

- c) Any Board member with a conflict will not participate in discussions, nor vote on issues in the area of his or her conflict.
- d) Failure to inform the membership and/or the Board of conflict or possible conflict will result in immediate dismissal from the Board; and,
- e) The number of Board members with a conflict of interest is limited to 1/3 of the Board's total membership.

845

2. Article VII, Section 9 (d) - The following new provision is added as item 9 (d).

9(d) - No water beds are allowed in any unit.

3. Article VII, Section 9 (e) - The following new provision is added as item 9 (e).

9(e) - All owners who are residents or occupants who own pets shall secure an identification card from the regime (fee \$5.00) and carry it, plus a device for collecting fecal matter with them whenever walking their pets.

4. Article VII, Section 9 (f) - The following new provision is added as item 9 (f).

9 (f) - In the event of any breach of the above rules, the rules contained in Article VII, Section 12, or those contained in the Master Deed, the regime will have the right after two notices, to fine the villa owner the sum of \$100.00. Failure to obtain acknowledgement of tenants of the regime rules shall result in an immediate \$100.00 fine. Any monies collected as a result of these fines shall go into the Cotton Hope operating fund.

Failure to pay any properly imposed fine shall be an offense which gives the regime the right to place a lien on the property of the offending owner.

5. Article VII, Section 10 - The following provision is hereby added to Article VII, Section 10 after the last sentence of the existing section:

In the interest of safety, toys, tricycles, bicycles are not to be left in the driveways, parking areas or front decks. Bicycles are to be stored in the bicycle racks provided by the regime.

846

6. Article VII, Section 12 - Rules of Conduct -

a. Section 12 (a) is hereby deleted and the following substituted in its place:

12 (a) - All residents shall exercise extreme care to avoid unnecessary noise which could disturb other residents; to include but not limited to the use of musical instruments, radios, televisions, stereos or other amplifiers. Excessive noise is further defined as that which can be heard beyond the perimeter of the villa itself.

b. Section 12, (b)(2) is hereby deleted and the following substituted in its place:

12 (b)(2) - No towels, rugs or garments may be hung from the railing or balconies at any time. Nothing is to be stored on front decks.

c. Section 12, (b)(6) is amended to add the following provisions after the last sentence of the existing section:

12 (b)(6) - No pets or animals are allowed in any rental units. Violators are subject to eviction. All dogs must be kept on a leash or under voice control at all times.

d. Section 12, (d)(1) through (d)(13) - The following new provisions are added as items (d)(1) through (d)(13):

12 (d)(1) - Security: Residents are responsible for their own safety. We do not warrant that our security is capable of deterring or preventing crime. Every resident is encouraged to assist in crime prevention.

12 (d)(2) - No boats, trailers or campers are permitted on the property.

12 (d)(3) - Storage of cars while in disrepair, major repairs or changing of oil are not permitted. No parking of cars not being used.

12 (d)(4) - One covered space per villa for parking. First come, first serve basis below villas.

12 (d)(5) - In the interest of safety, toys, tricycles, bicycles are not to be left in driveways, parking areas or front decks. Bicycles are to be stored in the bicycle racks provided by the regime.

12 (d)(6) Garbage must be placed in the designated trash receptacles.

12 (d)(7) No personal property may be stored in the parking areas or carports.

12 (d)(8) - The maximum speed in the parking areas or carports is 15 mph.

12 (d)(9) - Barbecues: Safety regulations do not permit the use of barbecues on balconies. If you observe someone barbecuing on the decks please call security or the regime office.

12 (d)(10) - Pool Restrictions: Hours 8:00AM to 10:00PM. No animals are permitted in the pool area (Beaufort County Health Department). No glass in the pool area. All children under twelve (12) must be supervised by an adult. No loud or boisterous behavior is permissible in the pool or pool vicinity.

12 (d)(11) - Tennis Court Restrictions: All persons using the courts must wear appropriate tennis shoes. No animals are permitted on the tennis courts.

12(d)(12) - All owners who rent their unit are obliged to obtain an acknowledgement of By-Law notification as follows:

The undersigned has read the above regulations, understands them and acknowledges the receipt of copy. The undersigned further agrees to comply with these regulations if accepted for residence.

Date

Signature

Signature

Owners shall provide a complete copy of the Cotton Hope By-Laws to each tenant(s) prior to occupancy and document said fact by the execution by the tenant of the above form. Said document must be on file with the regime prior to occupancy by tenant.

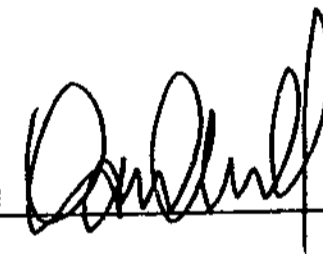
848


12 (d)(13) - In the event of any breach of the above rules contained in Section 12, or any other provision of the Master Deed or By-Laws, the regime will have the right, after two notices, to fine the villa owner the sum of \$100.00. Failure to obtain acknowledgement of the regime rules shall result in an immediate \$100.00 fine. Any monies collected as a result of these fines shall go into the Cotton Hope operating fund.

Failure to pay any properly imposed fine shall be an offense which gives the regime the right to place a lien on the property of the offending owner.

WITNESS our hands and seals this 19th day of October, 1990.

COTTON HOPE HORIZONTAL
REGIME II.

(2) 

BY (1) 

(3) Brenda Niminger

ATTEST (2) 

STATE OF SOUTH CAROLINA)
) PROBATE
COUNTY OF BEAUFORT)

PERSONALLY appeared before me the witness below and made oath that (s)he saw the within named COTTON HOPE HORIZONTAL PROPERTY REGIME II, by its proper officials sign, affix the corporate seal, and as its act and deed, deliver the within written document, and that (s)he with the other witness whose name appears above witnessed the execution thereof.

849

[Handwritten Signature]

SWORN to before me this 19th
day of October, 1990.

[Handwritten Signature] (seal)
Notary Public for South Carolina
My commission expires: 3-23-99

JSP

FILED AT	BEAUFORT COUNTY S.C.	RECORDED IN BOOK
10:14	NOV 20 1990	565
O'CLOCK		PAGE
A		843
<i>[Handwritten Signature]</i> REGISTER OF MESNE CONVEYANCES		