

RULES AND REGULATIONS
PINE RIDGE HOMEOWNERS ASSOCIATION

Adopted by the Board of Directors
Pine Ridge Property Owners Association, Inc.
August 4, 2006

Amended by the Board of Directors
Pine Ridge Property Owners Association, Inc.
September 4, 2008
June 22, 2012
March 5, 2018
November 2, 2018

The following Rules and Regulations have been created pursuant to Article 4 at page 5 and Article 4 at page 7 of the Declaration of Covenants, Restrictions and Easements for Pine Ridge at Buckwalter (hereinafter, Pine Ridge CR&E's) so as to insure the proper and safe use of these common areas and to protect these valuable assets. They are no substitute for common sense and common courtesy. Violations of these Rules and Regulations will be enforced pursuant to Article 13 at page 27 of the Pine Ridge CR&E's.

If a violation of these Rules and Regulations is witnessed by, but not limited to a property owner, a committee member, a Board member or management, a written complaint must be filled with management or a Board member. In some cases it will be necessary for the person or persons witnessing the violation to contact the Bluffton Police directly and immediately. Without written notification of a violation, action by your Board and/or management cannot take place. The written complaint must be specific regarding the day, time and address of the person involved in the violation. This complaint can be mailed to Bundy Appraisal & Management, PO Box 1225, Beaufort, SC 29901, faxed to 843-521-0743 or emailed to PineRidgePOA@gmail.com.

These Rules and Regulations may be revised, from time to time, as deemed necessary by the Board of Directors. Constructive comments are always appreciated and may be submitted to the Board of Directors or your management company. These Rules and Regulations were originally adopted by the Pine Ridge Property Owners' Association Board of Directors on August 4, 2006.

Common Area:

The use of the common areas within Pine Ridge is a privilege afforded each property owner and resident pursuant to Article 4, at page 5 of the Pine Ridge CR&E's. The use of these common areas is specifically limited to, and these Rules and Regulations binding upon, all Pine Ridge property owners, tenants, occupants, invitees, and licensees.

VANDALISM TO ANY PART OF THE COMMON AREAS WILL BE PROSECUTED BY THE PROPERTY OWNERS' ASSOCIATION TO THE FULL EXTENT OF THE LAW.

Rules and Regulations: See Pine Ridge CR&E's, Article 4, page 7, § K.

The Association shall be entitled to adopt and enforce reasonable rules and regulations related to the use and operation of the Association Property. All users of the Association Property shall be subject to comply with such rules and regulations, provided any such rules and regulations are not applied or enforced in a discriminatory manner. Enforcement of such rules and regulations can include the right to prohibit use, deny access to facilities, and suspend voting rights of Members for material violations. The rules and regulations so promulgated shall, in all respects, be consistent with the provisions of the Association Documents.

Additional Neighborhood Restrictions: See Pine Ridge CR&E's, Article 11, pg 26, § FF
Any additional restrictions and covenants for (our) neighborhood shall be for the purpose of preserving the particular design and character of the Lots and Living Units in the neighborhood, and may be more, but not less, restrictive than the restrictions in this Declaration.

These Rules and Regulations are applicable to the Pine Ridge roadways, common land adjacent to the roadways, the lakes, and any common land adjacent to the lake.

Roadways

- Even though the roadways within the Pine Ridge's residential area are private, the association has granted permission to the Bluffton Police Department to enforce traffic laws on our roadways, see S.C. Code Title 56, Article 45.
- The speed limit on our roadways is 20 mph.
- Violation of any part of the Roadways section may result in a \$25.00 fine for the first occurrence with a \$50 fine for all subsequent occurrences in addition to any fines imposed by local law enforcement.

Access & Entry

- Trespassing is prohibited; see S.C. Code Title 16, Article 11.
- Access to the Pine Ridge residential community is available to property owners, residents, invitees, and guests only.
- The Pine Ridge Property Owners' Association reserves the right to deny admission to any person or conveyance when it considers it to be in the best interest of the community.
- Residents and their dependents are responsible for guests/visitors to their home and must assure that their guests/visitors conduct themselves in an orderly and lawful manner.

