

FOUNTAIN POINTE RULES AND REGULATIONS

INTRODUCTION

This set of Rules and Regulations has been adopted as a guideline to enhance the enjoyment of the condominium way of life for Unit Owners, residents, their families and guests. Each Unit owner and resident should become familiar with these Rules and Regulations as well as the Condominium By-Laws.

These Rules and Regulations are applicable, as appropriate, to all Unit Owners, their employees, agents, tenants, and guests of Fountain Pointe Condominiums.

Rules and Regulations will be reviewed as required by the Board of Directors, and from time to time appropriate amendments will be made. If you have any questions, please refer them to the Board of Directors or the Management Company.

MONTHLY DUES

Each homeowner is assessed annually for the operation of the Condominiums. This assessment covers outdoor lights, pest control, legal and accounting services, grounds maintenance, general maintenance, management, reserves for capital expenses, etc. Changes in the annual assessment are regulated by the Board of Directors and determined by the needs of the common areas. Special assessments may be set by the Board as well.

The assessments are payable monthly. A check made payable to Fountain Pointe POA, Inc, should be mailed to the address as noted on the payment coupons, and received by the 10th of the month in which the assessment is due. Please ensure your account number is included on the payment.

DELINQUENT PAYMENTS

Late fees may be assessed on the 11th day of each month on any overdue amounts. The Board will take steps to have a lien placed on any unit with more than 90 days overdue monthly assessments. Attorney fees will be added as part of the lien. Any unit that remains in the delinquent status is subject to legal action and foreclosure as set forth in the Master Deed.

DISTURBING NOISES AND NUISANCES

1. No resident shall make or permit any disturbing noises in the building by himself, his family, servants, employees, agents, visitors and licensees, nor do or permit anything by such persons that will interfere with the rights, comforts or convenience of another resident.
2. No obnoxious, offensive or illegal activities shall be carried on in common areas, parking areas or within any unit nor shall anything be done thereon which may be an annoyance or nuisance to other residents of Fountain Pointe.
3. No signs, ads or solicitations are permitted in or about the condominium property, including windows, on porches or patios of the individual buildings or units or in common areas.

4. The discharge of fireworks and/or any noise making or explosive device is expressly prohibited at all times. The discharge of firearms, including BB guns and air rifles, is forbidden on the property at all times.
5. No resident shall play any musical instruments or operate a record player, stereo, television or radio in such a manner as to disturb or annoy other residents.
6. Please be aware of volume levels for television, radios, etc. You should be particularly conscious of noise levels between the hours of 10:00pm and 8:00am. We are sure consideration of your neighbors will result in their consideration of you. In the event you are disturbed by loud noises, please notify the office and we will endeavor to solve the problem.
7. Remedies for violation of these rules are set forth in the provision "Enforcement of Rules and Regulations, Declarations and By-Laws"

EXTERIOR MAINTENANCE

1. General maintenance and repair work are handled on a job-by-job basis under the direction of the Board.
2. Unit owners having knowledge of repair work that must be done on the common elements of the condominium property, please contact the Management group immediately at 843-237-9551. This number is on a 24-hour answering service for emergencies.
3. The agents of the Board of Directors or the Managing Agent, and any contractor or workman authorized by the Board of Directors or the Managing Agent, may enter any unit at any hour of the day or night in an emergency for the purpose of (a) inspecting such unit for any threat to health, safety or property and (b) taking stop-gap measures as may be necessary to mitigate damage caused by any such problem. Any non-emergency entry such as routine repairs, etc. requires at least 24-hour prior notice.
4. The Board of Directors, or its designated agent, shall retain a pass-key to each unit. Should a Unit Owner alter or install a new lock, the Unit Owner shall immediately provide the Board of Directors, or its agents, with an additional key to provide access to the unit. Failure to provide keys will subject Unit Owners to the provisions concerning fines.

Toilets, drains, disposals and other water apparatus in any unit shall not be used for any purpose other than those for which they were designed. No sweepings, rubbish, rags or other articles shall be put in any plumbing fixture. Unit owners shall be liable for any damage caused by their tenant to their unit, the Common Elements or other units resulting from violation of this rule.

