

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)
)

AFFIDAVIT TO RECORD

IN RE: Estate at Westbury Owners Association, Inc.

I, Jannine M. Mutterer, Esquire do hereby state that:

I serve as general counsel for Estate at Westbury Owners' Association, Inc.

1. This Affidavit is made to record the attached *Rules and Regulations Estate at Westbury Horizontal Property Regime, Revised May 2022*, in order to meet the requirements of the South Carolina Code §27-30-110, et seq. known as The South Carolina Homeowners Association Act which amended Title 27 of the 1976 Code of Laws of South Carolina.

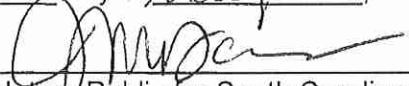
FURTHER AFFIANT SAYETH NOT.



Jannine M. Mutterer, Esquire

SWORN TO BEFORE ME THIS

27th day of May, 2022



Notary Public for South Carolina
My Commission expires 12/21/2027



RULES AND REGULATIONS THE ESTATE AT WESTBURY HORIZONTAL PROPERTY REGIME

REVISED MAY 2022

To create a congenial, pleasant and dignified living atmosphere that is respectful of all Owners and Occupants, these Rules and Regulations have been adopted by the Board of Directors. These Rules and Regulations supplement the Master Deed of the Regime and the Bylaws of the Association. They apply to Owners, Occupants, and their families, tenants, guests, agents, invitees, contractors, and employees.

Failure to comply with any of these Rules and Regulations, The Master Deed, or Bi-Laws will result in warnings and/or fines and/or other actions as appropriate.

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1. RESIDENTIAL AND BUSINESS USAGE

- A. **Single Family Residential Use and Occupancy Limits.** Units shall be utilized for single family residential purposes only. Owners and Renters shall adhere to HUD's Standard Occupancy Code of 2 people maximum per bedroom plus 1 (example for a two bedroom unit is $2 \times 2 + 1 = A$ max of 5 people)
- B. **Occupancy Levels.** The Association will notify an Owner in writing if an Owner's unit exceeds authorized occupancy levels, and the Owner will have 30 days to correct the violation or be fined.
- C. **At-Home Businesses/Usage.** Private business may be conducted in a Unit to the extent allowed by applicable zoning laws but may not create undo traffic, defined as no more than two vehicles at any one time to be allowed on property, noise, or disturbances to other occupants of the community as determined by the Homeowner's Association Office.
 - i. No in-home childcare/daycare/babysitting business may be operated in the unit or on the Property. Such businesses are considered in-home childcare businesses when money or goods are paid for the care of a minor in the Unit or on the Property.
 - ii. No laundry services may be operated in the Unit or on the Property.
- D. **No Exterior Signage** or advertising of the Unit as a place of business is permitted.
- E. **Owner and Tenant Responsible for Conduct of Others in the Unit.** Each Unit Owner shall be deemed responsible to the Association for the results of the actions or omissions of Occupants of the Unit and their agents, invitees, guests, and pets while on the Property, any and all fines assessed in regards to a particular Unit will be assessed to the Owner of record, but the responsibility of the Unit Owner shall not relieve any Occupant of the Unit or their agents, invitees, or guests from any liability to the Association or **any** other Person for their acts.
- F. **Exemptions.** The provisions in (A) and (C) above shall not preclude the following:
 - i. The Association or any Management Agent may conduct business activity as is reasonably required for the effective operation of the Property and the Association.
 - ii. With written permission by the Board of Directors, Units or Common Elements may be used, rented, or leased for such lawful purposes as Association administration, or other activities determined by the Board of Directors to be beneficial to the Association or Owners.
 - iii. Units or Garage Units may be shown for sale or permitted leasing purposes during normal business hours and in accordance with any procedures established by the Board of Directors to preserve a congenial, pleasant and dignified living atmosphere.

2. **GARAGE/STORAGE UNITS:** Garage and storage units are only allowed to be owned/purchased by Unit Owners. Any legal action required to correct the sale to a non-owner or leasing to a non-resident will be charged to the seller in compliance with section 3.5.3 of the Master Deed.

3. **TIMESHARING, LEASES, AND RENTALS**

Pursuant to Section 10.3 of the Master Deed, in order to alleviate problems of security and disruption associated with frequent changes in occupancy, the following rules apply:

- A. **Timeshares:** Units shall not be divided into or operated as timeshares or interval ownership segments.
- B. **Rental Minimums:** Units shall not be leased or rented for a period of less than two hundred seventy (**180**) consecutive days. In the event that the current renter moves out within that set number of days, Owner shall not release the unit until the 180 period is complete.
- C. **Tenant Applications, Leases; Screening Tenants: Owners must conduct NATIONAL background checks and Sex Offender Registry Checks for all prospective tenants age 18 and older.** A copy of each tenant's background check report and sex offender registry report, with social security number redacted, must be submitted to the Association along with a copy of the lease and the tenant's lease application including, without limitation, the name(s), home address(es), and telephone number of the tenant(s) **PRIOR** to the tenant taking occupancy of the Unit. Failure to provide documentation prior to move-in will result in a fine. No one who has plead guilty, no contest, or been convicted of a crime that involved drugs, weapons, theft, gangs, violence, or a threat to the health, safety, welfare of others within **the last (7) years** will be allowed to reside on the Property.
- D. **Tenant Pre-Occupancy Registration Requirements:**
 - i. Gate Card Registration (Gate Cards are \$15, paid via check or money order made payable to Westbury Park)
 - ii. Parking Registration (Parking stickers are \$35, paid via check or money order made payable to The Estate at Westbury)
 - 1. Driver's License
 - 2. Vehicle Registration
 - 3. Vehicle Insurance
 - iii. Pet Registration (Pet Administration Fee is \$150, paid via check or money order made payable to The Estate at Westbury)
 - 1. Photo of pet
 - 2. Letter from Owner/Agent confirming pet is allowed - If pet is not listed on the lease agreement
 - 3. Vaccination Records
 - 4. Certificate of Pet Liability Insurance
 - iv. Rules and Regulations Acknowledgement
 - v. Bicycle Registration
 - vi. Renter Liability Insurance Declarations Page (**Mandatory**)

