

STATE OF SOUTH CAROLINA

COUNTY OF LEXINGTON

LEXINGTON VILLAS HOMEOWNER'S
ASSOCIATION, INC.

AMENDMENT TO MASTER DEED
ESTABLISHING LEXINGTON VILLAS-
AMENDING LEXINGTON VILLAS
RULES AND REGULATIONS

(Original Lexington Villas Community Rules
And Regulations Recorded as Exhibit G
To The Master Deed Establishing Lexington
Villas, Recorded in Book 11455 at Page 301)

CROSS REFERENCE: Master Deed Establishing Lexington Villas, recorded on October 11, 2006, in Book 11455 at page 301.

WHEREAS, the Master Deed Establishing Lexington Villas was recorded on October 11, 2006, in the Office of the Register of Deeds for Lexington County in Book 11455 at Page 301, (as Amended and supplemented the "Master Deed"), and the Lexington Villas Community Rules and Regulations were recorded as Exhibit G thereto;

WHEREAS, the Lexington Villas Community Rules and Regulations have been subsequently amended with the current Lexington Villas Community Rules and Regulations being recorded on January 5, 2023 in the Office of the Register of Deeds for Lexington County in Book 21037 at Page 1646-1657.

WHEREAS, Section 17 of the current Lexington Villas Community Rules and Regulations provides that "These Rules and Regulations will be reviewed periodically but no less than annually and, at that time, may be changed by majority vote of the Board of Directors"; and

WHEREAS, by majority vote, the Board of Directors of Lexington Villas Homeowner's Association, Inc. has voted to amend and restate the Lexington Villas Community Rules and Regulations;

NOW THEREFORE, Lexington Villas Homeowner's Association, Inc. declares that the following Lexington Villas Community Rules and Regulations (Revised January 3, 2024) are hereby substituted as Exhibit G to the Master Deed and by recordation hereof, replace, supplement and supersede any and all prior versions of the Lexington Villas Community Rules and Regulations.

RECEIVED
JAN 08 2024

COPY

EXHIBIT G
LEXINGTON VILLAS COMMUNITY RULES
AND REGULATION REVISED JANUARY, 2024

DEFINITION OF THE TWO TYPES OF OUTDOOR AREAS IN LEXINGTON VILLAS:

- **LIMITED COMMON AREA** - Limited Common Areas include patios/courtyards, porches and/or screened porches, fences, railings, or partitions bounding them, parking pads immediately in front of garages, and area between walkway and building from the front door to the driveway.
- **COMMON AREA** - All other areas within the boundary lines of the Lexington Villas property.

COURTYARD HOMES ARE IDENTIFIED AS: Arboreta, Bramante, Colonnade, Ducal, Palazzo, Portico, and Promenade

NON-COURTYARD HOMES ARE IDENTIFIED AS: Abbey, Canterbury, Chateau, and Villa

NOTE: some of the rules differ for Courtyard homes.

1. **Non-decorative Personal Property Items.**
 - 1.1. Patio furniture shall be confined to the patio. If a deck box is used, it must be a neutral color to blend with the exterior of the unit.
 - 1.2. Grills must have a cover and the cover must be black, beige or tan to blend with the exterior of the unit. Grills may be stored on the patio or in the garage and must be maintained in good condition. The grill must be a minimum of five (5) feet away from the structure when being used.
 - 1.3. Hoses, hose stands, and hose containers of neutral color are permitted in the Limited Common Area. In-ground boxes containing a water faucet and hose are permitted in the Common or Limited Common Areas with Architectural Approval.
 - 1.4. With the exceptions noted in Sections 1.6, 2.2.1, 2.2.1.1 and 2.4, nothing may be hung or displayed upon the exterior walls, fences or roof. Unobtrusive hook(s)/bracket(s) are permitted on fence for basket(s)/pot(s) to face inward.
 - 1.5. Other property such as folding chairs, folding tables, and wheeled vehicles may not be stored on the exterior.
 - 1.6. A satellite dish, when installed, must be placed on the roof where it will be minimally visible from the street.

