pool.
- 9.1.6 The Retreat Homeowners Association is not responsible for personal items left unattended. All personal property must be removed from the clubhouse, fitness room and pool area after use.
- 9.1.7 Amplified music or other loud sounds after 10 pm is prohibited.
- 9.1.8 Events held at the clubhouse will end no later than 10:00 PM unless the Board of Directors has given prior approval for a later time. In this case, no noise from the event or during termination of the event shall disturb nearby residents.

## 9.2 Reservations for clubhouse

- 9.2.1 Registered owner(s) may reserve the lounge, kitchen, small conference room and enclosed porch area at the clubhouse for themselves and their invited guests subject to the following: -
- Owners renting the clubhouse must be current in their regime fees and complete a "Clubhouse Reservation" form that is available on the community webpage. Alternatively, the property management company may be contacted to obtain a copy of the reservation form;
  - The clubhouse may not be rented to anyone under the age of twenty-one or for the following events:
    - Marketing, sales or games of chance in which money will be exchanged;
    - Vendors
    - Any major holiday or sporting event (i.e. Superbowl)

- Reservations must be made at least ten (10) days prior to the event and an owner will be required to sign the “Rental Application” form and accept the conditions associated with the rental of the facility. Last minute requests with special circumstances may be considered by contacting the property management company;
- Reservations exclude the grill area and pool/pool deck that may not be rented for a private function. An event sign in the closet located in the hallway of the clubhouse may be placed at the doorway of the clubhouse to indicate that the facilities has been reserved for a private function;
- Doors & windows of the clubhouse must always be kept closed , because the temperature of the clubhouse is being regulated by a/c units; and
- The use of the fitness room and fitness equipment by attendees at the private function is not allowed;
- The maximum number of persons allowed in the clubhouse at a one time is 49, as designated by the Fire Marshal.
- Guests visiting the community to attend an event at the clubhouse must be instructed to park their vehicles in the parking bays between buildings 10 & 11. Parking is not allowed in parking bays adjacent to the clubhouse, except to unload and/or for those with special needs.

9.2.2 The following fees apply for the rental of the clubhouse facilities that must be paid upon execution of the reservation agreement. Checks must be made payable to the “Retreat at Riverland HOA.

<u>Fee</u>	<u>Amount/Status</u>
Reservation Fee	One free 4-hour reservation per calendar year; thereafter the following nonrefundable fees would apply per reservation \$75 for first four (4) hours; and \$25 for each additional full or partial hour
Cleaning/Damage Fee	\$150 refundable deposit

9.2.3 An owner making a reservation must be present at the function and is responsible for inspecting the clubhouse immediately prior to the event and reporting any damage or cleanliness problems to the Property Management Company prior to the event.

9.2.4 The owner making the reservation is responsible for leaving the clubhouse in the same condition that it was received in (i.e. removing all trash and recycle items and replacing clean bags in receptacles, cleaning outdoor grill, sweeping if necessary, wiping counters, sink, refrigerator, etc.). If all is in order, as determined by a post-event inspection performed by the Property Management Company, deposit checks will be destroyed or returned within two

(2) weeks of the event. Expenses associated with repairs/replacement or cleaning required immediately following the event will be deducted from the deposit. If expenses exceed the amount of the deposit the owner who made the reservation for the event will be required to pay the balance within two (2) weeks as described in the Retreat HOA Collection Policy, failing which the balance will be added to the owners account.

- 9.2.5 The Retreat Homeowners Association is NOT responsible for the safekeeping of personal articles left in or around the clubhouse.
- 9.2.6 Events held at the clubhouse may end no later than 10:00 PM unless the Board of Directors has given prior approval for an extension of the time.
- 9.2.7 No alcoholic beverages will be served or consumed by anyone under the age of twenty- one. If alcohol will be served or consumed at an event and persons under the age of 21 will be attending, the registering owner shall sign a release form at the time the rental agreement is executed. Alcoholic beverages may not be sold. The owner making the reservation shall not allow any activity at the event which may endanger the health or unreasonably annoy or disturb or cause embarrassment, discomfort or nuisance to other owners or residents, or in such a way as to constitute in the sole opinion of the Board of Directors, a nuisance.
- 9.2.8 The Homeowners Association reserves the right to refuse future rentals to an owner should problems arise as a result of the owner failing to take reasonable action to maintain control at an event he/she sponsored.

### 9.3 **Fitness Center**

The fitness center and fitness equipment are available for use by Retreat residents and their invited guests over the age of 16.

Use of fitness equipment is at the user's own risk;

Fitness equipment must be whipped down after use; and

Proper workout attire must be worn in the fitness center. Shoes and shirts are required.