- E. **Garage and Storage Units.** Garage and Storage Units shall only be leased/rented to a current owner or leaseholder at the Estate at Westbury. Lease/Rental agreement for Garage and Storage Units must be provided to the Association prior to renting/leasing.
- F. **Move-in/Move-out times:** Tenants are only allowed to move in or out of their home between the hours of **8:00 am and 8:00 pm** in order to ensure the quiet enjoyment of all.
- G. **Compliance with Governing Documents:** Tenants, like Owners, are obligated to comply with all documents governing the Association and the Property. All leases must require tenants to comply with the terms of the Master Deed and the Rules and Regulations. If leased or rented, the Unit Owner shall ensure that Occupants of the Unit understand and fully comply with the provisions of the Master Deed and these Rules and Regulations. However, this statement in no way limits the Owner from being liable for all of a Tenant's actions and inactions, and the actions or inactions of a tenant's guests, invitees and Occupants.
- H. **Disruptive Tenants, Criminal Behavior.** It is the responsibility of each Owner to secure responsible tenants for the Owner's Unit or to secure a reputable Property Manager to manage the Unit and tenant in the Owner's absence.
 - i. **Repetitive Disruption:** If a tenant repetitively is disruptive and the Owner and/or Property Manager is uncooperative or fails to act upon notification, and as a result the congenial, pleasant and dignified living atmosphere of the Estate at Westbury suffers due to such tenants, the Association will assess a \$500 fine to the Owner for each occurrence.
 - ii. **Illegal or Criminal Activities:** If a tenant is involved in alleged illegal activity on the Property that causes, directly or indirectly, the Estate at Westbury being reported in the television or print news, the Association will assess a \$500 fine to the Owner for each occurrence. Such activity is a direct violation of the Rules and Regulations of the community.
 - iii. **Sheriff's Office/Law Enforcement Calls:** If law enforcement is called to a Unit due to misconduct on behalf of a tenant, written notice will be given to the Owner, Property Management Company, tenant and the Association will assess a \$500 fine to the Owner for each occurrence. In the event of the continued need for law enforcement involvement within one Unit, the Board of Directors will require the Owner evict the tenants for violation of the Master Deed or Rules and Regulations.

4. LEASES; RENEWALS; VACANCIES

- A. Property Managers or Owners shall be responsible for providing copies of all leases and paperwork that Owners are obligated to provide under the Rules and Regulations.
- B. If a tenant's lease converts to **month-to-month** status after its end date, the Property Manager or Owner must provide the Association with a new lease

agreement of no less than one hundred and eighty (180) days within the 30 day extension after the previous lease end date.

- C. Property Managers or Owners must notify the Association Office when a tenant moves out **prior** to their final day. Failure to provide notification prior to move-out will result in a fine of **\$75** per occurrence to the Owner of the unit.

5. LICENSURE AND CONDUCT OF PROPERTY MANAGERS

- A. **Management Contracts** - Any Owner who hires a Property Manager to conduct rental management services on their behalf must provide the Association Office with a copy of the signed Management Contract redacting any and all personal/financial information. This contract acts as proof of the Owner allowing a particular person/company to act on their behalf in regards to the Unit. Failure to do so will result in such Property Manager/Company being prohibited from providing Management service on the Property.
- B. **Licensure** - All Property Managers providing services to Owners of Units must have and maintain a Property Management License with the State of South Carolina and comply with all applicable laws. Property Managers must provide proof of licensing within 14 days of acquiring a property to manage within The Estate at Westbury. Failure to do so will result in such Property Manager/Company being prohibited from providing Management service on the Property.
- C. **Property Managers who exhibit unethical behavior** - actions or practices that are detrimental to the stated goals of a pleasant and safe community, may result in the prohibition of the Property Manager/Company providing services within the community.
- D. **Request Owner to Change Management Company** - After two (2) violations of the Master Deed or Rules and Regulations by the same Unit managed by a Property Manager, or the Manager themselves Owner will be fined \$500 for each violation thereafter.
- E. **Order of Communication.** As an Association, our obligation is to Owners, not tenants or Management Companies therefore communications will be sent to the Owner, property manager and tenant.
- F. **The Association Office will NOT honor requests by Owners to cease contact regarding tenants or to communicate solely with Property Managers**

6. USE OF AMENITIES FOR PRIVATE EVENTS

- A. Any resident wishing to use any amenity for a private event must comply with the rules set forth by the Association Office.
 - i. The pool is not available for private events.

7. OWNER AND TENANT RESPONSIBLE FOR CONDUCT OF OTHERS

- A. Each Unit owner shall be deemed responsible to the Association for the results of the actions or omissions of occupants of the Unit and their agents, invitees, guests, and pets while on the property, but the responsibility of the Unit owner shall not relieve any occupant of the Unit or their agents, invitees, or guests from any liability to the Association or any other person for their acts or omissions.

8. RESIDENCY ON THE PROPERTY

- A. **Only Owners or Occupants** listed on a lease agreement are considered to have proper authorization to reside on the Property.
 - i. Anyone not an Owner (or child/partner of an owner) or not an occupant listed on a lease agreement, who is residing on the Property is not authorized and is trespassing.
- B. **Guests** who stay on the Property longer than 14 days are no longer considered guests but occupants of the unit. They must then register with the unit Owner or Property Manager and the Association Office. All documentation required for lease holders will also be required for all occupants, specifically all occupants over the age of 18 must have a background check.
- C. **Guest of Guests:** Personal guests and invitees may not authorize access for others unless given approval to do so by the Board of Directors or the Management Agent.

9. VENDORS

- A. **All Vendors** must sign in at the Association Office immediately upon entering the Property. It is the responsibility of the Homeowner to notify the vendors providing services to their Unit check in with the front office.
- B. **All Vendors** must hold a business license, have proper identification, and be insured. Specialty jobs such as plumbing, electricity, etc. must be completed by a specially licensed professional of that field.
- C. **Vendors** must follow all Beaufort County regulations and obtain all required permits.
- D. **Vendors** are restricted to working on the Property during the hours of **9:00 am - 6:00 pm Monday through Friday**.
- E. **Vendors may not** do work on the Property on the weekends without advanced written approval from the Board of Directors.
- F. **The Board of Directors** may establish additional check-in or sign-in procedures and time limits for vendors, suppliers, repair and service personnel, etc.
- G. **Exceptions**
 - i. Deliveries or emergency repairs

10. PROHIBITED USES

- A. **The Owner and Occupants** of a condo unit, storage unit, or garage unit shall not permit or do anything on the Property that will, in the sole opinion of the Board of Directors or Management Agent to:
- i. Increase the insurance rates
 - ii. Obstruct or interfere with the rights of other Unit Owners or the Association
 - iii. Violate any law or regulation of the governmental body

11. WEAPONS

- A. Due to the danger to persons and property, the brandishing or displaying of any weapon at any time on the property is prohibited, except for those who possess a valid SC Concealed Carry Permit and law enforcement officers. A weapon is defined as but not limited to, firearms, rifles, paintball guns, knives, pellet guns, BB guns, bow and arrows.