2. Decorative Items.

2.1. Decorations in the common area, other than the façade of the units, require advance approval of the Board and will be considered on an individual basis. All decorative items must be maintained in good condition.

2.2. Decorative items allowed in the Limited Common Area are the American Flag, shepherd's staffs, birdbath, bird feeders, and yard art objects. Courtyards have the flexibility to have any objects as long as they are not visible outside the courtyard.

2.2.1. The American Flag may be flown or displayed at any time following normal flag protocol as well as LV specifications: Specific rules shown below have been developed by the Board and are to be followed by Lexington Villas Unit Owners wishing to display the American flag. No request for approval is needed when following the guidelines listed below. If you desire to display the American flag in any other manner, a request must be submitted to LV Board of Directors.

- Flag may be displayed from a corner of the residence using a commercial bracket. The bracket should be attached to the cream-colored trim board at a corner of the residence, or column, using rust resistant screws. Approved flag size is no greater than 3' x 5'. All weather flag material is preferred, nylon or polyester.

The flagstaff should be no longer than five feet.

2.2.2. A maximum of two shepherd's staffs with single or double hook(s) are allowed. Only bird feeders and potted plants may be hung from the hook(s). It is the responsibility of the Unit Owner to weed under the bird feeder. The shepherd's staffs shall be confined to the area between the sidewalk and the exterior surface of the Unit and in the non-maintained area.

2.2.3. The dimensions of the birdbath or yard art objects may not exceed three feet in height by two feet in width by two feet in length. There is a 6-foot height restriction for shepherd's staffs.

- 2.2.4. A maximum of two (2) shepherd's staffs and two (2) yard art objects are allowed and must be confined to the patio, porch, and/or the area between the sidewalk and the exterior surface of the Unit. One-yard art may be substituted for each shepherd's staff.
- 2.3. Bird feeders in trees, windsocks, and wind chimes are not permitted. Decorative flags are permitted in courtyards only.
- 2.4. Holiday Decorations.
 - 2.4.1. All lights and extension cords used outdoors must be UL approved for outdoor use. LED lights are preferred. Lights may be displayed on the porch, patio, and patio fence provided the decorations do not cause any damage to the property.
 - 2.4.1.1. During the Christmas season only (Thanksgiving to January 8th), LED lights may be placed on all bushes/ fences around all sides of the patio or porch and the interior side of the sidewalk leading to the parking pad at the garage. These lights must be LED type and/or incandescent UL approved for outdoor use -- no exceptions. Proof of conformity to these restrictions may be required.
 - 2.4.2. Projected scenes or lights are not allowed with the exception of lighting the front door decorations. A UL approved outdoor spot light (not flood light) with a maximum of 150-watt equivalent brightness may be used. Lighting must be white in color and aimed to ensure only minimal light intrusion occurs on adjacent condos.
 - 2.4.3. All decorative lighting may be used until 10:00PM.
 - 2.4.4. Christmas 3-D objects (non-inflatables) are permitted that are no greater than 48" in height and may be placed only on the porch or patio. For Courtyard condos, objects may not extend above the fence. Wreaths are permitted on windows, doors, fences and patios during the holiday season.
- 2.5. Decorations for personal celebrations of residents' birthdays and anniversaries may be displayed on the patio, porch, patio fence provided the decorations do not cause any damage. No lighted displays are allowed. These decorations may be displayed 24 hours before and after the event.
- 2.6. Unlighted and battery operated lighted decorations or initials may be displayed on the front door at any time.
- 2.7. No part of any decoration may be placed on any LV common area except as permitted in 2.4.1.1 above.

