# EXHIBIT I RULES AND REGULATIONS OF OAKLEDGE ON CALHOUN HORIZONTAL PROPERTY REGIME Oakledge on Calhoun Rules and Regulations

In order to create a congenial and dignified residential atmosphere the Board of Directors of Oakledge on Calhoun has adopted the following amended rules and regulations for the guidance of all owners, their families, guests and tenants.

#### **General Information**

In addition to those restrictions, rules and regulations contained in the Declaration of Condominium of Oakledge of Calhoun Horizontal Property Regime (the "Declaration"), the following "Rules" are hereby adopted by Oakledge of Calhoun Condominium Association, Inc., a A South Carolina non-profit corporation (the "Association"). Capitalized terms used herein and not otherwise defined herein shall have the meaning ascribed to such terms in the Declaration.

### I, GENERAL COMMUNITY RULES

- 1. The facilities of Oakledge of Calhoun Horizontal Property Regime (the "Condominium") are for the use of Unit Owners and their lessees and invited guests.
- 2. Each Owner shall abide by the terms and conditions of the Declaration, the Articles of Incorporation of the Association (the "Articles"), the Bylaws of the Association (the "Bylaws"), and these Rules.
- 3. Each Owner shall keep such Owner's Unit in good state of preservation and cleanliness, and shall not sweep or throw or permit to be swept or thrown therefrom, or from the doors or windows thereof, any dirt or other substance. All garbage and refuse shall be deposited with care in garbage containers intended for such purpose only at such times and in such manner as the Board of Directors may direct. No trash or other articles shall be burned, and all disposals shall be in accordance with such further rules and regulations as shall, from time to time, be promulgated by the Board of Directors and posted.
- 4. A Unit Owner may identify such Owner's Unit with a name plate of a type and size approved by the Board of Directors and mounted in a place and manner approved by the Board of Directors. No other sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted or affixed by any Unit Owner or any part of the outside of a building, hung from or placed on windows, window sills, balconies, or otherwise displayed, without the prior written consent of the Board of Directors, except signs used by the Developer in the sale or leasing of Units as provided in the Declaration. Blinds or shutters located on the exterior of the Unit may not be painted or altered by the Unit Owner.

- 5. Unit Owners are reminded that alteration and repair of the Common Elements is the responsibility of the Association except for those matters which are stated in the Declaration to be the responsibility of a Unit Owner. No work of any kind is to be done upon or affecting those portions of exterior building walls or interior boundary walls which are the responsibility of the Association without first obtaining the approval required by the Declaration.
- 6. The Association, its workmen, contractors and agents, shall have the right of access to any Unit at any reasonable hour of the day for the purpose of making inspections, repairs, replacements, or improvements, or to remedy any conditions which would result in damage to the portions of the building, or for any purpose permitted under the terms of the Declaration or the Bylaws. Except in case of emergency, entry will be made by prearrangement with the Owner. In the event the Association finds there are vermin, insects or other pests within any Unit, it may take such measures as it deems necessary to control or exterminate the same.

## **II. RESTRICTED ACTIVITIES**

- 1. The sidewalks, driveways and parking areas must not be obstructed or encumbered or used for any purpose other than ingress or egress, and for parking. Automobile parking spaces have been provided. No vehicle shall be parked in such manner as to impede or prevent ready access to other parking areas. No parking space, driveway, or other area shall be used for the storage or parking of any boat, boat trailer, house trailer, camper trailer, or any other sort of towed vehicle or object, except as is otherwise expressly designated therefor by the Board of Directors. Storage of cars and trucks not used on a day by day basis is prohibited and any vehicle with an expired tag is subject to being towed off the Property at the owner's expense and risk. The Owners, their employees, servants, agents, visitors, licensees, lessees and family will obey the parking regulations posted in the parking areas, and drives, and any other traffic regulations promulgated in the future for the safety, comfort or convenience of all Owners and occupants of the Condominium.
- 2. No article shall be hung or shaken from the doors or windows or placed upon the window sills of the Units. Under no circumstances shall laundry or other articles be placed or hung on the exterior portions of a Unit.
- 3. No one shall make or permit any noises that will unreasonably disturb or annoy the occupants of any of the other Units in the Condominium, or do or permit anything to be done which will unreasonably interfere with the rights, comfort or convenience of others, including, without limitation, any amplified sounds emanating from any Unit