Lease / Rental of Pine Ridge Houses See Pine Ridge CR&E's, Article 11, page 22, § H.

- No portion of an owner's house, other than the entire living unit, shall be rented.
- The term of any lease or rental agreement shall not be for less than 6 months.
- All leases must be in writing. Leases shall provide the Association with the right to terminate the lease upon default by the tenant in observing any of the provisions of the Pine Ridge CR&E's, Bylaws, and Rules and Regulations of the Association.
- A copy of the proposed lease must be delivered to the Association's property manager (Bundy Property Management) at least 24 hours prior to occupancy by the tenant.
- The Residential Owner of a leased living unit shall be jointly and severally liable with his tenant to the Association to pay any claim for injury or damage to property caused by the negligence of the tenant and shall be responsible for any fine levied on the tenant for failure to comply with the Pine Ridge CR&E's, Bylaws, Rules and Regulations of the Association.
- Every lease shall be subordinated to any lien filed by the Association whether before or after such lease was entered into.

Exterior Appearance See CR&E's, Article 9 at page 18.

- Firewood shall be stored in the rear yard away from the street and in a manner which ensures that it is not a danger to others or any structure.
- Playground equipment shall be permitted with prior ACC written approval.

Living Unit and Lots

Each Residential Owner shall maintain his Living Unit and all Improvements and personal property upon his Lot in good condition at all times. The exterior of all Living Units shall be maintained in good condition and in a neat and attractive manner. All exterior painted areas shall be painted as reasonably necessary, with colors that have been approved by the Board of Directors and ACC Committee, and no excessive rust deposits on the exterior of any Living Unit, peeling of paint or discoloration of same shall be permitted. No Residential Owner shall change the exterior color of his Living Unit without the consent of the Committee. All sidewalks, driveways and parking areas within the Residential Owner's Lot or serving the Residential Owner's Living Unit shall be cleaned and kept free of debris; and cracks, damaged and/or eroding areas on same shall be repaired, replaced and/or resurfaced as necessary.

Street Yard

The Residential Owner shall maintain the landscaping of his Lot, and on any contiguous property between his Lot and the pavement edge of any abutting road, in accordance with the provisions of this Declaration. All such landscaping shall be maintained by the Residential Owner in good condition and appearance and, as reasonably required, mowing, watering, trimming, fertilizing, and weed, insect and disease control shall be performed by the Residential Owner. Underground sprinkler systems may be installed, maintained and used to irrigate all landscaping. All landscaped areas shall be primarily grass, and shall not be paved or covered with gravel or any artificial surface without the prior written consent of the ACC Committee. All dead or diseased sod, plants, shrubs, trees, or flowers shall be promptly replaced, and excessive weeds, underbrush or unsightly growth shall be promptly removed. No artificial grass, plants, or other artificial vegetation shall be placed or maintained on the exterior of any Lot.

Lake Bank

Each Residential Owner/resident which has a rear or side Lot line which abuts the portion of any lake which is immediately adjacent to the edge of the water line shall be required to maintain the adjoining area located between such resident's lot and the edge of the water line of the adjacent lake as if said area were a portion of the Lot owned.

Association Right to Perform Maintenance

If a Residential Owner fails to maintain his Lot or Living Unit in accordance with this Declaration, the Association shall have the right, but not the obligation, upon fifteen (15) days' written notice to the Residential Owner, to enter upon the Lot for the purpose of performing the maintenance and/or repairs described in such notice to the Residential Owner, as applicable. Provided, however, if the maintenance or repair is necessitated due to an emergency, the Association shall have the right to perform the maintenance and/ or repairs upon 24 hours advance written notice. The cost of performing such maintenance and/or repairs and the expense of collection (including, but not limited to, Legal Fees) shall be assessed by the Association against the Residential Owner as an Individual Expense Assessment.