3. Flowers/Plants/Landscaping.

- 3.1. Unit Owners are not allowed to cut hedges/shrubbery and trim trees or bushes, in any maintained landscaped areas. If a unit owner wants to cut/ trim shrubbery out of rotation, the resident must contact the board who will in turn contact the landscaper and the unit owner will be responsible for the cost. The unit owners are allowed to fertilize in the Limited Common Area.
- 3.2. Potted plants on the patios, porches or in the limited common area must be maintained by the unit owner. Unit owners are allowed to plant up to five (5) plants in the limited common areas, that are selected from the Landscape Committee's list of approved plants. The Landscape Committee must give permission for where the plants are being planted and a member of the Landscape Committee must be present when the plants are being planted. If damage to the irrigation/drainage system occurs, the unit owner is responsible for the repair costs. The plants become the property of the Lexington Villas community.
- 3.3. One pot agreed upon by the adjoining unit owners may be placed between the shared driveways adjacent to the building; up to three pots may be placed in the corner by the garage, and potted plants may be placed on the porch, patio, and the area between the sidewalk and the exterior surface of the unit. Maintenance of the flowers or plants is the responsibility of the unit owner and any dead flowers, plants, and empty flower pots must be removed.
 - 3.3.1. Flower pots must be placed totally above ground.
 - 3.3.2. Flowerpots are not permitted in the Common Areas.
 - 3.3.3. Interior of Courtyards is at Unit Owner's discretion and will not be maintained by the HOA.
 - 3.3.4. No artificial flowers or plants are allowed in limited or common areas.
- 3.4. Unit Owners may not interfere with HOA contractors, make special requests, or ask for personal favors from contractors or their employees.

4. Prohibited Items and Storage in Common Area.

- 4.1. Nothing may be placed in any common area by unit owners / residents.
- 4.2. No Unit owner shall obstruct any of the Common Areas nor shall any unit owner store anything upon any of the Common Areas unless in areas specifically designated for storage by the Board of Directors.

5. Exterior Alterations.

- 5.1. No alterations may be made to the exterior of the building without the prior written approval of the Architectural Review Committee [ARC] and the Board of Directors. The form is located in the clubhouse.
- 5.2. Glass enclosures for the screened porch may be installed at the Unit Owner's expense using only the design and specifications approved by the ARC and the Board of Directors.
- 5.3. Glass storm doors may be added at the Unit Owner's expense using only the design and color approved by the Board of Directors.
- 5.4. All exterior lighting bulbs must be white in color.
- 5.5. Ground/landscape lights as described below may be added at the Unit Owner's expense. Solar lighting must be maintained in good working order. Below are three options for Unit Owners to consider for lighting:

OPTION 1: 501.AR LIGHTING

- Solar lights (path lights) must be either black or oiled bronze in color.
- The glass (or lens) must be clear or frosted, with a white light. Lights must be no less than five feet apart, 30 lumens (each), maximum. Must be no more than 18 inches in height.

Solar lighting may only be placed between or immediately adjacent to both the exterior of the unit and the sidewalk. Repair for damage to solar lights due to landscaping maintenance will be at the expense of the Unit Owner. Repair for damage to drip lines caused by placement of solar lights will be at the expense of the Unit Owner.

OPTION II: LOW VOLTAGE LANDSCAPE LIGHTING

Low voltage landscape lighting must be either black or oiled bronze in color. The glass (or lens) must be clear. An outlet and transformer must be installed in an unobtrusive location (behind shrubs), on the siding (not on the stonework) of the unit, a minimum of six (6) inches above ground level. A certified electrician must be used to install the outlet. Low voltage landscape lighting must be placed between the exterior of the unit and the sidewalk, unless approved by the BOD. Repair for damage to low voltage lights due to landscaping maintenance will be at the expense of the Unit Owner. Repair for damage to drip lines caused by placement of lights will be at the expense of the Unit Owner. The Unit Owner assumes all responsibility for the wiring in the event of accidental severing by landscape crew. Low voltage landscape lighting is restricted to pathway lighting. Up-lighting is not an option. Damage to lights are at the expense of the Unit Owner. You must submit an Architectural Approval Application to ARC.

OPTION III: EAVE FLOOD LIGHTS

Eave flood lights must be installed by a certified electrician, under the eave on the exterior of the unit, at the front corner. Fixture must be white in color and maximum of 100 watts for each bulb. The fixture may consist of two flood lights to direct one on the walkway to the front door, and one for the walkway from the side of the unit to the garage. Eave flood lights MUST NOT disrupt other residents. You must submit an Architectural Approval Application to ARC.

