

EDGEWATER ON BROAD CREEK PROPERTY OWNERS ASSOCIATION, INC.

RULES AND REGULATIONS

Adopted: October 1, 2007

Revised: June 12, 2009

Edgewater on Broad Creek (the "Regime") is operated as a high end residential development. Certain rules and regulations have been put in place to assist to achieve that result. The Edgewater on Broad Creek Property Owners Association (the "Association"), through its Board of Directors (the "Board") and through IMC Resort Management (the current "Management Agent"), will endeavor to render prompt, efficient service and to maintain the Regime and Community in a first class manner. Each Property Owner ("Owner"), his/her family, occupants, guests and tenants ("Tenants") agree to observe all Rules and Regulations and to assist the Association in keeping this community an attractive and pleasant place in which to live. Any expense incurred by the Association as a result of a violation of these Rules and Regulations may be assessed against the Owner as additional Common Expense in the form of an Assessment as authorized in the Master Deed and By Laws establishing the Regime (By Laws-Article VII Section 12 (d) and Section 13).

Note: These rules and regulations are authorized by the Master Deed and each Owner and/or Tenant is obligated to observe them.

1. ENTRANCES, WINDOWS, PATIOS, BALCONIES AND STORAGE

- a. All blinds for balconies must be pre-approved by Management. Please contact Management at 843-785-4775 x107 for pre-approved specifications. Blinds installed without prior approval from Management can be removed immediately, without notice, at the Owner's expense. Fines can also be levied at the discretion of Management.
- b. The sidewalks and entryways shall not be obstructed by Owner or Tenants, or used for any purpose other than ingress and egress. Motorcycles and other vehicles shall not be brought into any building or onto the lawn and shall not obstruct the driveways, sidewalks, courts or entryways. Lawns and other Common Areas are to be kept clear of furniture, bicycles, toys, trash, etc. No littering will be permitted. No cigarette butts, bottles, drink cans, bottles and wrappers or other refuse should be left on the grounds at any time.
- c. No signs, clothing, sheets, towels, etc. shall be hung from the windows, rails or porches or aired or dried in the yard space.
- d. No exterior alterations will be permitted including clotheslines, mailboxes, greenhouses, doghouses, or fencing of any kind. No plastic or other covering may be placed over the windows on the exterior of the building. No additional screening will be permitted other than that which is approved by the Board.
- e. No goods or materials of any kind or description, which are combustible or would increase fire risks shall be taken or placed in storage areas. Storage in such areas or facilities shall be used wholly at the Owner's or Tenant's risk.
- f. Patios and balconies shall not be used for storage of items such as boxes, trash, athletic equipment, indoor furniture or cleaning supplies. It is the Board's discretion to deem what is appropriate for balconies and patios.
- g. Fireworks and firecrackers are not permitted on the property.
- h. No television antenna, radio receiver, or other similar device shall be attached to or installed on any building, except as allowed in the Master Deed.

2. POOL

- a. Owner or the Tenant of Owner is responsible for the actions of their guests and must accompany them while they are using the pool and amenities. The cost of property damage, which might result from Owner, Tenant, or their guests, will be charged to the Owner as a specific Assessment.
- b. All children under 14 years of age must be accompanied by an adult when in the pool area.
- c. All persons using the pool and other amenities do so at their own risk and bear sole responsibility for any accident or injury in connection with such use and in conformance with all Rules and Regulations.
- d. Glass objects are prohibited in the pool area.
- e. Owners and/or Tenants shall abide by all rules posted in the pool area.
- f. The hours of operation for the pool are from 9am to 9pm.
- g. Tasteful bathing attire is required at all times.
- h. No Pets are allowed at or around the pool at anytime.