WORKMAN'S POLICY

In order to preserve the solitude and tranquility of a home-like environment for residents, the following policy will be enforced:

Interior and exterior work/repairs on units and grounds will be performed only during normal work-days, Monday through Friday, from 8:00am until 6:pm. Work/repairs on Saturdays and national holidays may be approved upon application in writing to management, outlining circumstances requiring work on these days. If approved, Saturday and national holiday work hours will be limited to 9:00am through 5:00pm.

The only exceptions to the above stated work policy will be repairs of a clearly emergency nature, i.e., HVAC repairs, water damage, power outage, clogged drains, etc.

Violations of the above stated workman's policy will result in a \$100 a day fine levied upon the Unit Owner for each day of the violation.

No exterior alterations are allowed without written permission from the Board of Directors. No attachments, awnings, enclosures of any type are allowed without written permission from the Board. Any unapproved alterations will be removed at the Unit Owners expense.

No radio, aerial, television antenna or other radio installations shall be installed on the exterior of the building with out the prior written consent of the Board of Directors.

No Unit Owner, their employees, agents, tenants or guests shall mark, paint, drill or in any way deface any exterior walls, shrubbery or grounds.

COMMON AREAS

Items such as towel, laundry, clothing or linens shall not be hung on porches so as to be visible from the outside of the units.

Sidewalks, entrances, passages, and stairways shall not be obstructed by residents or used by them for any purpose other than for entering and exiting. Sidewalks, entrances, front porch floors, and front and back yards shall be kept free from rubbish and personal property. Bicycles, lawn chairs and other similar articles shall not be permitted to remain on the common are except when in use.

Shrubbery or trees shall not be moved, removed, sold, given away or destroyed. No extra planting or gardening by residents in the common area is permitted.

1. Fences, enclosures, personal play equipment or structures of any kind shall not be erected or placed upon the grounds by residents.

INTERIOR MAINTENANCE

1. All window coverings shall be of appropriate material and style (drapes, curtains, shades, etc) and shall be white only, on the side seen from the outside so as to give a uniform appearance. Nothing shall project from any window. Temporary window coverings shall not be left in place more than fifteen (15) days after move-in.
2. Each resident shall keep his unit and his porch area in clean and orderly condition. Residents shall not sweep or throw any dirt or other substance from the doors or windows of any unit.
3. Maintenance and repair of the entrance doors and locks, windows, porch screens, latches are the responsibility of the Unit Owner.
4. The Unit owner shall be responsible for, and shall pay for, any damage or waste resulting from stoppage in the plumbing pipes as a result of misuse or neglect. Unit Owner will reimburse the Association on demand for the expenses incurred.
5. Should any unit incur damage as a result of problems in an adjacent unit, the Unit Owner of the adjacent unit will be held responsible for the cost of all repairs to the damaged unit.

6. Changing of the air filter and ensuring that drain lines are open in the air handling condenser unit shall be the responsibility of the Unit Owner.
7. Exterior entrance doors and windows are the responsibility of the Unit Owner. All exterior entrance doors shall be of the same construction and painted uniformly as prescribed by management. All exterior windows will be the same type. All broken windows or glass doors must be repaired immediately. Any damage to common elements or other units due to untimely or improper maintenance of windows and doors will be the expense of the responsible Unit Owner. Windows or doors will not be boarded up except for emergency purposes upon approval of Management.
8. Remedies for violation of these rules are set forth in the provision "Enforcement of Rules and Regulations, Declarations and By-Laws".