6. **Windows and Window Coverings.** All window coverings, whether draperies, blinds (vertical or horizontal) or valances must be white, off-white, light beige or light gray on the exterior side.
7. **Signs.**
 - 7.1. Only house number signs and locations approved by the Board of Directors are allowed.
 - 7.2. Unit Owner's security signs shall be confined to the patio or area between the sidewalk and the exterior surface of the Villa leading to the garage or outside gate leading to the courtyard. Window security decals are also permitted.
 - 7.3. Decals needed by first responders for the health and safety of residents such as the Vial of Life Program may be affixed to the front door or a front facing window surface for visibility by anyone responding to an emergency.
 - 7.4. No real estate sign, Open House, For Sale sign, or For Rent sign shall be displayed except in the outdoor glassed bulletin board in front of the Clubhouse (Board member to open and post). No signs of any kind may be placed in windows or on doors of units.
8. **Animals.**
 - 8.1. No more than three (3) household domestic pets (dogs, cats and birds), not bred or maintained for commercial purposes, may be kept in any one home. The full-grown weight of a single pet shall not exceed fifty (50) pounds.
 - 8.2. All animals, when outdoors, shall be under a person's command and maintained on a leash. All animals shall be supervised by a responsible individual who shall remain outside with the animal during the entire time. All pet owners shall be responsible for the immediate cleanup of all pet waste.
 - 8.3. Pets are not to be tethered outside, nor are they to be tethered from inside the unit for outside access.
 - 8.4. Feral animals will not be fed on Lexington Villas Property.
 - 8.5. If any pet becomes a nuisance in the opinion of the Board of Directors, the pet may be barred from the community at the discretion of the Board of Directors.
 - 8.6. If pets are fed and/ or watered outside on the patios or courtyards, the receptacles must be immediately brought back into the unit.

9. Parking/Vehicles.

9.1. Boats, motor homes, trucks (larger than a 3/4-ton pickup), travel trailers, or any vehicle with commercial advertising may not be parked on any street or driveway for more than eight (8) consecutive hours. In no event shall any such boat, trailer, or vehicle block normal ingress or egress of any resident to or from any street or driveway or to any garage other than the Unit Owner's garage. Commercial moving vans and delivery trucks with more than four (4) tires are not permitted on driveways. They must be parked on the street when loading and unloading (exception: work vehicles with prior HOA approval).

All parking by Unit Owners or guests must be: (a) within the garage (b) in the Limited Common Area, in front of the garage (c) in the parking spaces at the Clubhouse area if needed for more than eight hours, or (d) on the street but not overnight. Parking in the turnarounds is not permitted overnight.

- 9.2. Unit Owners are responsible for informing all contractors, delivery, and service personnel of this rule and will be in violation of the rule if a service vehicle parks in this area.
- 9.3. Parking at the Clubhouse for more than twenty-four (24) hours must have written approval from the Board of Directors. Vehicles belonging to a Unit Owner's guests or a unit owner, must have a pass issued by a Board member. This pass must be displayed on the vehicle's dash at all times while parked in the Clubhouse parking lot. Vehicles without a pass will be towed at the Unit Owner's expense after twenty-four (24) hours.
- 9.4. No part of any vehicle is permitted on the grass. Damage to Lexington Villas property will be at the expense of the associated Unit Owner.
- 9.5. Inoperable vehicles or vehicles parked anywhere in Lexington Villas for more than twenty-four (24) consecutive hours may be towed at the Unit Owner's expense.
- 9.6. Repair work on vehicles is not permitted in Limited Common Areas or Common Areas except for short-term emergency work (flat tire, battery charges, etc.). Maintenance of a Unit Owner's personal vehicle(s) may be performed on the driveway pad provided that the maintenance can be completed within 24 hours. A protective barrier must be placed between the vehicle and the pavement when fluids other than water are involved.
- 9.7. Except for LV maintenance vehicles, motorized vehicles may be driven only on the paved roads, the parking areas and driveways.
- 9.8. Any vehicles with more than four (4) wheels are not permitted on any portion of any driveway at any time. Exceptions are: emergency vehicles, tow trucks or vehicles approved by the HOA. The Board of Directors may, at times, authorize the short-term use of vehicles of more than four (4) wheels for landscaping, construction and repair projects. Unit Owners may request approval for an exception to the "four-wheel vehicle rule" by obtaining approval by the Board of Directors.
- 9.9. The speed limit within the community is 15 miles per hour.