3. DISTURBANCES OF OTHER RESIDENTS

- a. All radios, television sets, electronic equipment, etc. shall be turned down to a level of sound that does not unreasonably disturb other Owners or Tenants.
- b. No musical instruments (guitars, drums, saxophones, trumpets, etc.) shall be played in a Unit at any time. Owners and their families and guests shall at all times maintain order in the Unit and at all places in the Regime, and shall not make or permit any loud or improper noises, or otherwise disturb other Owners and/or Tenants.
- c. Automobile stereos must at all times be kept at a reasonable level as determined by Management Agent. Courtesy hours will be in effect from 9:00 PM until 9:00 AM. Please keep the noise level at a minimum during this time.
- d. Owners and/or Tenants shall use best efforts to avoid having stereo speakers placed directly on the floor or against a wall so as to cause vibrations transmitted from them to disturb any Tenant in an adjoining Unit.
- e. Owner and/or Tenant shall be responsible and liable for the conduct of their guest(s).
- f. Owner and/or Tenant must maintain safe-driving speeds at all times on the property and be cautious of pedestrians.

4. UNNECESSARY DAMAGE

- a. Owners and/or Tenants are responsible, when leaving their Unit, for securing the same, for closing all windows, closing all water faucets, turning off all electrical appliances not in use, and locking the Unit entrance doors, thus avoiding possible damage from water, fire, storms, rain, freezing, vandalism, theft and other causes of damage or loss. Owners and/or Tenants are responsible for maintaining adequate heat in the Unit in winter to prevent water pipes from freezing and for maintaining adequate air conditioning in summer to prevent damage from excessive humidity.
- b. Owners and/or Tenants will be responsible for any damages resulting from tampering with or misuse of fire controlled sprinkler system. Tampering and misuse includes but is not limited to hanging of any object from the sprinkler heads.
- c. The trees and shrubbery are a vital and valuable part of the Community, and each Owner and/or Tenant shall be liable for damages for any mutilation or defacing thereof, for which he, his family or guests are responsible.

- d. In the event of power outage, the Board strongly recommends the use of flashlights instead of candles.

5. TRASH

- a. All trash shall be placed only in the trash chute and dumpster in the trash room(s). Do not deposit garbage or trash in any other area. Only household trash in plastic bags is to be deposited in the trash chutes.
- b. Dispose all garbage and trash regularly as it may attract rodents and insects if left unattended.
- c. Owners and/or Tenants are responsible for any related cleaning, to include the removal of trash and debris from any area they might use for an outdoor party.
- d. If Association finds it necessary to remove your trash, a \$25.00 fee per bag or \$50.00 fee per larger item will be charged and due as a Specific Assessment.
- e. Cardboard moving boxes or similar boxes must be disposed of off-site at a recycling facility or other dumping facility.
- f. Anyone placing non-household trash in these areas is subject to fines compounding up to \$500.00 for each offence.

6. WATERBEDS

- a. Owners and/or Tenants shall not have or keep any waterbed in the Unit without prior written permission from the Board.
- b. Owners and/or Tenants shall be liable for any and all damages occurring to the Unit or neighboring Unit resulting from the use of a waterbed.
- c. Owners and/or Tenants must provide evidence of Owner's insurance policy for waterbeds to be permitted.

7. PETS

No pets may be kept by Tenants except for those grandfathered in. No Owner or Tenant shall keep pets which cause distress to others at Edgewater by biting, barking, scratching, or by damaging property or injuring people in any way. No more than two (2) pets per Owner may be maintained in any villa. Aggressive breeds may be prohibited at the discretion of the Board. A dog walking area is located across the parking lot. This area is equipped with a trash can and plastic bags. Please use them!

8. CONDOMINIUM INSURANCE

Owners are urged to purchase comprehensive property insurance against all perils, including, but not limited to, insurance on personal property or property of other persons from protection or loss due to or caused by theft, vandalism, bursting or leaking pipes to include the water heater or HVAC condensation lines, by or from fire, windstorm, hurricane, hail, flooding. Leakage from windows or doors, steam, snow or ice, by or from running water, backing up of drainage pipes, seepage, or the overflow of water or sewage on the property of which Owner's Unit is a part. All owners and/or Tenants are responsible for any damage they cause to another unit.