FIRE PREVENTION, SAFETY AND SECURITY

1. Residents are responsible for seeing that nothing is in place in the units or storage areas that would be a fire hazard. In addition, no one shall use or permit to be brought into any dwelling or stored on any porch, flammable oils or fluids such as gasoline, kerosene, other explosives or articles hazardous to life, limb or property.
2. Each unit must have at least one working smoke detector. This is the Unit Owner's responsibility. Obtaining the detector and maintenance thereof shall be the responsibility of each Unit Owner.
3. The use of charcoal and propane grills is prohibited unless provided by developer or association in a designated area.
4. Only electric grills without loose heat-storage materials, such as lava rocks, are permitted on porches
5. Additional fire prevention safety measures:
 - Do not leave hot grease unattended on ranges.
 - Dispose of newspaper, magazines and waste regularly.
 - Store all matches in a tightly closed, metal container. Keep them and all lighters or similar articles out of reach of children.
 - Never smoke in bed
 - Never use combustible cleaning products or solvents indoors
 - Never empty ashtrays into waste baskets until ash has been soaked.
 - Immediately replace worn or frayed electrical cords
 - Avoid overloading electrical circuits
 - Use fire insulated pad under toaster, grill and other appliances
 - No open flame lighting or heating device, such as kerosene heaters, may be used or stored in the units
 - Residents are encouraged to obtain renter's or homeowner's insurance to protect them in case of fire, theft or other perils

6. Safety and Security:

- Residents are urged to keep all doors and windows locked at all times. Residents are urged to keep their vehicle doors locked and windows rolled up at all times. It would be advisable not to display openly items such as radar detectors, car phones, briefcases, etc. These items openly displayed may make your vehicle a target for theft. Any solicitors or suspicious persons on the premises should be reported immediately to 911 and then to the Office. Door-to-door solicitations are not allowed. Note that management takes no responsibility for security of the premises.
- Alarm Systems:
Should you utilize an alarm system in your home, you must provide management with instructions on how to disarm it, should emergency maintenance be required in your absence. This information will be kept in strict confidence. Also, note that disconnection of smoke alarms is strictly prohibited.

7. General Rules:

- Management will not give out or verify any information, including address or telephone number, without written authorization
- The property's insurance does not cover any damage to the personal property in your home caused by any building failure, fire, etc. Homeowner's insurance is available from most insurance carriers. We strongly recommend you obtain coverage
- Documentation must be provided to Management of proper insurance coverage should you plan to use a waterbed in your home

8. Remedies for violation of these rules are set forth in the provision "Enforcement of Rules and Regulations, Declarations and By-Laws".

WATER PIPES

Prolonged outside temperature below 30 degrees can result in frozen water pipes if the following precautions are not taken by the homeowner and/or resident:

1. Maintain heat in the unit at 55 degrees or higher at all times. Insurance policies will not cover damage from frozen pipes if the heat has been turned off in the residence. Please do not turn the heat off. Leaving the unit unheated could result in personal liability
2. Drip water in all inside faucets on occasion to prevent standing water from freezing.
2. Inform neighbors or management when you will be out of town during the cold winter months and leave a key with neighbors so they can periodically check your pipes.
3. Turn off the water supply entering vacant units. Turn off electric water heater at breaker box. Drain pipes by opening all faucets in kitchen and baths.
4. Notify the Management Company if you feel a unit is subject to frozen pipes and should be checked.

11. Vehicles on the premises must be in working condition and legal to operate on public streets, bearing current license tags and inspection stickers as applicable. Vehicles not in compliance are subject to towing.
12. Violation of any of the above regulations will result in the vehicle being towed at the Unit Owners expense.
13. Violations that do not involve towing will be remedied as set forth in the provision "Enforcement of Rules and Regulations, Declarations and By-Laws".

PETS

1. All animals must be kept on a leash and accompanied by resident when outside of units. Animals are NOT allowed to run free. Animal control will be called to pick-up animals running free.
2. **OWNERS ONLY** are allowed no more than two (2) pets per unit.
3. Do not tie animals outside the unit or to patios. Pets should not be left unattended for extended periods of time.
4. Pets should be walked in remote areas only.
5. Any animal trained for attack is considered vicious and not permitted on the Property.
6. Any damage to property or injury to anyone by an animal kept or brought to the premises will be the direct burden of the Unit Owner of the animal and each owner hereby indemnifies and agrees to defend the Association for any damages or injuries so caused.
7. Owners shall be responsible for the health and welfare of their pets. All vaccinations including, but not limited to, rabies shots, shall be current at all times and Owners must be able to provide evidence of same upon request.
8. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any part of the property except that dogs, cats, or other household pets may be kept by Unit Owners in their respective units provided that they are not kept, bred or maintained for any commercial purposes. Authorized pets must be controlled so as not to disturb other residents or create a nuisance.
9. No food or water is to be left for pets outside the unit or in any common area or limited common area. Any such containers will be removed and discarded.
10. Remedies for violation of these rules are set forth in the provision "Enforcement of Rules and Regulations, Declarations and By-Laws".