10. Swimming Pool. (The Pool is defined as the entire area enclosed by the fencing.)

- 10.1. The pool is for the exclusive use of the Unit Owners and their guests and cannot be reserved. Any person who cannot be identified as a Unit Owner, or who is not accompanied by a Unit Owner, will be asked to leave the pool area.
- 10.2. All persons using the pool and pool facilities do so at their own risk. There is no lifeguard.
- 10.3. Unit Owners and their guests must abide by the Lexington Villas rules, to the pool rules mandated by DHEC that are posted in the pool area, and to rules recommended by DHEC in times of health emergencies.
- 10.4. The pool gate and restrooms must be locked at all times when the pool is not in use.
- 10.5. All children under the age of 18 must be accompanied by a Unit Owner.
- 10.6. Guests are limited to four (4) per unit. Guests must be accompanied by the Unit Owner at all times and will be asked to leave if the Unit Owner is not present.
- 10.7. The following are prohibited in the pool area:
 - Animals or pets, except for service animals
 - Glass or other breakable items
 - Running, diving, or disruptive behavior
 - Excessive noise or splashing
 - Private pool parties
 - Electrical devices
 - Smoking, vaping, tobacco products
- 10.8. Pool toys such as balls and small rafts may be used at the pool. Radios/music, audio books, or podcasts are allowed at the pool. The volume of the music should be at a reasonable level, not to disturb others. Should the music etc. disturb residents at the pool, you will be asked to turn it down or turn it off.
- 10.9. Swimming is permitted in garments sold as swimwear. Infants must also wear swim diapers. Regular diapers are not permitted in the water.
- 10.10. Pool furniture may not be reserved and must be repositioned in the original location after use. Umbrellas are to be lowered and secured when Unit Owners leave.
- 10.11. The pool may be used daily *from* 7:00 a.m. to 10:00 p.m., during swim season.
- 10.12. Wet swimwear is only permitted in the restroom areas of the clubhouse. Outside doors must be used to access restrooms and locked when leaving the pool area.

11. Clubhouse.

- 11.1. The Clubhouse is available only for the private use of the Unit Owners.
- 11.2. The Clubhouse may be reserved by Unit Owners only for non-profit parties or meetings. The pool is not available for reservations. The following policy will apply to all reservations.

- 11.2.1 A refundable deposit of \$250.00 is required to reserve the club house. The cost to use the club house is \$50 for 50 people or less, or \$100 for more than 50 people.
- 11.2.2 Children and teenage parties are prohibited.
- 11.2.3 Children under the age of 18 attending parties must be in the presence of an adult on the patio area.
- 11.2.4 The Unit Owner reserving the Clubhouse will have exclusive use of the party room.
- 11.2.5 Private party attendees may not use the billiard table for playing pool, exercise room, library, or sitting room.
- 11.2.6 The pool/patio area including the grill and fire pit may not be reserved.
- 11.2.7 The Unit Owner will be responsible for all cleanup and trash removal.
Cleanup must be completed no later than 9:00 a.m. the day after the event.
- 11.2.8 Damage to the Clubhouse or equipment and/or any follow-up cleaning required by the Homeowners' Association will be the responsibility of the Unit Owner.
- 11.2.9 The club house will be closed temporarily (if recommended by DHEC/ CDC) only if 51% of the unit owners agree by vote
- 11.3. The exercise equipment is for the exclusive use of the Unit Owners and their guests. Any person who cannot be identified as a Unit Owner, or who is not accompanied by a unit owner will be asked to leave. No person under the age of 18 shall be allowed in the exercise room.
- 11.4 All animals, except for service animals, are prohibited in the Clubhouse.
- 11.5 The Clubhouse is accessed by a passcode that is given to all Unit Owners. This passcode is NOT to be shared with guests, vendors, or contractors. A Unit Owner must be present during times that guests, vendors, or contractors are in the Clubhouse.
- 11.6 The gas grill must be operated by a Unit Owner for its intended use (cooking food only) and cleaned after every use.
- 11.7. No one is allowed to climb on the water feature.