Pine Ridge CR&E's, Article 11 beginning at page 21.

Solicitation

- Door-to-door vendors, salespersons or solicitations of any kind are prohibited within Pine Ridge; see S.C. Code Title 16 Section 11.
- Exceptions to the door-to-door solicitations ban may be granted to charitable / non-profit organizations only with advance notice / permission by the POA Board of Directors.
- Mailboxes may not be used for any type of distribution other than the U.S. Mail unless approved by the POA Board of Directors. Failure to obtain approval may result in a fine.

Nuisances

- No obnoxious or offensive activity shall be carried on in or about any living unit, or on any portion of the project land nor shall anything be done therein which may be or become an unreasonable annoyance or nuisance to any Residential Owner. No use or practice shall be allowed in or around the living units and lots which is a source of annoyance to Residential Owners or occupants of living units or which interferes with the peaceful possession or proper use of the living units or surrounding areas. No loud noises or noxious odors shall be permitted in any living unit or on lots.

Outside Storage of Personal Property

- The personal property of any residential owner/resident must be kept inside the Owner's living unit or a fenced-in yard, except for patio furniture and accessories and other personal property commonly kept outside which must be kept in the rear of the Lot and must be kept orderly, neat appearing and in good conditions. No personal property may be stored along the sides of the home.

Parking/Vehicle

- Vehicles may be parked or stored only on portions of a Lot improved for that purpose, i.e. garage, driveway, carport or parking pad. No unenclosed parking shall be constructed or maintained on any Lot except a paved driveway and an attached paved parking pad, which pad shall be designed for the parking of not more than 2 vehicles. Any driveway or parking pad constructed upon any Lot shall have either an asphalt concrete surface, a cement concrete surface, or brick pavers.

FOR ADDITIONAL PARKING RULES, REGULATIONS AND FINES SEE PAGE 11

Trash and Other Materials

- All containers, dumpsters or garbage facilities shall be stored inside a Living Unit or fenced-in area and screened from view and kept in a clean and sanitary condition.
- Garbage, trash, refuse or rubbish that is required to be placed at the front of a Lot in order to be collected may be placed and kept at the front of the Lot after 5:00pm on the day before the scheduled day of collection, and any trash facilities must be removed on the collection day.

Temporary Buildings; Accessory Buildings

- No garden shed, storage shed, out-building, or other permanent structures which are detached from the Living Unit shall be constructed or placed upon the Project Land unless approved by the ACC Committee.

Garages

- No garage shall be permanently enclosed so as to make such garage unusable by an automobile, and no portion of a garage originally intended for the parking of an automobile shall be converted into a living space or storage space and no garage opening shall have a screen covering without the consent of the ACC Committee. All garage doors shall remain closed when vehicles or persons are not entering or leaving the garage.

Animals and Pets

- Only common domesticated household pets may be kept on any Lot or in a Living Unit, but in no event for the purpose of breeding or for any commercial purposes whatsoever. No other animals, livestock, reptiles or poultry of any kind shall be kept, raised, bred or maintained on any portion of the Project Land. Permitted pets shall only be kept subject to and in accordance with such rules and regulations as shall be promulgated from time to time by the Board. The Board shall have the right to forbid or prohibit certain breeds or types of animals. Any pet must not be an unreasonable nuisance or annoyance to other residents on the Project Land. The Board may adopt rules and regulations concerning animals which are more restrictive than the provisions of this Declaration including rules requiring that all animals be kept on a leash when on the Association Property or outside a fenced yard and that animals be restricted to designated areas within the Association Property and that Residential Owners are responsible for cleaning up any mess that a pet created within any Lot or the Association Property. The Board may require any pet to be immediately and permanently removed from the Project due to a violation of this Section. Each Residential Owner who keeps or intends to keep a pet agrees to indemnify the Association and Declarant and hold them harmless against any loss or liability of any kind or character whatsoever arising from he or she having any animal on the Project Land.