- or vehicle located on the Condominium Property that can be audibly heard from such Unit or vehicle, respectively.
- 4. No vehicles of any type (including, but not limited to, moving vans, delivery vehicles, vehicles of maintenance or repair contractors or service or utility providers) shall be allowed upon any lawn, walkway or other landscaped area, except by written permission of the Board of Directors and with adequate limitations, protections and repair provisions for such activities.
- 5. The following activities are prohibited within the Condominium unless expressly authorized by, and then subject to such conditions as may be imposed by, the Board of Directors:
  - a. Any activity which emits foul or obnoxious odors outside the Unit or creates noise or other conditions which tend to disturb the peace or threaten the safety of the occupants of other Units.
  - b. Any activity which violates governmental laws or regulations; however, the Board shall have no obligation to take enforcement action in the event of a violation.
  - c. Pursuit of hobbies or other activities which tend to cause an unclean, unhealthy, or untidy condition to exist outside of enclosed structures on the Unit.
  - d. Any noxious or offensive activity which in the reasonable determination of the Board tends to cause embarrassment, discomfort, annoyance, or nuisance to persons using the Common Elements or to the occupants of other Units.
  - e. Outside burning of trash, leaves, debris or other materials.
  - f. Use or discharge of any radio, loudspeaker, horn, whistle, bell or other sound device so as to be audible to occupants of other Units, except alarm devices used exclusively for security purposes.
  - g. Use and discharge of firecrackers and other fireworks.
  - h. Accumulation of rubbish, trash, or garbage except between regular garbage pickups and then only in approved containers.
  - i. Discharge of firearms; provided, the Board shall have no obligation to take action to prevent or stop such discharge.
  - j. Capturing, trapping or killing of wildlife within the Condominium, except in circumstances posing an imminent threat to the safety of persons using the Condominium or for customary methods of control of common vermin.
  - k. Any activities which materially disturb or destroy the vegetation, wildlife, or air quality within the Condominium or which use excessive amounts of water or which result in unreasonable levels of sound or light pollution.
  - I. Tampering with or causing destruction to surveillance equipment belonging to the Association is strictly prohibited. Those caught shall be subject to fines and/or criminal prosecution.
  - m. Any construction, erection, placement, or modification of any thing, permanently or temporarily, on the outside portions of the Unit, whether such portion is improved or unimproved, except in strict compliance with the Declaration. This

shall include, without limitation, signs, basketball hoops, swing sets, similar sports and play equipment, clotheslines or other clothes drying facilities, garbage cans, hedges, walls, dog runs, animal pens, or fences of any kind.

#### III. SWIMMING POOL

- 1. All persons using the swimming pool located on the Condominium Property do so at their own risk. The Association is not responsible for any accident or injury in connection with use of the pool or for any loss or damage to personal property. Persons using the pool area agree not to hold the Association liable for any actions of whatever nature occurring within the pool area.
- 2. Persons twelve (12) years of age or under must be accompanied at all times by an adult.
- 3. Any and all guests must be accompanied by a Resident Owner or lessee.
- 4. Residents are responsible for the conduct of their guests at all times, and for the careful observance of all safety and sanitation precautions. Any person having an apparent or known skin disease, sore or inflamed eyes, cough, cold, nasal or ear discharge, or any communicable disease shall be excluded from the pool.
- 5. No boisterous or rough play shall be permitted in the pool, or in the pool area. Swimming alone when no other person is in the immediate pool area is prohibited.
- 6. All persons are requested to cooperate in maintaining maximum cleanliness and tidiness in the swimming pool area.
- 7. No glassware shall be brought into the pool area.
- 8. Any furniture provided by the Association to be used in connection with the pool shall not be removed from the pool area and must be returned to its original position after use.
- 9. The pool shall be used in accordance with such rules and regulations as shall, from time to time, be promulgated by the Pickens County Department of Environmental Health and/or by the Board of Directors, which rules shall be posted by the Board of Directors.
- 10. Use of the pool is reserved for persons eighteen (18) years of age and over, after 7 p.m., local time. Pool hours will be posted and subject to change as determined by the Board of Directors.
- 11. Head first diving into the swimming pool shall not be permitted.
- 12. Heated Pool is for enjoyment and benefit of residents. Adjusting the temperature or tampering with temperature controls is prohibited. Pool temperature will be managed and approved by the Board of Directors.