12. PETS

All Owners and Occupants must review and comply with Beaufort County SC Code of Ordinances Chapter 14 - Animals: Sections 14-32.

A. **Permissible Pets**

- i. Fish, Birds, Cats and Dogs are permitted which are not in violation of Beaufort County Regulations
 - i. Dog Restrictions see 12.B. iii
 - ii. Aquariums must be less than 10 gallons in total

B. **Special attention required for the following Pet Regulations by the County**

- i. **Beaufort County Regulation Chapter 14 Section 14-14** restricts dangerous animals and exotic animals
- ii. **Beaufort County Regulation Chapter 14 Section 14-33** All dogs must be kept under control by means of a leash.
- iii. **Restricted Dogs** - Per Beaufort County Regulation Chapter 14 Section 14-30
 - i. Pitbulls are defined by the County as "*American Pit Bull Terrier, American Staffordshire Terrier, Staffordshire Bull Terrier, American Bulldog, American Bully, Cane Corso, or any dog that exhibits physical characteristics which predominantly conform to the standards established by the American Kennel Club (AKC), Unit Kennel Club (UKC) or American Dog Breeders Association (ADBA) for any of the above breeds.*"

C. **Screening/Registration**

- i. Occupants with pets must complete the "Pet Registration Form" before a pet may occupy a Unit or be on the property. If the pet is a dog or a cat, a current photograph must be attached to the form. Renters must also provide a letter from their Landlord providing acknowledgement of the pet being inside of the home. Failure to complete a Pet Registration Form will result in the pet being unregistered and fines being assessed.

- ii. The Association will assess a fine of \$25 per day per pet for each day the pet(s) remain on the Property without approval. The Board of Directors shall have the right to approve or disapprove the pet registration of any Occupant that does not go through the proper screening process.
 - iii. Following approval of a pet by the Association, an occupant with a pet will be given 1 (one) numbered registration tag for the pet's collar. The tag must be on the pet and available for examination by code enforcement, security and/or any Association employee or Board member any time that the pet is outdoors.
- D. **Insurance:** All dog owners must carry pet liability insurance with a minimum of \$100,000 of liability coverage and provide a copy of their certificate of insurance to the Association Office. This liability insurance can be added to our current owners policy or renters policy.
- E. **Pet Fees.** Residents will be charged a one time pet administration fee of \$150 at the time of registration, this fee will run for the entire term of tenancy for the unit.
- F. **Number of Pets Permissible.**
- i. A maximum of 2 (two) pets per Owner Occupied unit is allowed.
 - ii. A maximum of 1 (one) pet per Renter Occupied unit is allowed.
- G. **Pet Requirements**
1. **Vaccination:** All pets must be kept up to date on all vaccinations. A vaccination record is required for each pet, showing the pet's name, specific breed(s), sex, color, and next vaccination due date. South Carolina law requires that all cats and dogs be vaccinated against rabies. Additionally, the Estate at Westbury requires distemper vaccinations.
 2. **Leashes:** Pets must always be leashed when outside of a Unit. If extendable leashes are used, dog caregivers must remain close enough to the dog to keep the dog under firm control.
 3. **Breeding:** Pets shall not be kept, bred, or used for any commercial purpose
 4. **Roaming/Tethering:** Pets must not be allowed to roam free or be tethered in the Common Elements
 5. **Supervision:** Pets must not be left unattended on patios or balconies, Pets in transit are to be carried, restrained on a leash, or placed in an animal carrier.
 6. **Pet Waste:** Persons who walk pets are responsible for immediately cleaning up after their animals and discarding securely bagged pet waste in the provided pet stations throughout the Property. Cat litter may not be disposed of in toilets. Violations are subject to fines to Unit Owners as referenced to Section H herein.
 7. **Damage:** Pet caregivers are responsible for any exterior damage caused by their pets. Any damage caused by cleaning chemicals or other such materials used to remedy said damage is also the full responsibility of the pet caregiver and will be billed onto the Owners account.

8. **Noise/Nuisance:** No pet shall be allowed to become a nuisance or create an unreasonable disturbance. Examples of nuisance behavior for the purpose of this paragraph are:

Pets whose unruly behavior causes personal injury or property damage

- i. Pets who make noise continuously and/or incessantly
 - ii. Pets in Common Elements who are not under the complete physical control of a responsible caregiver and on a hand-held leash of no more than six feet in length or in a pet carrier
 - iii. Pets who relieve themselves on walls, floors or sidewalks of Common Elements
 - iv. Pets who exhibit aggressive or other dangerous or potentially dangerous behavior.
 - v. Pets who are conspicuously unclean or parasite infested.
9. **Service Animals:** Notwithstanding any other provision herein, disabled occupants as determined under ADA (American with Disabilities Act) may keep service animals in their Units. An official letter from a physician declaring a need for the service animal as well as proper documentation verifying that the animal is a service animal will be required.
10. **Pets of Guests:** Occupants are responsible for the pets of guests who visit their Unit; such pets are subject to the same restrictions as resident pets.
- i. Guests are limited to 1 (one) dog or cat. The animal must be up to date on all vaccinations and the pet caregiver must comply with all of the pet rules and regulations.
 - ii. The office must be notified **in advance** that the pet of a guest is coming. If the guest is coming for a last minute weekend visit, the Unit Owner or Tenant must email the office or drop a note in the overnight drop box. If the office is not notified, then the pet will be deemed "an unregistered pet" of the resident and fines will be imposed to the Owner per Section H herein.
 - iii. No pet of a guest may stay in a Unit for more than 14 days in any one year period without prior written permission of the Owner and Association Office.