Additions and Alterations

- No living unit shall be enlarged by any addition thereto or to any part thereof, and no residential owner shall make any improvement, addition, or alteration to the exterior of his living unit, including, without limitation, the painting, staining, or varnishing the exterior of the living unit or re-roofing with shingles of a different color or material, without the prior written approval of the ACC Committee, which approval may be withheld for purely aesthetic reasons.

Air Conditioning Units

- Only central air conditioning units are permitted, and no window, wall, or portable air conditioning units are permitted. No air-conditioning or heating apparatus, unit or equipment shall be installed on the ground in front of, or attached to, any front wall of any living unit.

Clotheslines and outside Clothes Drying

- No clotheslines or clothes poles shall be erected, and no outside clothes-drying is permitted. If such activity is advised or mandated by Government Authorities, the ACC Committee shall have the right to approve types of devices and location where used. Request must be submitted in writing.

Outside Antennas and Satellite Dishes

- No Residential Owner may erect or maintain a television or radio receiving or transmitting antenna, satellite dish or similar apparatus unless approved by the ACC Committee.

Flagpoles

- No Residential Owner may erect / install a flagpole unless approved by the ACC Committee.

Garbage Containers, Oil & Gas Tanks, Pool Equipment

- All garbage and refuse containers, oil tanks, bottled gas tanks, and all permanently affixed swimming pool equipment and housing shall be underground or placed in a walled-in or landscaped area so that they shall be substantially concealed or hidden from any eye-level view from any street or adjacent property as approved by the ACC Committee.

Signs

- Except for signs placed or constructed by Declarant, no signs shall be placed upon any Lot, and no signs shall be placed in or upon any Living Unit which are visible from the exterior of the Living Unit, without the prior written consent of the ACC Committee.

Window Treatments

- Window treatments shall consist of drapery, blinds, decorative panels, or other tasteful window covering. No newspaper, aluminum foil, sheets or other temporary window treatments are permitted. Tasteful temporary window coverings shall be allowed for periods not exceeding one (1) week after a Residential Owner or tenant first moves into a living unit or when permanent window treatments are being cleaned or repaired. Please discuss these options with your ACC Committee.

Lakes

- The landscaped area between the water line of a lake and an adjoining Waterfront lot shall be reserved for the use and enjoyment of the Owner of the subject lot and all other Owners shall be restricted from entering upon such area, except as a guest of Owner.
- Trespassing on private property is prohibited; see S.C. Code Title 16, Section 11.
- The dumping of liquid or solid waste into or near the lakes is prohibited.
- Swimming or wading in the lake is prohibited.
- It is unlawful to feed or entice alligators. Such activity is dangerous.

Swimming Pools

- Swimming pools and spas shall not be allowed without the consent of the ACC Committee, see Design Standards page 9.
- No permanent above-ground swimming pools shall be permitted in the Project.
- Small, inflatable wading pools shall be permitted, but shall be emptied for safety reasons.

Fences and Walls

- If any Residential Owner desires to construct a fence on his Lot, the Residential Owner shall submit a plot plan to the ACC Committee showing the proposed location of the fence upon the Lot and the height and type of fence to be installed, which must be approved by the Committee. In any event, no fence may be constructed on the portion of any Lot between the front of the Lot and the front of the Living Unit constructed upon the Lot, and any fence constructed upon a Lot must be located in strict conformance with the plot plan approved by the Committee.
- All fences must be approved by the ACC Committee, see Design Standards, page 9.

Mailboxes

- Must be properly maintained and replaced as required with currently approved standard.
- Repair work shall be completed within 30 days of the date of repair notification.
- See Solicitation, page 5, regarding materials placed within mailbox newspaper slots.