#### **IV. CLUBHOUSE**

- 1. All persons using the Condominium's Clubhouse, including the fitness equipment located therein, do so at their own risk. The Association is not responsible for any accident or injury in connection with the use of the Clubhouse or for any loss or damage to personal property. Persons using the Clubhouse agree not to hold the Association liable for any actions of whatever nature occurring at or in connection with the use of the Clubhouse.
- 2. No person under the age of sixteen (16) shall be permitted to use the Clubhouse unless accompanied by an adult resident.
- 3. The maximum occupancy in the Clubhouse shall not exceed the number as determined by the City of Clemson Fire Marshall.
- 4. Residents are responsible for the conduct of their guests at all times, and for the careful observance of all safety and sanitation precautions. Owners, residents and Lessees shall be held responsible for the conduct of their guests.
- 5. No boisterous or rough play shall be permitted in, at or upon the Clubhouse. All persons are requested to cooperate in maintaining cleanliness and tidiness in the Clubhouse.
- 6. Tobacco, spillable containers and glassware are not to be brought into or upon the Clubhouse.
- 7. Access to the Clubhouse may be limited by the Association by requiring a entry code or access card. In any such event, the Association will provide each Unit Owner with said code or with an access card.
- 8. Smoking in the Clubhouse is strictly prohibited.
- 9. Any and all guests must be accompanied by a Resident Owner or lessee.

# V. PETS

- 1. Owners and their lessees shall be limited to two (2) pets per Unit which includes normal household pets.
- 2. Pets shall only be walked in grass areas of the Condominium and then only when on a leash and pet owners shall be responsible for the clean-up and disposal of all pet droppings.
- 3. All pet droppings shall be placed in the dog septic tanks provided in four locations throughout the Common Area.
- 4. Loud barking or other loud noises made by pets in Units is prohibited and shall be considered and treated as a public nuisance.
- 5. All pets shall be kept indoors at all times unless under the immediate physical control of the owner of any such pet.

#### **VI. ANTENNAS**

- 1. Definitions. The following terms shall have the meaning ascribed to such terms for the purposes of this Article VI:
  - a. "Antenna"-any device that is used for the receipt of video programming services, including direct broadcast satellite (DBS), multipoint distribution service (MDS), and local television broadcast signals (TVBS); and any device used to receive or transmit fixed wireless signals (FWS). A mast, cabling, supports, guide wires, conduits, wiring, fasteners, or other accessories necessary for the proper installation, maintenance, and use of an antenna shall be considered part of the antenna.
- 2. All Units are pre-wired with HOA dishes installed. Therefore, all exterior Antennas, dishes etc. are strictly prohibited without written prior consent from the Board of Directors.

# VII. GATE

- 1. All owners will be provided remote gate openers at closing. Additional openers may be purchased by Owners from the Homeowners Association.
- 2. Any tampering or destruction of the gate or openers is strictly prohibited and any persons caught doing so will be subject to fines and/or criminal prosecution.

## VIII. AMENDMENT

- 1. These Rules are subject to amendment by the Board of Directors and to the promulgation of further rules by the Board of Directors and/or by the Association.
- 2. The foregoing Rules shall not apply to the Developer, its successors or assigns, until it has surrendered control of the Association or its control of the Association has been terminated in the manner set forth in the Declaration and the Articles.

We, the undersigned, state that we have received these Rules and Regulations, that we have had a chance to read them, and that we understand them. We understand that these Rules are a part of our Lease Agreement, and we agree to comply fully with all of the requirements of our Lease Agreement, including these Rules and Regulations.

Resident:	
Date:	
Property Manager:	Date: