

STATE OF SOUTH CAROLINA  
COUNTY OF CHARLESTON

)  
RULES AND REGULATIONS FOR  
SHAFTESBURY HORIZONTAL  
PROPERTY REGIME

WHEREAS, Shaftesbury Horizontal Property Regime is a horizontal property regime established pursuant to the South Carolina Horizontal Property Act by Master Deed recorded August 12, 1986 in the RMC Office for Charleston County in Book O156, at page 100 (the "Master Deed"); and

WHEREAS, Shaftesbury Horizontal Property Regime, Inc. is the incorporated homeowners association for Shaftesbury Horizontal Property Regime; and

WHEREAS, the Bylaws of Shaftesbury Horizontal Property Regime are attached as Exhibit "H" to the Master Deed; and

WHEREAS, Article V, Section XIII of the Bylaws of Shaftesbury Horizontal Property Regime, Inc. provides, inter alia, that the Board of Directors of Shaftesbury Horizontal Property Regime, Inc. may, from time to time, adopt and/or amend administrative rules and regulations governing the details of the operation and use of the Common Elements of the Condominium Property; and

WHEREAS, the Board of Directors of Shaftesbury Horizontal Property Regime, Inc. has promulgated rules and regulations concerning the use of the Common Elements of Shaftesbury Horizontal Property Regime, and now wish to record the same.

NOW, THEREFORE, the undersigned members of the Board of Directors of Shaftesbury Horizontal Property Regime, Inc. hereby publish and declare that the following are the rules and regulations of Shaftesbury Horizontal Property Regime:

1. Regime. Regime payment is due and payable on or before the 1st of each month. A late charge will be assessed for regimes paid after the 10th of the month in accordance with Article VIII, Section 2. Assessments, as set forth in the Bylaws of Shaftesbury Horizontal Property Regime. There is a \$15.00 returned check fee.
2. Disturbances. Occupants shall exercise extreme care to avoid unnecessary noise that may disturb other occupants. Do not operate any sound producing instrument (radios, televisions, stereo sets, electrical musical instruments, etc.) loud enough that the sound will carry over into another apartment. If there is a major disturbance, please do not hesitate to call the police. If you do find it necessary to call the police, please notify the manager, so that records may be kept of such occurrences.
3. Parking. Parking space is limited. Each apartment is allotted two spaces only. Do not park your vehicle in some else's designated space. Handicap and visitor spaces are for short term parking only. They are not to be used for permanent parking by an resident. Visitors are to park in the circle or along the street if visitor spaces are unavailable. Do not

drive or park on the grass. Motorcycles and recreational vehicles must be parked in a parking space. Anyone with an excess of two vehicles must make arrangements for storage or parking elsewhere. The circle is not to be used for permanent parking. It is for visitors only. Vehicles parked illegally run the risk of being towed.

4. Public Areas. Entryways and ground areas are all public areas and should be treated as such. No personal articles should be left in these areas. No occupant shall hang garments, rugs or similar objects from the windows, over patio fences, or from any of the facades of the property. No occupant shall dust rugs, mops or similar objects from the windows, or clean rugs or similar objects by beating on the exterior part of the condominium property. No occupant shall post any signage, advertisements, or posters of any kind in or on the condominium property except as authorized by the Board. No major repairs shall be done on the premises. No disabled vehicles shall be left on the premises for an unreasonable amount of time. In order to maintain our landscaping, please use the sidewalks that are provided throughout the community.
5. Storage. No motorized vehicles may be stored in the entryways or patios. This is a fire hazard and is prohibited by fire codes. Firewood should be stored on the patio, away from the building, next to the fence. Garbage cans should be stored on the patio. Entryways are not to be used for storage of any kind. Nothing should be stored outside the patio fence.
6. Garbage. Garbage pick-up is every Monday and Thursday. Garbage cans should not be set out by curb any earlier than the night before. Garbage cans should be removed from curb on the same day garbage is picked up.
7. Pets. No resident shall be allowed to bring onto or maintain on the premises any pet, such as a dog, cat, etc. that weighs over 25 lbs., except that present residents with a larger pet may keep it until the pet expires or is given away or sold. Any owner selling or leasing his or her apartment shall inform any prospective purchaser or lessee that pets weighing over 25 lbs. are not allowed. There is a limit of one pet per unit. All pets must be registered with the manager and shall otherwise be registered and inoculated as required by law. Prudence must be used when exercising and "curbing" your pets. A special area has been provided in front of the club house near the street. If you are unable to walk your pet to the designated pet area, you need to obtain a "pooper-scooper" so that you can clean up after your pet. Pets are not to be tied outside and left unattended. Pets shall not be permitted upon the common areas of the condominiums unless they are on a leash. Animal control will be called to pick up any animal not on a leash. The Board

of Directors shall have the right to order any person whose pet is a nuisance to remove such pet from the premises, and the Board, after affording the right to a hearing to the member affected, shall have the exclusive authority to declare any pet a nuisance.