H. **Pet Enforcement and Fines.**

- i. **Fine Schedule/Procedure:** Except where otherwise noted, the Association shall impose the following penalties to unit Owners for violations of the Rules and Regulations applicable to pets:

- i. First Violation: Written warning with no fines attached
- ii. Second Violation: Fine of \$60.00
- iii. Third Violation: Fine of \$80.00
- iv. Unauthorized Pets/Unregistered Pets, and guest pets who stay longer than 14 days will result in the Unit Owners account being fined immediately \$125, and then \$25 per day until the situation

has been remedied by confirmation from the Owner in writing.

There will be no warning given for unauthorized pets.

- v. Fine Billing Policy: All fines will be applied to the Owner's account with the Association and billed along with association regime fees. Owners are responsible for collecting reimbursement from their tenants.

- I. **Pet Removal Hearing**: If a pet is found to be dangerous or a nuisance to the community, arrangements will be made for a hearing with the unit Owner before the Board of Directors to determine whether the pet may remain on the Property.

13. NON-SMOKING AREAS

- A. All Common Elements on the Property are NON-SMOKING

14. OFFENSIVE ACTIVITIES

- A. **Owners are responsible at all times** for the reasonable conduct of themselves, their tenants and guests.
- B. **Outside Quiet Hours**: From **9pm to 7am**, the volume outside Units must be significantly reduced to avoid disturbing Occupants. Music must not be heard from your vehicle beginning at the Westbury Park entry gates. The Association shall impose penalties for violations within the Estate at Westbury. **First Offense: Warning, Second Offense: \$100 Fine; Third Offense and Additional Offenses: \$175 Fine.**
- C. **Offensive Lights**: Unusually bright, flashing or pulsing lights that are visible from another Unit or the Common Elements (other than Limited Common Elements serving only the Unit in which they are located) are prohibited
- D. **Curfew for minors**: no one under the age of sixteen (16) years of age shall be allowed in the Common Elements from **8:00 pm to 7:00 am**, unless accompanied by an Owner or Occupant over the age of eighteen (18).
- E. **Noise Rules**: Respect for neighbors' right to peace and quiet is essential. Any violation of the following Noise Rules will be subject to the imposition of a notice, hearing and a fine:
 - 1. **Noise Volumes**: The volume of radio, stereo sets, television, musical instruments, audio devices, parties and conversations must be maintained at a reasonable level at all times so other Occupants are not disturbed. **The Association shall impose the following penalties for violations: First Offense: Warning, Second Offense: \$100 Fine; Third Offense and Additional Offenses: \$175 Fine.**
 - 2. **Loud or boisterous conduct** anywhere on the Property, including in the Unit or Garage Unit, which disturbs the comfort and quiet enjoyment of others is prohibited. **The Association shall impose the following penalties for violations: First Offense: Warning; Second Offense: \$100 Fine; Third Offense and Additional Offenses: \$175 Fine.**

3. **Speakers and Floor Supported Musical Instruments:** Speakers and floor-supported musical instruments (e.g. pianos, organs, etc.) or other equipment must be properly insulated from direct contact with floors and walls in order to minimize vibrations.
4. **Vehicle Audio Systems:** Vehicle Audio Systems must be turned down prior to entering Westbury Park from Buck Island or Highway 278. The volume must be such that no music may be heard from outside of the vehicle. This is in effort to protect our neighbors on Kensington Boulevard in Westbury Park as well as Occupants on the Property. **First Offense: NO Warning-\$100 Fine, Second Offense: \$200 Fine; Third Offense and Additional Offenses: \$300 Fine.**

F. **Loitering:** Loitering is not permitted in the breezeways and stairwells at any time night or day. **First Offense: NO Warning-\$100 Fine, Second Offense: \$150 Fine; Third Offense and Additional Offenses: \$200 Fine.**

G. **Littering:** No littering is allowed on the property. **Fine amounts are listed in Section 22. TRASH**

H. **Entrance and Exit of the Property** is only allowed via the front entrance/ exit gates. Any destruction of property fencing will be considered destruction of property and a fine of **\$500** will be assessed for each incident plus any and all cost for repairs.

15. SKATEBOARDS AND WHEELED DEVICES. Skateboards, roller skates, scooters, wheeled shoes, and other similar wheeled devices must be used only on the sidewalk areas provided throughout the property. You must yield to any and all pedestrians and vehicles.

16. SECURITY. The Association and Management Agent are not responsible for the security of Owners, Occupants, their Invitees or Guests. Owners are **Required** to obtain insurance coverage for any perceived danger to property or person. The Board shall, at its sole discretion, engage on-site security for the Property. **All Owners, Occupants, their Invitees and Guests shall always cooperate with security personnel.**

A. **Security Company**

1. Currently our security randomly patrols the Property 7 days a week.
2. If you have an emergency, you need to call 911 as security may not be on the property when you call.
3. If you have an issue regarding noise or any offensive activity listed above. Please call the non-emergency dispatch number to have an officer come out and assist you. **Beaufort County Non-Emergency Dispatch 843-524-2777.**

B. **Video Surveillance Cameras:** The Association will employ video surveillance equipment throughout the Property. This equipment will be monitored randomly. Footage is the exclusive property of the Association. Each Owner, Occupant and

Guest is responsible for the protection and security of his or her own personal property.

1. The main office will have both Audio and Video recording equipment.

17. POOL RULES. The following rules and regulations have been established for the welfare of all Occupants and to prevent damage to the Common Elements.