### 9.4 **Pool**

Pool hours are from dawn to dusk due to DHEC regulations and must be strictly adhered to. In the event the alarm is activated resulting in security and/or the police department's response, the violator(s) will be treated as trespassers. According to DHEC rules, the pool will be closed off-season – typically November to April – a sign indicating “POOL CLOSED” will be displayed during this time. The pool water is not chemically treated daily during this time. However, the pool deck will remain open all year.

The following rules apply for the use of the pool which is also posted at the pool deck: -

- Entering the pool area and/or swimming in the pool after the posted closing times is considered trespassing in which case the police will be called out, including an automatic fine

- to the unit owner;
- All persons are to shower before entering the pool. No personal showering with soap is allowed at the pool deck shower;
- Solo swimming is prohibited;
- Anyone that appear to be under the influence of alcohol or drugs will be removed from the pool area;
- No running, boisterous actions or rough play;
- No spitting, blowing nose or defecating in the pool;
- Persons suffering with a diarrheal or nausea illness should not enter the pool; and
- Persons with open lesions or wounds are not to use the pool.
- No GLASS of any kind is allowed within the pool area Beverages within glass containers **MUST** be left in the clubhouse and transferred to paper or plastic cups if it is to be consumed in the pool area. An automatic fine will apply and the unit owner concerned will be assessed an automatic fine;
- No children under the age of 18 are to be at or in the pool without adult supervision;
- Children with of diapering age must wear “swimmy diapers” or other water sport type diapers which trap feces while in the pool. No disposable diapers are allowed in the pool;
- Proper attire is required in and around the pool area. Thongs are prohibited;
- Wet swimwear is not allowed in the clubhouse. The exterior restrooms are always available and are there for use by the persons in and around the pool area.
- The maximum number of persons in the pool at any time is 145; and
- A 911 direct emergency phone is located on the wall near the exterior bathrooms opposite the clubhouse for emergencies.

## 10 Boatyard

The Boatyard that is the property of the Retreat HOA is shared with Riverland Woods Apartment in terms of an Easement Agreement. A separate set of Rules and Regulations therefore exist for the boatyard.

## 11 Fines/Penalties MD. 9.3

The following penalty/fine categories for non-compliance of rules/regulations apply (MD, 9.3): -

### 11.4 First Violation:

A courtesy letter is mailed to the unit owner indicating the nature of the violation, the section of the documents that reference the violation and actions that would be taken if the violation is not corrected. No fine will be imposed if the violation is corrected to conform to the Rules and Regulations within fourteen (14) days of a notice. Alternatively, the owner has seven (7) days to contest a violation in writing addressed to the Property Management Company that will be submitted it to the Board of Directors for consideration/review.

### 11.5 Second Violation:

A letter is mailed to the unit owner explaining that a previous violation has not been corrected



and that a \$50 fine has been added to their account. The letter again describes the nature of the violation, the section of the documents that reference the violation and corrective actions required.

#### 11.6 Third Violation:

A letter is mailed to the unit owner explaining that a previous violation has not been corrected and an additional \$100 fine has been added to their account.

#### 11.7 Fourth Violation:

A letter is mailed to the unit owner explaining that a previous violation has not been corrected and an additional \$150 fine has been added to their account. The letter again describes the nature of the violation, the section of the documents that reference the violation and corrective actions that are required. The Board of Directors may initiate legal action at this point.

#### 11.5 Automatic Fines

Automatic Fines applies in the following cases: -

- Compactor/Recycling Bins – \$200 for dumping items not allowed to be trashed at the dumpster;
- Pet Waste - \$150 for failing to pick up after pets and/or to discard of pet wash at doggie stations located at strategic points throughout the community;
- Unauthorized use of the pool after hours/jumping the fence at the pool - \$200, including any repair expenses;
- Teaching classes in the pool - \$100;
- Damaging/forcing driveway entry/exit gates - \$500;
- Damaging/forcing building entry gates - \$200;
- Failure to remove waste from common areas/adequately cleaning up after a vendor employed by the owner performed work for the owner - \$150 plus and cleanup expenses;
- Unauthorized posting of signs or removal of signs authorized by the Board of Directors - \$50;
- Unauthorized short- term rentals - \$150 per day; and
- Unauthorized use of charcoal/woodburning grills - \$150.
- Unauthorized exterior modifications to porches - \$1,500

## 12 Documents

The following documents listed in these rules regulations are available for download at the community webpage <http://fsresidentialcharleston.com/retreat-at-riverland/> Alternatively the documents may be obtaining by contacting the Property Manager for the community at [supportteam.sc@fsresidential.com](mailto:supportteam.sc@fsresidential.com)

- Retreat HOA Master Deed
- Tenant Information form
- ARB application form

- Vehicle Registration form
- Clubhouse Reservation form