TENANTS

1. Each Unit Owner shall ensure that his tenants and rental agents receive a copy of these rules and regulations.
2. Tenants shall abide by the same rules and regulations as homeowners.
3. Unit Owners are responsible for any damage caused by their tenant.



Fountain Pointe Rules & Regulations

Rental Units Information & Rules

- 1. Annual Rentals only. No short term, vacation rentals, VRBO, etc. Annual Rentals term must be no shorter 9 months.**
- 2. Management agreements must be forward to the POA Management to be kept on file.**
- 3. Annual Management Company's information must be forward to the POA Management to be kept on file. Name, contact number and email.**
- 4. Renters are not permitted to have pets.**
- 5. Parking passes and towing will be enforced.**
- 6. Owner's and or Property Managers need to issue the Rules and Regs to the tenants.**
- 7. Tenants may not refuse entry to Pest Control Techs, service techs of the POA, etc. Proper notice is always sent out to the owners and managers (managers if an email is on file).**
- 8. It is the responsibility of the Owners and or Managers to inform the renters of service notices.**
- 9. Park passes and parking passes will only be issued to owners and or Property Managers. You may then issue to the tenants. Replacement costs for is \$25 per.**

FOUNTAIN POINTE

PARKING RULES

• **ALL RESIDENTS MUST REGISTER THEIR VEHICLES with the management office .** There is one numbered parking space per unit in front of each building. All others must park in unmarked spaces.

• **FOR RESIDENTS LIVING IN THE UNIT, THE DECAL IS TO BE APPLIED TO THE INTERIOR OF THE WINDSHIELD, LOWER DRIVER'S CORNER.**

• If Fountain Pointe is your second/vacation home and you only visit periodically throughout the year, you must still display the Resident Decal or Guest Pass.

• The GUEST pass **MUST** be displayed visibly on the rear-view mirror of any visiting vehicle. If these GUEST Passes are lost, there will be a \$50 charge to replace each.

• Any vehicles parked anywhere on Fountain Pointe property without either a Resident Decal or a GUEST Pass will be subject to being towed without notice.

• Any vehicles found to be parked in a numbered space that does not correspond to the unit number in which they live, or as noted on their windshield Resident Decal or Guest hangtag, will be subject to being towed without notice.

• Rental Managers, real estate agents, service contractors, etc., should display GUEST hangtags while on the property.

If you have a change in tenants, or your tenants change vehicles, you must provide the appropriate information to register the new vehicles. The Managing Agent must be notified as any tenant(s) move out and new tenant(s) move in.

BE SURE TO ADVISE YOUR TENANTS THAT YOU WILL CHARGE THEM \$50 PER GUEST PASS IF THEY ARE NOT RETURNED UPON VACATING THE UNIT.

We feel very strongly that this policy will be highly beneficial to Fountain Pointe in the long run, and ask your cooperation and participation in making this a successful forward step for our community. Should you have questions, ~~please contact Janice Knott or Betty Barnett at (843) 903-9551 or via email at janicek@waccamowmanagement.com, or bettyb@waccamowmanagement.com~~

For the Board of Directors,
~~WACCAMOW MANAGEMENT~~

Semper Fi Property Mgmt, LLC

1756 Hwy 501

Myrtle Beach, SC 29577

843-315-1756 x 2

~~PO Box 51558 Myrtle Beach, South Carolina, 29579
Telephone: 843.903.9551, Fax: 843.903.9553, Toll Free: 800.597.0641~~

GARBAGE

No garbage or trash shall be deposited at any place on the premises other than the trash containers provided by the association.