- A. **Swim at Your Own Risk:** All person's must swim and use the pool at their own risk. **NO LIFEGUARD IS EVER ON DUTY.**
- B. **Gate:** The gate to the pool area must be kept locked at all times for safety and to comply with SCDHEC ordinances.
- C. **Pool Entry:** Amenity Fobs may not be shared with non-occupants. Occupants may not open the pool gates for others, even those they know to live on the property. Doing so may cause loss of pool privileges (note security cameras). Entry by climbing over the pool fence is prohibited and subject to fines.
- D. **Lost Fobs:** Lost pool fobs may be replaced by going to the Association Office. A \$20 charge will be assessed and must be paid via money order or cashiers check before issuance of a new fob.
- E. **Guests:** The pool may be used only by Occupants and guests of Occupants. Pool use shall be at the sole discretion of the Management Agent or the Board. An Occupant must always accompany every guest. A maximum of three (3) guests per Unit are allowed in the pool area at any one time.
- F. **No Pets:** No pets are allowed in the pool area at any time.
- G. **Maximum** number of swimmers is 40, maximum number in the total pool area (deck+pool) is 108.
- H. **Glass Containers/Smoking/Food:** No glass containers may be brought into the pool area at any time. The pool is a NO SMOKING & NO FOOD AREA. Food must be confined to the barbecue area only.
- I. **Running/Horseplay:** Running, undue splashing, "horse-play", spitting or obscene gestures or language are not allowed. Determining whether such an offense occurred shall be at the sole discretion of the Management Agent or the Board.
- J. **Dress:** Only persons dressed in appropriate swimming apparel will be allowed in the pool. No cutoffs of any type of street wear are permitted in the pool.
- K. **Regular Diapers** are not allowed in any pool at any time. Children who are not toilet trained **MUST WEAR** rubber pants or swim pampers, some may be called Swim, Splashers, Little Swimmers, etc.
- L. **Hair accessories** such as barrettes, ribbons, pin curlers, etc. must be removed from the hair before entering the water.
- M. **Music/Audio Devices:** Only battery operated radios and audio devices are allowed in the pool area, and then earphones must be used.
- N. **Quiet:** Persons using the pool must respect their neighbors' right to quiet and keep the noise to a minimum.

- O. **Cleanliness:** Throwing foreign matter or debris into or around the pool area is prohibited and this may result in pool closure to reestablish a chemical balance to satisfy the requirements of applicable ordinances. Fines will be assessed.
- P. **Under age 16:** Persons under sixteen (16) years of age must always be accompanied by an adult occupant over the age of eighteen (18). Occupants may lose the privilege of the pool if minors come to the pool unaccompanied.
- Q. **Pool Furniture:** Pool Furniture is to be used only for pool purposes and may not be placed into the pool.
- R. **Alcohol:** No alcohol is allowed in the pool area at any time.
- S. **Trespassing/Pool Closure:** The pool shall not be used during repairs or maintenance or when it has been closed for any other reason. Any entry while the pool is closed is trespassing.
- T. **Fines:** Owners shall be subject to the imposition of a notice and fine for any violation. Anyone breaking the rules may lose pool privileges for up to sixty (60) days for each occurrence and pool fobs will be deactivated. **The Association shall impose the following penalties for violations: First Offense: Warning; Second Offense: \$100 Fine; Third Offense and Additional Offenses: \$175 Fine.**

18. POOL OPENING

- A. **Pool is generally open** from April through October (specific dates TBD by the Board based on weather)
- B. **Pool Hours:**
 - 1. There will be 2 adult swim hours.
 - a. **8:00 am - 9:00 am** the pool is open to anyone **age 18 and older.**
 - b. **6:00 pm - 7:00 pm** the pool is open to anyone **age 55+ and ADA Restrictive.**
 - 2. 9:00 am - 6:00 pm and 7:00 pm - 9:00 pm the pool is open to all residents.
- C. **Off Season:** The pool may be open off season (November to April) for deck use only, as determined by the Management Agent and the Board. - NO SWIMMING ALLOWED.
- D. **Sunbathing is only allowed on the Pool Deck and Personal Patio Areas, grass areas or other common elements are not to be used for this purpose.**

19. WINDOW TREATMENTS

- A. Window Treatments and Signage:
 - 1. Blinds: All windows and doors must have slatted blinds, which must be white and horizontal. No vertical blinds are permitted. Blinds must be in good working order and free from bent slats, cracks, tears and must not be broken. Blinds must be visible from the exterior of the building at all times.
 - 2. Curtains and window treatments: Blinds are the only window treatment permitted to be visible from the outside. All windows must have blinds between the window and curtains or other types of window treatments.

Other treatments that are not white in color, must not be visible from the outside.

3. **The Association shall impose the following penalties for violations: First Offense: Warning; Second Offense: \$100 Fine; Third Offense and Additional Offenses: \$175 Fine.**

20. ANTENNAS AND TELECOMMUNICATIONS EQUIPMENT. No television, radio, or other telecommunications antenna, aerial, component or dish shall be attached to any Condo Unit, Common Elements, or Garage/Storage structure. With expressed permission from the Board of Directors, Dishes may be placed on a patio or balcony within a neutral colored container.

21. APPROVAL OF MODIFICATIONS.

- A. Unless otherwise expressly permitted in writing by the Board of Directors no exterior painting, decoration, attachment to, or modification of a Unit, Garage Unit, Common Element or Garage Common Element is allowed. No modification of the Common Elements or Garage Common Elements of structural, mechanical, electrical or plumbing systems of a Unit or Garage Unit shall be permitted.
- B. The Board of Directors may determine that certain attachments to a Unit, Garage Unit or a portion of the Common Elements or Garage Common Elements, such as, without limitation, balcony ceiling fans, exterior lights, patio shades, must be uniform in appearance and location in order to preserve the visual harmony of the Property.
- C. Window air conditioner units are not allowed at any time.
- D. Floor Modifications: All floor replacements for 2nd and 3rd floors must be carpeting over 80% of the Unit (**see section 20.D.3 for Carpet Standards**), to include bedroom, living room, dining room and hallway.
 1. With **advance approval** by the Board of Directors, non-carpeting flooring may be laid by a professional licensed installer on 2nd and 3rd floors, only when a sound suppressing **underlayment is installed with a minimum thickness of 6mm**, and a **flooring thickness of 6mm or more**. The products must also have a **minimum STC rating of 60** and a **minimum IIC rating of 65**. Items must be installed following the manufacturer's installation instructions. A plan with specific product information and installer information must be submitted to the Board for approval before installation. **The Board of Directors shall assess a fine of \$1,000 against any unit failing to obtain Board approval before installation. There will be an additional fine of \$1,000 for installing products that do not meet the above standards.**
 2. **Inspection:** Installer/Owner/Property Manager must notify the Association Office at least 48 hours before installation and allow at least one employee or Board Member to inspect the unit while installation is happening to ensure proper install.
 3. Owners who fail to submit a plan to the Board of Directors when required to, who install substandard carpeting or less than ½ inch firm padding, or

use an unlicensed installer, and as a result the sound barrier does not meet the requirements of this provision (as solely determined by the Board of Directors), will not be in compliance. **Owners will be required to correct the issue and be assessed a fine in the amount of \$1,000.**

4. If non-carpet flooring is installed in a Unit directly over plywood with no sound insulation. **The Owner will be required to correct the issue and be assessed a fine in the amount of \$1,000.**
5. Compliance with the above procedures is not a substitute for compliance with other applicable **building, zoning, subdivision and development standards ordinances codes or other covenants that may apply to the work.** The Board of Directors, its authorized designee, the Association, the Management Agent, and their respective officers, employees and agents shall not be responsible for any defects in any plans or specifications approved by the Board of Directors or its authorized designee, nor for any defect in any work done according to such plans and specifications.