9. GARAGE AREA, PARKING, VEHICLES

- a. Garage area for parking only. All personal items must be stored properly in self storage units when not in use (i.e. bicycles, shopping carts etc.). A community buggy will be provided for everyone to use. Please place buggy in front of elevator equipment room in garage area when done using it.
- b. Each Unit is assigned a single parking space in the covered garage. These spaces are numbered according to each Unit. All other parking spots in front of the building are on a first come first serve basis. Handicap spots are also on a first come first serve basis. Any vehicle using a handicap space must display legal identification of being handicap. Violators are subject to tow.
- c. All vehicles will be parked in spaces within the Common Elements designated therefore. There will be no storage or parking upon any portion of the Project of any mobile home, trailer (either with or without wheels), motor home, tractor, truck (other than pick-up trucks), camper, motorized camper or trailer, motorcycle, motorized bicycle, motorized go-cart, boats, water craft or any other related forms of transportation devices.
- d. A vehicle is considered to be abandoned if it lacks current license plates, registration, insurance, boat parking sticker or has not been driven on a public street at least once within a 30-day period. Abandoned vehicles are subject to tow.
- e. Absolutely no commercial vehicles are allowed to park in the parking lot. Violators are subject to tow.
- f. Owners and their Tenants are expressly and jointly responsible for any damage to parking areas caused by leaks of oils, gasoline or other fluids from their vehicles, and for damage to the property caused by collision.
- g. There shall be no washing of cars on the property.

10. MISCELLANEOUS

- a. No Owner or Tenant shall post any advertisements or posters of any kind in or on the Edgewater property except as authorized by the Association or hang garments, towels, rugs or similar object from the windows, balconies, or any other facade of the building.
- b. No Owner or Tenant nor agent thereof may clean dust mops, rugs or similar items by leaning out of windows or over balconies or by beating them against the exterior of the building.
- c. No Owner or Tenant may operate any charcoal or gas grills, either permanent or portable, on the decks or balconies or within 10 feet of the building, it being understood that such use is a violation of local fire ordinances.

11. LEASES AND TENANCIES

- a. Tenants of Owner are required to comply with the Rules and Regulations and Master Deed and By Laws Such requirement shall be set forth in all leases between Owner and his Tenants.
- b. As provided in the Master Deed and By Laws, the Association may take action to police or evict a Tenant if that Tenant fails to comply with the By Laws and these Rules and Regulations. Any such action taken against the Tenant shall be at the cost of the unit Owner.
- c. Each Unit with Tenants shall only be permitted to have 2 people occupying each bedroom per unit, with a maximum of 4 persons occupying any rented Unit.

- d. All Tenants must read and sign a copy of the Rules and Regulations.
- e. Each Owner has the responsibility of causing the lessee and other occupants of his Unit to comply with and abide by all such provisions, and failure to do so may, at the sole discretion of the Board, be the basis for the imposition of a fine (in addition to the standard fines) in an amount up to \$500.00 for each such occurrence against the Unit Owner.
- f. Absolutely no subleasing will be permitted.
- g. No Unit may be leased to a person or person(s) or to an entity, other than to a person whom is an immediate family member of the Unit Owner, for a period of less than twelve (12) calendar months.
- h. Upon the application of an Owner, prior to the commencement of a lease term for any new tenant, and using the forms and procedures designated by the Board may, in its discretion, approve a lease term of less than twelve months, but not less than six months, for the specific tenant stated in the application at the specific Unit stated in the application, for the time period applied for.
- i. The fine schedule set forth in Section 12 below is made expressly applicable to this Section.

12. FINE STRUCTURE FOR RULE INFRACTIONS FOR OWNERS AND TENANTS

All fines noted below may be assessed per occurrence.

