

FINE POLICY for Waterford Townhomes Phase IIB

In accordance with the Declaration of Covenants, Conditions and Restrictions for Waterford Townhomes Phase IIB Homeowners Association, following system of fines for violations is being established. In order to preserve the beauty and value of the properties of all homeowners, enforcement of rules and restrictions is necessary.

Effective immediately, the following procedure will be followed for violations other than Parking violations.

1st Notice- Friendly Reminder

The 1st Notice will contain: The date the property was inspected and found to be in violation.
The specific section of the Covenants that references the violation.
The request for correction of the violation.

2nd Notice – Notice of Fine

2nd notice will contain: The date that the property was inspected and found to be in violation
The specific section of the Covenants that references the violation.
Assessment of fine of \$50.

3rd Notice – Notice of Fines

Final Notice will contain: The date that the property was inspected and found to still be in violation
The specific section of the Covenants that references the violation.
Notice will state that fines are currently accruing in the amount of \$50 **per week**. Fines will **cease to accrue once the violation is corrected**.
*Important: If the **unpaid** amount of Fines on an individual property reaches \$250,
a Lien will be filed at the Berkeley County Register of Deeds office.
You will be responsible for all additional filing costs associated with this documentation.*

Parking violations will be fined on a per occurrence basis and the fines schedule will be as follows:

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1st Notice- Friendly Reminder

1st notice will state that the next violation will incur a \$50 fine.

2nd Notice- Notice of fine and increase of fine.

2nd notice will impose a \$50 fine and will state that the next violation will increase the fine to \$100.

3rd Notice- Notice of fine, increase of fine, and lien.

3rd notice will impose an additional \$100 fine, will state that the next violation will increase the fine to \$250, and that a Lien will be filed at the Berkeley County Register of Deeds office unless paid within 10 working days. You will be responsible for all additional filing costs associated with this documentation.

4th Notice- Notice of fine and lien.

4th notice will impose an additional \$250 fine and notice that a lien has been filed.

We appreciate the fact that most of you comply with the restrictions; however, enforcement is necessary to protect your investment. Should you have questions or concerns please contact us at the number listed above.

Rules and Regulations

The following rules and regulations have been established by the Board of Directors of the Waterford Townhomes Phase II Homeowners Association (heretofore "Board" and are in part, directly or indirectly taken from the Declaration of Covenants, Restrictions, and Easements for Waterford Phase II (hereafter "Covenants"). These rules and regulations are meant as a summary and they do not limit or negate the Covenants in any way. Always refer to the Covenants for further or additional details. Please contact Dorchester HOA (hereafter "Management Company") for a copy of the Covenants if you do not have them. Violation of any rules contained herein or in the Covenants is subject to fines and/or other penalties as determined by the Board.

General Rules:

1. No activity is permitted on the property which might cause damage to lawns, landscaping, buildings, pavement, or other personal property. If damage is caused to any common area or to another owner's property due to actions of a homeowner, pet, guest or occupant, the owner of the unit will be responsible for repair charges as determined by the Board and/or Management Company.