22. TRASH

- A. Household trash and other waste must be disposed of in the trash compactor across from the Clubhouse or taken off property. Bagged garbage and broken down boxes are permitted.
 1. Household garbage shall not be placed in trash cans around the property.
 2. Trash bags shall not be stored on vehicles in anticipation of going to the compactor
 3. Trash is not to be stored in breezeways, on patios, on balconies or any common element
 4. All items that are not considered bagged household trash or broken down boxes must be taken off of the property.
- B. **Fines and Fees:** Any trash found on the property will result in a fine in the amount of **\$50 per bag** to the Owner of the Unit. Large items left at the compactor area or anywhere on the Property will be assessed a fine in the amount of **\$100 dollars per item plus the price of removal.**

23. OBSTRUCTION AND USE OF COMMON ELEMENTS. Nothing shall be stored or kept on any part of the Common Elements, Corridors, Steps, Breezeways, Driveways, Parking Areas and Pathways.

- A. **Children** under the age of 16 should not be within any common elements of the community without the direct supervision of an adult/guardian 18 years of age or older. This includes but is not limited to the grass areas throughout the property, the sidewalks and parking areas, the playground, the breezeways, the pool, the fitness center, etc. The Association, Board of Directors, Management Agent, and Employees can not be held liable for any damage or injury due to unsupervised minors.

24. VEHICLES AND VEHICLES ACCESS TO THE PROPERTY AND PARKING.

A. Vehicle Access and Parking:

1. No mobile home, trailer (enclosed or open), boat, house trailer, camper, motor vehicle with sleeping facilities or bus shall be parked or stored on the Property.
2. All vehicles must be parked in designated paved parking spaces or garage units. Vehicles may not be parked on any grass area at any time.
3. Vehicles shall not be parked in a manner that obstructs access to sidewalks or entryways, this includes trailer hitches to not intrude into these areas.
4. At no time shall any vehicle take up more than one parking space at any given time.

B. Parking Decals: All vehicles of Occupants must display a parking decal to be parked on the property. **Each unit is entitled to receive up to two (2) parking decals for onsite occupants.** Additional vehicles of Occupants must be parked or stored off Property due to the number of available parking spaces.

1. **Owners Decals** are free to Owners and must be renewed every five (5) years. In order to obtain a parking decal, Owners must provide the following:
 - a. Ownership papers/HUD statement from purchase
 - b. Current Condo Owners Insurance Policy
 - c. Be current on Association Fees
 - d. Complete the EAW Vehicle Registration and Parking Decal Request Form
 - e. Copy of current vehicle registration
 - f. Copy of current vehicle insurance
 - g. Copy of current drivers license
2. **Renter Decals** are \$35/decal and must be renewed at the end of each lease agreement. Month to month residents may only remain in month to month status for a total of 30 days. In order to obtain a parking decal, Renters must provide the following:
 - a. Current Lease Agreement
 - b. Current National Background Check
 - c. Owner must be current on Association Fees
 - d. Complete the EAW Vehicle Registration and Parking Decal Request Form
 - e. Copy of current vehicle registration
 - f. Copy of current vehicle insurance
 - g. Copy of current drivers license
3. **Commercial Decals** are \$35/decal and must be renewed every five (5) years for Owners or at the end of each lease agreement for Renters. Month to month residents may only remain in month to month status for a

total of 30 days. You must get a commercial decal if your vehicle falls within the below guidelines:

- a. Any truck/vehicle larger than the body style size of a F-150
- b. Any vehicle with dual wheels
- c. All Panel Vans
- d. Any vehicle storing or carrying/able to carry equipment
- e. Any vehicle that is lifted higher than standard limits and obstructs viewing of others.
- f. Any vehicle with commercial signage

Commercial decals count as one of the two vehicles allowed on the property per unit and must be parked in the designated parking spaces on the property. In order to obtain a Commercial Parking Decal refer to items needed in 24.B.1 & 2.

4. **Motorcycles** All motorcycles must be registered with the Association Office and do count as one of the two vehicles permitted per unit. Reference 24.B.1&2 for what items should be brought in for registration
5. **ADA Parking Spaces**
 - a. Assigned spaces are available for Occupants who have a disability so that such Occupants may park closer to their Units. In order to obtain an assigned parking space, the following must be provided in addition to the items listed above:
 - i. A copy of a permanent handicapped parking placard issued by the state to the Occupant. The Occupants photo ID must match the Handicapped Parking Placard.
6. **Failure to obtain a parking decal** will result in towing without notice at the vehicle owner's expense

C. Past Due Association Account

- a. Parking Decals will not be issued for a Unit if there are any past due amounts owed to the Association for such Unit, including, without limitation, assessments, fees, fines, utilities, etc.
- b. If a unit is past due for more than 60 days, any parking decal(s) associated with said Unit may be revoked.
- c. If decal(s) are revoked due to non-payment of fees, the account must be brought current and the Occupant must pay a fee of \$35/decal to reinstate valid parking.

- D. Vehicle Repairs:** Vehicle repairs on the Property shall be limited to minor emergency repairs requiring a short period for completion, such as charging or replacement of a dead battery or repair of a flat tire. For safety, vehicles may not be placed in a raised position other than for the limited and temporary purpose of changing or repairing a flat tire while in the parking lot area of the property. An adult (18+) shall be present at all times while the vehicle is in the lifted position.

- E. **Abandoned and Inoperable Vehicles:** Any inoperable vehicle or a vehicle in a state of disrepair located in a parking space that has not moved within a 48-hour period will be considered abandoned. Abandoned vehicles will be given a 24-hour warning and will then be subject to towing without notice at the vehicle owners' expense.
- F. **Speed Limit:** The maximum speed limit on the Property is 10 MPH. Traffic violation tickets will be issued on the property by security or Police with copies being provided to the Management Agent. Fines will be assessed to the Unit Owner for any tickets associated with the Owners or Occupants as determined by the Board of Directors.
- G. **Towing:** Vehicles violating any of the Parking Rules and Regulations may be towed at the sole cost and risk of the vehicle Owner and with or without notice.
- H. **Indemnification:** The Association, Board of Directors, and Management Agent shall not be liable for any loss or damage to vehicles or personal property within vehicles parked on the Common Elements or within Garage Common Elements.