Surface Water Management

- No Residential Owner or any other person shall do anything to adversely affect the Project Drainage System and the general surface water management and drainage of the Project Land, without the prior written approval of the ACC Committee and any controlling Governmental Authority, including, but not limited to, the excavation or filling in of any Lot. Provided, however, the foregoing shall not be deemed to prohibit or restrict the initial construction of improvements upon the Project Land by Declarant in accordance with permits issued by controlling Governmental Authorities. In particular, no Residential Owner shall install any landscaping or place any fill on the Residential Owner's Lot which would adversely affect the drainage of any contiguous Living Unit or Lot. No structures, trees or shrubs shall be placed on any utility easements or any portion of the Project Drainage System (including drainage easements on the Lots), except by Declarant, without the prior written consent of the Committee and the applicable Governmental Authorities and utility providers.

Wetland Areas

- No Residential Owner may remove native vegetation from the wetland areas. Residential Owners must comply with the wetland covenants recorded in the Public Records. No Residential Owner or guest may construct or maintain any building, residence, or structure, or undertake or perform any activity in any wetland without the prior approval of the Association and the applicable Governmental Authorities and utility providers.

Children's Playground

- The Children's Playground is available only to Pine Ridge property owners, their immediate family, their guests, and their tenants.
- Those using the playground equipment do so at their own risk.
- Children five years old and under must be accompanied by an adult (18 years or older).
- Wrapping the swings and climbing on the top cross bar is prohibited.
- All trash shall be removed from the area – receptacles have been provided.

NOTICE OF FINES:

The Declaration also authorizes the Board of Directors to levy fines to correct infractions of these Rules and Regulations. The cost of any actions by the Association to ensure compliance with the Declaration or these Rules and Regulations as well as any fines levied or actions shall at the option of the Association become the cost of that non-compliant owner and, if so determined by the Association, a part of the Association's lien on that owners lot.

Attached is a Schedule of Fines which has been adopted by your Board of Directors.

Please observe these rules to avoid unpleasant actions by your Board of Directors.

Procedures:

- Specific Notice of noncompliance shall be served on the Owner by either hand delivery, posting, U.S. Mail, facsimile or any other delivery method recognized under South Carolina law.
- After written notice is provided, any non-compliant Owner shall be afforded an opportunity to comply as contained in the Specific Notice.
- The Board of Directors may cure any issue of non-compliance, should that issue not be cured within 15 days of the issuance of the Specific Notice. However, if the maintenance and/or repairs are necessitated due to any emergency, the Association shall have the right to perform the maintenance and/or repairs upon 24 hours advance written notice. The cost of performing such maintenance and/or repairs and the expense of collection (including, but not limited to, Legal Fees) shall be assessed by the Association against the Owner as an individual expense assessment.
- After the required notice of non-compliance has been provided to a non-compliant Owner and if that Owner fails to comply by the deadline set out in that notice, should the Association incur expense in correcting a violation of the Declaration, the Architectural Standards or the Rules and Regulations or should the Association levy a fine for non-compliance against that lot, the Association shall notify that Owner of the cost levied against the lot of that Owner and such Owner shall have a period of ten (10) days within which to pay the applicable fine or to reimburse the Association for such costs. Should any Owner fail to pay an assessment levied for non-compliance or fail to reimburse the Association for its cost in curing a violation, the fine or cost shall be added to the Association's lien on that Owner's lot.
- If any fine is levied against a tenant and is not paid within ten (10) days after same is due, the Association shall have the right to evict tenant as hereinafter provided; Ref: Covenants, Article 13, Section C & F.

SCHEDULE OF FINES

Noncompliance with the Declaration, Rules and Regulations, and Design Standards of The Pine Ridge Homeowners Association shall be subject to the following:

STANDARD FINE PROCEDURE:

1. Failure to undertake compliance in accordance with the Specific Notice shall result in a minimum fine of \$25 per day or occurrence.
2. Recurring noncompliance incidents by the same Owner shall result in an additional fine of \$50 per day or occurrence.
3. The Board of Directors cures any noncompliance issued, but not cured within fifteen (15) days of the issuance of the Specific Notice.
4. The Board of Directors shall notify the Owner, whom has incurred expense to correct the noncompliance issue, and such Owner shall have a period of ten (10) days within which to reimburse the Association for such costs.
5. Failure to comply, with the payment of a fine or expenses incurred by the Association to cure such offense within the time frame of the Specific Notice, shall result in notice of lien for such expenses being recorded in the public records of Beaufort County and shall continue until paid in full by the Owner of the Homesite.