8. Pool. Swimming pool regulations are formulated to provide for safe enjoyment of the swimming facilities. To insure this, these rules will be strictly enforced.
- a. No glass of any kind will be allowed in the pool area.
  - b. Street clothes, including jeans, will not be allowed in the pool.
  - c. Guests must be accompanied by the resident, and may not exceed six people (guest in excess of six people must have prior approval by the manager).
  - d. Pets are not allowed in the pool area.
  - e. Please put all refuse in the trash containers provided.
  - f. In accordance with sound safety regulations, no running, diving, or pushing will be permitted.
  - g. Stereos and loud radios are not permitted.
  - h. Stay off the life lines. This protection is required by the State Board of Health.  
There will be no lifeguard on duty. No children under 14 years of age will be permitted in the pool area without being accompanied by a parent or adult guardian.  
Management is not responsible for accidents. Use the swimming pool and patio at your own risk.
  - k. Pool hours are 7:00 a.m. - 10:00 p.m. Please be polite when using the pool. Consider the rights of others.  
The pool may not be reserved for private parties.
9. Weight Room. In accordance with sound safety regulations, no horseplay will be permitted in the weight room. Weight room hours will be 7:00 a.m. - 10:00 p.m.
10. Clubhouse Rules. The Clubhouse exists for the enjoyment of the community. When the Homeowners Association sponsors events for the entire community, the clubhouse is reserved for that purpose. These times are acknowledged on the monthly calendar. At any other time, the clubhouse may be reserved on a first come basis. You may make reservations through the manager by signing an agreement form. Minimum deposits will be as follows: Owners: \$25.00 of which \$15.00 is refundable; Renters: \$100.00 of which \$50.00 is refundable; Residents' Company Parties: \$100.00 of which \$50.00 is refundable; Outside Organizations: \$250.00 of which \$150.00 is refundable. All refunds are provided the clubhouse is cleaned and no damage has occurred. All repairs for damage will be billed to the person responsible for reserving the clubhouse. Since the clubhouse is available for parties,

there will be no late parties of a disturbing nature in the apartments. All clubhouse rentals must stop at 1:00 a.m.

- 11. Fines. The Board of Directors shall have the authority to assess a fine of up to Twenty Five Dollars (\$25.00) per day against each homeowner who fails to comply with the terms of the Master Deed of Shaftesbury Horizontal Property Regime or these Rules and Regulations. The fine assessed by the Board shall constitute a lien upon such owner's unit and shall be collectable in the same manner, and under the same terms, as assessments are collectable pursuant to the terms of the Master Deed. Owners can be assessed this fine for their tenant's violation of the Master Deed or these Rules and Regulations.

IN WITNESS WHEREOF, the undersigned members of the Board of Directors of Shaftesbury Horizontal Property Regime, Inc. have caused this instrument to be executed this 25 day of June, 1997.

WITNESSES:

SHAFTESBURY HORIZONTAL PROPERTY REGIME

[Signature]

Kimberly A. Redmond  
Kimberly Redmond, Board Member \*\*

\*\* a/k/a Kimberly A. Redmond

[Signature]

Henry Herbert  
Henry Herbert, Board Member

[Signature]

[Signature]

Terry P. Davis  
Terry Davis, Board Member \*\*\*

\*\*\* a/k/a/ Terry P. Davis

Kimberly A. Redmond

Kimberly A. Redmond

STATE OF SOUTH CAROLINA )  
COUNTY OF CHARLESTON )

PROBATE

PERSONALLY appeared before me the undersigned witness, who being duly sworn, deposes and says that (s)he saw the within Terry Davis, Board Member,\* sign, seal and as his act and deed deliver the within instrument and that (s)he with the other witness, whose name is subscribed above, witnessed the execution thereof.

*Terry A. Davis*

Sworn to and subscribed before me  
this 25 day of June, 1997.

\*SHAFTESBURY HORIZONTAL PROPERTY REGIME  
a/k/a/ Terry P. Davis


Kimberly A. Redmond  
NOTARY PUBLIC - South Carolina

My Commission Expires: 12-18-2005

STATE OF SOUTH CAROLINA )  
  )  
COUNTY OF CHARLESTON     )

PROBATE

PERSONALLY appeared before me the undersigned witness, who being duly sworn, deposes and says that (s)he saw the within Henry Herbert, Board Member,\* sign, seal and as his act and deed deliver the within instrument and that (s)he with the other witness, whose name is subscribed above, witnessed the execution thereof.

  
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Sworn to and subscribed before me  
this 25 day of June, 1997.

\*SHAFTESBURY HORIZONTAL PROPERTY REGIME

  
\_\_\_\_\_

NOTARY PUBLIC ~ South Carolina

My Commission Expires: 10/29/2002

STATE OF SOUTH CAROLINA )

PROBATE

COUNTY OF CHARLESTON )

PERSONALLY appeared before me the undersigned witness, who being duly sworn, deposes and says that (s)he saw the within Kimberly Redmond, Board Member,\* sign, seal and as his/her act and deed deliver the within instrument and that (s)he with the other witness, whose name is subscribed above, witnessed the execution thereof.

  
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Sworn to and subscribed before me  
this 25 day of June, 1997.

\*SHAFTESBURY HORIZONTAL PROPERTY REGIME  
a/k/a/ Kimberly A. Redmond

  
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NOTARY PUBLIC ~ South Carolina

My Commission Expires: 10/29/2007

BK

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CHARLIE LYBRAND  
REGISTER  
CHARLESTON COUNTY SC

*me*