2. Unreasonable noises, disturbances or nuisances (i.e., loud music, vibrations, barking dogs) are not allowed. No physical or verbal abuse is permitted and is subject to civil charges filed by the complainant.
3. Vehicular speeds should be kept to 15 mph. Always be aware of your surroundings (i.e., other residents walking/jogging, children playing) while driving in Waterford.
4. All trash must be stored in sanitary containers in the rear of the residence. Containers may be placed at the curb the evening before pickup and must be returned to the rear of the residence by dusk on the day of pickup. Exemptions to rear storage requirement may be requested from the Board if no suitable rear storage location is available.
5. Littering of any kind is prohibited. Each unit owner is responsible for keeping his/her unit and surrounding area clear of all rubbish, debris and other unsightly material.
6. On the front porch, you may have outdoor furniture consisting that is suitable for outdoor use and in good condition, well-maintained and clean. The aesthetics of the porch furniture is at the discretion of the Board and/or Architectural Review Board (heretofore "ARB").
7. No household furnishings, equipment, lawn furniture, grills, lawn ornaments, personal property, or flags (other than garden flags) are allowed in the front of a unit. No children's play objects or bicycles shall remain outside in the front of a unit overnight or for extended periods of non-use.
8. Hanging and potted plants are permitted on the front porch. Upkeep is the responsibility of the owner. Adding, removing, or replacing existing landscape plants in front of a unit or common area is not permitted without approval of the Board and/or ARB.
9. Flowers may be planted in existing beds only. Upkeep is the responsibility of the owner. Residents are not permitted to have any kind of landscape border or landscape lighting that could interfere with regular lawn maintenance.
10. When not in use, all garden hoses must be rolled neatly, on a reel or in an enclosed container and stored as near to the water spigot as possible. Under no circumstances should a hose reel be attached to the unit. Storage of garden hoses should be as unobtrusive as is reasonable and should not interfere with regular landscape maintenance.
11. Owners must get approval from the Board and/or ARB for any additions, alterations or other improvements to the outside of their unit (i.e., satellite dishes, porches/decks, fences, etc.). Please contact the Management Company for further guidelines and requirements.
12. All exterior holiday decorations must be removed within 7 days following the observance of the holiday with the exception of Christmas. Christmas decorations must be removed no later than January 15th.
13. The American flag is permitted to be displayed. Residents must seek approval from the Board and/or ARB before installation of any brackets on the building. The displayed flag may not be any larger than approximately 2.5' x 4'. The maintenance and respectful upkeep of the flag is solely the responsibility of the owner.

14. Home offices shall be allowed provided they do not create any traffic other than the owners or occupants of the residence.
15. One 'for Sale' sign may be placed inside of a window of a unit that is for sale. Any other sign, including anything deemed offensive is not permitted. Signage for a security system may be placed as close to the front door as possible.
16. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot or within any unit. Dogs, cats and other household pets are allowed, provided they are not bred or maintained for commercial purposes. Refer to the Covenants for other regulations and limitations regarding household pets.
17. Dog owners must keep their dogs on a leash and under control at all times. Cats should be kept indoors or restrained at all times.
18. All pet litter must be removed by the owner or guest immediately, regardless of weather conditions, from the area surrounding their unit and from all other areas of the community.

PARKING RULES

1. Owners/Residents shall have the use of two permanent parking spaces. If you have more than 2 vehicles, you will need to park in a visitor spot with the third vehicle. Parking against curbs, on lawns or in a parking spot designated for a neighbor's unit is not allowed. Parking is only allowed in marked parking spaces.
2. RVs, boats, trailers of any kind, etc. shall not be parked in any location whether it is a parking space or not. Parking may be requested from the Master HOA for storage parking spaces at the pool if available.
3. All parked vehicles must be able to operate under their own power, be properly maintained (no broken windows, flat tires, etc.) and display a current and valid license plate.
4. Changing and disposal of motor oil or other vehicular fluids anywhere on the Association property is prohibited. Repairs and maintenance of vehicles anywhere on Association property is prohibited. Minor issues such as wiper blade, air filter, head light, tail light replacement are permitted at the discretion of the Board.
5. Storage Pods may not remain on the property for more than 72 hours. The pod must be contained within one of the resident's two parking spaces. They may not be placed in the street, on lawn or sidewalks.
6. Any vehicle (of an owner, occupant, or visitor) in violation of these rules will be subject to towing 24 hours a day without warning at the owner's risk and expense.
7. Any vehicle (of an owner, occupant, or visitor) parked in such a manner as to prevent the towing of another vehicle that is in violation of these rules will also be subject to towing 24 hours a day without warning at the owner's risk and expense

NOTE: Should your vehicle be towed as a result of a rules violation, contact the Management Company to obtain the location where your vehicle was towed.