25. GUEST PARKING

- A. All vehicles must be registered either by obtaining a parking sticker or for temporary guests, registered in Parking Boss.
- B. Vehicles that do not display an EAW decal or are not registered in Parking Boss are at risk of being towed. In most cases, not all, vehicles will receive a 24 hour notice before being towed. In the event your vehicle is towed or missing, please contact: **Beaufort County Non-Emergency Dispatch 843-524-2777.**
- C. **Parking Boss**
 - 1. You can register guests one of two ways:
 - a. Visit estateatwestbury.parkingattendant.com and complete registration.
 - b. Using a smartphone, scan the barcode found on guest parking signs throughout the property and complete registration.
 - 2. Residents can register guests for up to 72 hours in a seven-day period. For guests visiting longer than 72 hours, please contact the Association Office to explain your circumstances. They will follow their guidelines and can extend your registration.
 - 3. The Community Manager or Security Company may block vehicles from Parking Boss for reasons such as; violations of HOA Rules and Regulations, repeated registrations, etc.
- D. **Parking Spaces for guests:** All guests must park in the outlying parking spaces around the perimeter of the property or in the parking areas located at the Association Office in order to ensure that residents who live on the property can park closer to their homes. Guests are prohibited from parking directly in front of any building.

26. RESPONSIBILITY FOR DAMAGE TO COMMON ELEMENTS: If any maintenance, repair, or replacement of any portion of another Unit or Common Elements or Garage Common Elements ("Repairs") is required because of the negligent or willful act or omission of an Owner or Occupant of a Unit ("Liable Party"), then the Liable Party shall be responsible for such maintenance, repair, or replacement. For example, if damage is caused to a Unit due to a clogged heating ventilation and air conditioning line that services only the Liable Party's Unit, the Liable Party will be responsible for all resulting damage.

27. INSURANCE Owners are responsible for any damage their unit causes to another unit. Each Unit Owner is required by the Master Deed to carry liability insurance on their Unit, the Association strongly urges that in addition to liability coverage, Owners purchase property insurance against all perils, including but not limited to, personal property or property of other persons from protection or loss due to or caused by theft, vandalism, bursting or leaking pipes, to include water heater or HVAC condensation lines, by or from fire, windstorm, hurricane, hail, or flooding. Leakage from windows or doors, steam, snow or ice, by running water, back up of drainage pipes, seepage, or the overflow of water or sewage on the property of which the owner's unit is a part. Homeowner Insurance Policies must be kept current and a copy of the Declaration page provided to the Association Office. ***If you add the Estate at Westbury as a certificate holder with your insurance company, they will automatically send a copy of your policy to the Association Office upon each renewal.***

A. If an Owner experiences damage from another Unit, there are certain steps that must be taken in order to ensure proper documentation of the event and completion of repairs.

1. The Owner affected should immediately contact their insurance company and file a claim for the damage that occurred to their property. Your insurance company will work with you and schedule to have a representative come out and assess any damages.
2. Once you have filed your claim, the insurance company will take the necessary actions needed to repair any damage including but not limited to, contacting the Association Office when necessary and contacting the insurance company of the Owner whose unit caused the damages.
3. Please always contact the Association Office to report any damages or issues within your home so that the correct people can be made aware of the situation.

B. The Association shall impose the following penalties for violations:

1. **No Policy Provided: Warning providing 24 hours to provide policy; First fine issued: \$100 with final warning to provide policy; Second fine issued: \$150 and notification of daily \$25 fines until policy is provided. After the second fine, Ability to pay online will be suspended, amenity access and parking permits will be suspended until the unit is in compliance and the account has a zero balance.**
2. **Policy Expired: Warning providing 24 hours to provide updated policy. First fine issued: \$100 with final warning to provide updated policy; Second fine issued: \$150 and notification of daily \$25 fines**

until updated policy is provided. After the second fine, Ability to pay online will be suspended, amenity access and parking permits will be suspended until the unit is in compliance and the account has a zero balance.

C. **Renters Liability Insurance is Mandatory and Secondary to the Homeowners Insurance Policy.**

28. KEYS, LOCKS, AND EMERGENCY ACCESS

A. **Keys:** To respond to emergency situations, deal with problems in adjacent areas, or provide extermination services, the Management Agent and Board of Directors requires that the Unit Owner provide an entry key for each Condo Unit, Garage Unit, and Storage Unit.

B. **Key Safe:** All entry keys shall be kept in a locked safe under the control of the Management Agent and Board of Directors

C. **Alteration of Locks:** If locks are change to a Unit the Owner shall provide a copy of the new entry key to the Management Agent within 12 hours of the alteration

D. **Mailbox Locks:** The Association is not responsible for mailbox locks.

Mailbox locks shall not be changed by Owners or Occupants without contacting the Bluffton Post Office.

29. SOLICITATIONS: Soliciting on the Property is expressly prohibited

A. Exceptions:

1. When required by law, individuals may be exempt (e.g. Census takers)
2. Individuals expressly invited, by name, as a guest approved by the Board of Directors. This solicitation activity is restricted to the clubhouse area.

30. GRILLS. No open-flame grills are permitted on any property, common area, or balcony, either stored or in use. This includes, but not limited to, charcoal, gas, smokers, etc., other than the grills installed on the Property by the Association. UL approved electric indoor/outdoor barbeque grills are allowed as long as the Association Office has been notified, the grill has been inspected, and written approval is obtained. All grills must be plugged into the outside outlet directly - no extension cords allowed.

31. PAINTING OF ENTRY DOORS. In order to promote aesthetic uniformity within the Property, the Owners shall be responsible for painting the exterior of their main entry doors, storage door, patio doors, or balcony/porch doors in the color as approved by the Board of Directors. Owners will be notified by the Association Office if their door is not up to Association Standards and/or needs to be painted. The approved paint color is **Sherwin Williams #7069 Iron Core in Satin Finish only, Sherwin Williams Resilience Exterior Acrylic Latex Ultra-Deep-Base #6404-13621.**

32. PATIOS AND BALCONIES. Occupants are responsible for maintaining the cleanliness of the patio or balcony of the Occupants Unit. The following Rules and Regulations are in effect in order to promote aesthetic uniformity within the Property.

A. Items permitted on Patios and Balconies:

1. Furniture designed and sold for outdoor use
2. Small decorative items intended for outdoor use ***Any items that cause damage to the building will be the responsibility of the Owner of that unit.***
3. Pots and Plants that are well kept
4. Plant stands
5. Hanging Baskets
6. Bird Feeders
7. Umbrellas, First floor patios only, must be solid in color (Neutral/Beige, Blue/Teal/Turquoise, Dark Green). Umbrellas may not be faded or broken, no prints allowed and they may not encroach into the Common Elements/Grass areas. All umbrellas must be in an appropriate weighted base, lowered during high winds and after sunset.
8. Patio shades must be neutral/Beige in color and be made to fully retract and be removed if necessary. All shades must be kept clean and free of mildew. A unit modification form must be completed and approved before installation.
9. Patio/Balcony string lights must be solid/clear/white, **NO COLORED LIGHTS ALLOWED EXCEPT DURING HOLIDAYS.** Lights may not blink, flash, flicker or pulse in any way. Any lights must be rated for outdoor use and specifically labeled patio/decorative outdoor lighting.
10. Patio/Balcony lighting must be approved by the Association and a Unit Modification form must be completed before installation of any additional lighting. Lights must be battery operated, less than 300 lumen and motion activated. The Association Office can assist you through the process and provide a list of pre-approved light options.
11. Screening - Patios/Balconies may be screened in by the licensed vendor approved by the Board of Directors. A unit modification form must be completed and approved before installation. The Association Office can assist you through the process and provide you with all necessary paperwork and information. First floor patios are also required to have an access door installed with their screening.
12. Ceiling Fans - Ceiling fans may be installed by a licensed contractor. A unit modification form must be completed and approved before installation. The Association Office can assist you through the process and provide a list of pre-approved fan options.
13. Christmas Decorations May be put up starting November 15th and must be removed no later than January 10th.

B. Items prohibited on Patios and Balconies:

1. Furniture designed and sold for indoor use including wooden chairs or stools.
2. Bikes, Scooters, Toys, Canoes, Kayaks, Fishing Poles or any other recreational equipment/devices
3. Curtains
4. Sheets over furniture
5. Grills
6. Anything at all sitting on a banister including pots (except for specially designed banister plant holders that are secured).

33. YARD ORNAMENTS. The Board of Directors wants all residents to love calling the Estate at Westbury their home. Yard ornamentation is to be kept to a tasteful minimum. Yard Ornaments include, but are not limited to garden flags, fountains, statues, gnomes, elves, bird feeders, potted plants, anything that is not part of the original dwelling or natural landscaping, etc. The Board of Directors and Management Agent reserves the right to reduce the number of pieces if they feel the overall display detracts from the neighborhood aesthetics or creates a cluttered look or is offensive. Yard ornaments shall only be placed in bedded areas or patios and are not permitted in grassed areas. The Board of Directors, Management Agent, Maintenance Crew and Landscaping Company are not responsible for any items placed outside of the dwelling.

34. FISHING AND WILDLIFE Fishing is allowed only with catch and release hooks and all fish caught must be immediately released back into the lagoon. Wildlife is not to be harassed on the property this includes but is not limited to, throwing rocks at, yelling at, the chasing of, or trying to catch, etc. The Association, Board of Directors, Management Agent, and Employees can not be held liable for any damage or injury resulting in the harassment of wildlife on the property.

35. AMENDMENT OF RULES AND REGULATIONS. These Rules and Regulations are subject to amendment by the Board of Directors and may be supplemented by other rules and regulations promulgated by the Board of Directors.

36. WAIVER OF RULES AND REGULATIONS. The Board of Directors may, for good cause, as determined in their sole discretion, waive violations of their Rules and Regulations. Such waiver shall be in writing and a copy of such waiver shall be maintained for a reasonable period in the records of the Association. Additionally, the Board of Directors may waive violations of these Rules and Regulations by Tenants for any current lease in existence when circumstances warrant.

37. PENALTIES FOR VIOLATIONS, FINES, OPPORTUNITY FOR OWNER TO BE HEARD.

- A. In the event of failure to comply with these Rules and Regulations, the Board of Directors shall take such action as the Board determines is appropriate to enforce the Rules and Regulations or to remedy the problem caused by the failure to comply. Without waiver of any other enforcement rights that the Board of Directors, the

Association or any Owner may have under the Master Deed or applicable law, the Board of Directors may impose a Special Assessment on the applicable Unit for **each** violation of these Rules and Regulations, unless otherwise specified in these Rules and Regulations.

B. For each violation, the Association will e-mail notice to the Owner's email address on file, of the violation with a copy to the tenant (if applicable), and, if desired, the action that is required in order to cure the violation. Unless otherwise provided in the Master Deed or these Rules and Regulations, or unless the Board of Directors or Management Agent determines that the violation constitutes a safety hazard, violation of law or an emergency situation, the Owner or tenant shall have 24 hours from receipt of notice, or such additional time as may be authorized, in writing, be the Board of Directors or Management Agent, to cure the violation or to provide reasonable evidence that no violation is given. No further notice shall be required prior to enforcement after notice of the initial violation is given. If applicable, a fine will be assessed to the Owner's account. Each time a same or similar violation is observed by the Association and not cured with the time limits of the notice, another fine will be assessed. Owner is responsible for the actions of themselves and the actions of all Occupants, invitees and guests in the Owner's Unit.

C. **Owners Association Fees**

1. Any Owner who falls 60 days past due on their account will be subject to their units (owner and tenant) Amenity Fobs and Parking Permits being deactivated.
2. Until the account is paid in full the balance will be subject to monthly delinquency fees as outlined in the Master Deed
3. Failure to pay fines will result in overdue Association accounts.
4. The Association may foreclose on Units with overdue accounts.

D. The **Owner shall have the right to be heard** either in writing, via phone conference call or in a Board meeting, if the Owner objects to fines assessed by written request to the Association within 14 days of the date of the Association's notice of violation. The Board of Directors will make a final determination and the Association will notify the Owner in writing.