1. No articles larger than household garbage are to be placed in these dumpsters.
2. Furniture, mattresses, building materials, etc are not to be left outside or placed inside dumpsters.
3. Anyone depositing anything other than household garbage in the dumpster will be charged for removal of these articles from the property.
4. No garbage can or garbage bags are allowed outside any unit.
5. Littering and/or throwing trash from any building is prohibited.
6. Remedies for violation of these rules are set forth in the provision "Enforcement of Rules and Regulations, Declarations and By-Laws".

PARKING AND AUTOMOBILE REGULATIONS

1. There is one parking space per unit in front of each respective building. There is also one additional guest parking space.
2. No automobile shall be parked at any place on condominium property except in the spaces provided. No vehicle shall be parked in such a manner as to impede or prevent ready access to any entrance or exit from any building. Do not park in fire lanes, "No Parking" areas, on the grass, in front of dumpsters or on the curbs.
3. No vehicle of any type shall be parked, driven across or driven onto the lawn or walkways. Any damage resulting from violation of this regulation shall be charged to the Unit Owner.
4. All vehicles must be properly licensed and operable.
5. All tires on any vehicle including motorcycles must be inflated at all times.
6. Repairs, except for minor emergencies such as changing a tire or jump-starting a battery, are not allowed in the parking lot. No repairs can be made by driving a vehicle upon the sidewalk or on lawn area. No oil changes will be performed on the premises.
7. No vehicle may be parked so that it blocks other resident's cars. No double or triple parking is allowed.
8. The maximum speed limit within the parking areas and interior streets is 10 miles per hour.
9. Washing of vehicles is presently not allowed.
10. Recreational vehicles inclusive of motor homes, boats, trailers, etc are prohibited. Any vehicles in violation may be towed and/or stored at the owner's expense. No notice of such offense will be necessary.

4. No unit shall be occupied without electricity being supplied to that unit.

("Tenant" is a word used to designate one who may occupy property owned by another whether or not rent is paid)

CHANGES IN RULES AND REGULATIONS

The Association may in accordance with the By-Laws, alter, amend, revoke or add to these Rules and Regulations for the preservation of safety and order in the Condominium, for its care and cleanliness, or for protection of the reputation thereof. When notice of any alteration, amendment, revocation or addition is given to any resident, it shall have the same force and effect as if originally made a part of these Rules and Regulations.

The Board of Directors retains full authority for the enforcement of these Rules and Regulations. These Rules and Regulations shall remain in full force and effect thereafter unless amended or revoked by the Board of Directors. Any consent or approval to such further Rules and Regulations enacted from time to time by the Board of Directors. All such Rules and Regulations shall be binding Rules and Regulations, and copies of such Rules and Regulations and any amendments or additions thereto shall be furnished to all Unit owners.

ENFORCEMENT OF RULES & REGULATIONS. **DECLARATIONS AND BYLAWS**

Step 1: Warning letter giving the unit owner seven (7) days to correct the violation, or request a hearing before the Board on the alleged violations. A request for hearing must be in writing, directed to the Association or its managing agent, and received by the Association within seven (7) days of date of the Association's warning letter advising of the violation.

Step 2: \$75 fine and second warning letter advising that a fine of \$150 will be assessed if the violation is not corrected in another seven (7) days.

Step 3: \$150 fine and third warning letter advising that a fine of \$150 per day will be assessed if the violation is not corrected in another seven (7) days.

Step 4: Letter advising that a fine of \$150 will continue until the violation is corrected, and that the matter will be turned over to an attorney for the filing of a claim of lien and foreclosure against the property if the violation is not corrected in seven (7) days.

Step 5: Letter advising that the matter has been turned over to an attorney for the filing of a claim of lien and foreclosure against the property.

Fines will be collectible in the same manner as any other assessment for common expenses. Fines will be a personal obligation of the Unit Owner(s), and shall constitute a lien against the affected unit. The Association shall have the right to enforce such obligations and liens through the institution of a damages suit or foreclosure action, or both. In addition to any fine or unpaid assessment, the Association shall be entitled to recover all costs of collection, including reasonable attorneys' fees and court costs.