A. Rule Infractions not involving the Police Department

1st Time for breaking a rule: a warning letter to Owner and/or Tenant written by management. One week to correct violation unless majority of the Board decides otherwise.

2nd Time for breaking a rule: a letter being sent to Owner and/or Tenant with a fine assessed of \$100.00. One month to correct violation unless majority of Board decides otherwise.

3rd Time for breaking a rule: a letter being sent to Owner and/r Tenant with a fine assessed of \$250 and a warning regarding possible eviction if the Tenant does not own the unit he or she are living in. One month to correct violation unless majority of Board decides otherwise.

4th Time for breaking a rule: a letter being sent to Owner and/or Tenant with a fine assessed of \$350.00 and a Notice to Evict. If the Tenant does not own the unit he or she is living in. If the Tenant is not evicted by the date in the letter written by management to the Owner, the Owner will receive a fine of \$100 per pay until the tenant no longer resides in the unit. One month to correct violation unless majority of Board decides otherwise.

B. Rule Infractions that involve the Police Department

1st Time for breaking a rule that involves the Police Department: a warning letter will be sent to the Owner and/or Tenant

2nd Time for breaking a rule that involves the Police Department: a letter will be sent to the Owner and/or Tenant with a \$250 fine. If the Tenant does not own the unit that he or she is living in then a warning eviction letter will be sent to the Owner stating that the next time the Police are called out to the property involving their Tenant we will ask that he evicts the Tenant.

3rd Time for breaking a rule that involves the Police Department: a letter will be sent to the Owner and/or Tenant along with a \$500 fine. If the Tenant does not own the unit he or she is living in then the Owner will be asked to evict the Tenant. If the Tenant is not evicted by the date in the letter written by management to the Owner, the Owner will receive a fine of \$100 per day the Tenant still resides in the unit. Further, the Association reserves the right to evict the Tenant, at cost to the Owner, per the By Laws.

13. FAILURE OF MANAGEMENT TO TAKE ACTION

Failure of the Association or its Management Agent, to insist upon strict compliance with these Rules and Regulations shall not constitute a waiver of any violation nor a waiver of Association's right to insist upon strict compliance with the terms of the Rules and Regulations.

14. COMMUNICATIONS WITH MANAGEMENT

Owners shall handle their communications and conduct with Association, including, but not limited to, leasing agents, on-site staff maintenance personnel, or independent contractors and vendors hired by Association, and with all other Owners, occupants, or guests or invitee, in a lawful, courteous and reasonable manner. Owner shall not engage in any abusive behavior, either verbal or physical, or any form of intimidation or aggression, directed at Association, its agents, employees or vendors, or directed at any other Owner, occupant, guest, invitee, or any other person. Production and/or distribution of negative publicity are strictly prohibited by Owners. If requested to leave the leasing or Association office, Owner agrees to do so promptly and conduct all further business in writing.

15. MANAGEMENT'S PERMISSION OR CONSENT

If any provision of these Rules and Regulations requires the written permission or consent of Association as a condition to any act of Owner, such written permission or consent may be granted or withheld in the sole discretion of Association and may contain such condition as Association deems appropriate and shall be effective only so long as Owner complies with such conditions. Moreover, any written permission or consent given by Association to Owner may be modified, revoked, or withdrawn by Association at any time, at Association's sole discretion, upon written notice to Owner.

16. FUTURE CHANGES

These Rules and Regulations are subject to change from time to time as set forth in the Master Deed and By Laws. The Board shall have the right and power to enforce the Rules and Regulations then in effect and make final decisions regarding violations and disputes concerning them. The Board may make changes in the Rules and Regulations by means of additions and deletions from time to time. Those changes will take effect immediately upon posting of the new Rules and Regulations on the office door or by delivering them to the Owners/Tenant.

Dated this 14th day of July, 2008

Edgewater on Broad Creek Property Owners Association

By: Bob Dema, President