PARKING FINES:

Towing fines shall be paid directly to the towing company at the then current rate.

When a vehicle is not subject to the standard towing regulations;

All parking infractions shall be fined at:

\$75 for the first offense

INCREASING

\$75 each additional occurrence for **repeat offenders / household within any 12 month period from initial offense.**

BE ADVISED: WARNING LETTERS WILL NOT BE SENT.

REMINDER: A homeowner may expand their driveway subject to ACC approval.

Per the covenants, Article 11, Section E; it shall be designed for the parking of not more than 2 vehicles and shall have asphalt / cement concrete surface, or brick pavers.

PARKING RULES AND REGULATIONS

*****THE PURPOSE OF THESE RESTRICTIONS IS TO ENSURE SAFE PASSAGE FOR EMERGENCY VEHICLES AND THE SAFETY OF OUR RESIDENTS*****

On street parking will be allowed for registered guests/marked Emergency Vehicles ONLY.

- **Hangtags are no longer valid** for any on street parking in **Pine Ridge.**
- All vehicles of owners and/or tenants in Pine Ridge must be registered with management.

Pine Ridge Parking Decal

- All residents must register; email PineRidgePOA@gmail.com, to receive decal.
- Pine Ridge POA Parking decals are required, renewed annually.
- Decals must be displayed on the lower driver's side windshield.
- All vehicles shall be legally registered and insured.
- The number of decals allowed will be determined by available spaces at each lot.
- Work vehicles* require special decal to prevent being towed.

*Any truck/van/car visibly carrying equipment/supplies.

Absence of displayed name does not prevent it from being considered a "work" vehicle.

REMINDER: A homeowner may expand their driveway subject to ACC approval.

PARKING RULES AND REGULATIONS (CONTINUED)

All Guests must be registered to park on the street 24 hours / day, 7 days / week.

If a visitor/guest must park on the street (4 days max); they are required to be registered.

Email: PineRidgeParking@bundyinc.com, include year, make, model, color, tag number, state, guest of and address, prior to 10pm. A photo of the rear of the vehicle is advised.

- Homeowners / non-registered guests must park vehicles in the garage / on the driveway.
- No portion of a vehicle or attachment to vehicle shall be hanging out in the street past the driveway slab / curb.
- No vehicle shall be allowed to park on grassy areas on a lot or within common areas. All four (4) tires must be on the driveway.
- Disabled or unlicensed vehicles shall not be parked within the community, except in garages, and shall be subject to towing, at the expense of the owner.
- No parking on the street is allowed in Pine Ridge ***at any time***, see above for visitors. Towing will take place 24 hours a day of unauthorized vehicles parked on the street. Owners will have to pay the towing company in order to retrieve their vehicles from the towing company. **WARNING LETTERS WILL NOT BE SENT.**
- The following vehicles are not allowed on pathways, driveways or open spaces. These items are to be parked/stored in the garage. Including but not limited to:
 - Trailers.
 - Golf carts, dirt bikes and four-wheelers.
 - Watercrafts (ie. jet skis, canoes, kayaks, etc).
 - Motor homes, RVs and campers.
- When allowed to park on the street; do not park in the opposite direction of traffic or across from a vehicle already parking on the street, see additional parking rules below.

Pine Ridge Parking Rules; see S.C. Code 56-5-2530

Except when necessary to avoid conflict with other traffic, no person shall:

Stop, stand or park a vehicle:

On a sidewalk.

Within an intersection.

On a crosswalk.

Stand or park a vehicle, whether occupied or not.

Except momentarily to pick up or discharge passengers:

In front of a public or private driveway.

Within fifteen feet (15') of a fire hydrant.

Within twenty feet (20') of a crosswalk / intersection.

Within thirty feet (30') of a stop sign at the side of a roadway.