12. Garbage/Yard Waste Trash Collection.

12.1. Garbage collection regulations [not yard waste] require that roll cart containers not be set out prior to noon p.m. the day preceding collection and that the containers must be picked up and put away as soon after collection as possible but before 9:00 p.m. the day of collection. Only containers with lids, recycle bins, or securely tied plastic bags are permitted for disposal. All containers must be set out at the street, next to the curb, on the outer perimeter of the street. Containers, when not set out for collection, must be kept inside the garage. Unit Owners will be responsible for cleaning garbage spilled from the containers.

12.2. Yard waste should not be placed in garbage container or recycle bin. Yard waste from potted plants and courtyards should not exceed 4 feet in length and 4 inches in diameter. Small yard waste should be disposed of in accordance with City regulations, and put in plastic bags and placed on top of storm sewer drains.

13. **Solicitation and Garage Sales.** Solicitation is not authorized within the community. Garage sales and tag sales are prohibited unless approved by the Board of Directors as a planned community activity.

14. **Responsibility of Unit Owner Condominium Sales.** The Unit Owner is responsible for:

14.1. Notifying the HOA and providing them with the proposed buyer's name(s), address, proposed closing date, and the name and contact information of the closing agent.

14.2. Making certain all Homeowners Association dues are current.

14.3. Making certain new unit owners receive the Lexington Villas Master Deed, Bylaws, the current Rules and Regulations, the Procedure for Handling Rules' Violations and Violation Reporting form, house key, pool key, mailbox key, and the combination code to the Clubhouse.

15. **Default in Payment of Assessments.** If a Unit Owner defaults in the payment of any common expense assessment or any special assessment, a \$25 late fee will be charged if not paid within ten (10) days. In addition, a ten (10) percent per month penalty will be charged until paid. (Section 6.2 page 14 and Section 6.1c page 11 in Bylaws).

16. These Rules and Regulations will be enforced by the LV Board, utilizing the procedure below:

16.1 All unit owners are expected to follow Lexington Villas' rules and regulations. All costs associated with the enforcement of these rules will be borne by the offending home owner.

16.2 A violation is to be submitted to the LV Board to identify the alleged violator and document the perceived violation in detail. Any complaint must be on the proper form, with the signatures of no less than two residents who are affected by the violation. The violation forms may be obtained from the clubhouse. The resident will be contacted by a board member or a representative to explain the violation.

16.3 Unit owners that violate a rule will be contacted by a board member or representative through email or face to face contact to explain the violation. If the violation is not corrected, a second email/ face to face contact will occur. If still not corrected [3rd], a \$50 fine will be imposed. A fourth time and not corrected, a \$100 fine will be imposed and a fifth, a lien may be placed on the property.

Violation Fee Schedule

First Violation: Resident will be notified by email or face to face, by a board member or representative of the board.

Second Violation: If the violation (same infraction) is not corrected, a letter will be sent by the Board of Directors.

Third Violation: If the violation is still not corrected, a \$50 fine will be imposed.

Fourth Violation: If the violation is still not corrected, a \$100 fee will be imposed.

Fifth Violation: If the violation is still not corrected after four attempts by the Board of Directors, a lien may be placed on the property.

SIGNED SEALED AND DELIVERED
in the presence:

LEXINGTON VILLAS
HOMEOWNER'S
ASSOCIATION, INC.

Helena Anderson
Witness #1

By: *Charles Shane*

Print name: CHARLES SHANE

Manju Skapur
Witness #2

It's: *President*

STATE OF SOUTH CAROLINA

ACKNOWLEDGEMENT

COUNTY OF *Lexington*

I, *Ashleigh Rainwater*, Notary Public for the State of South Carolina, do hereby Certify that Lexington Villas Homeowner's Association, Inc. by *Charles Shane* it's *President* personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this *8th* day of *January*, 2024.

