

# Rules & Regulations

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#### WHY RULES & REGULATIONS

#### Why Does My Association Have Rules & Regulations?

Most associations have specific rules & regulations of the "do's and don'ts" of the community. When you purchase in an association, it's important that you educate yourself on what these rules & regulations are because there can be violation fees imposed.

Simply put, rules & regulations are established to maintain the value of your investment. This is the primary reason why individuals chose to live in an association.

Without guidelines of what is or is not allowed, you could be living next to someone whose opinion of what is "acceptable" varies greatly from your own. For example, consider living next to or near someone who likes to collect scrap cars from a junkyard. Every time they add to their collection, they leave it in their front yard, only to neglect those scrap vehicles and allow the grass to grow around them and critters to find a new home. Regardless of how wonderfully you



take care of your home and home site, do you think you will receive fair market value when & if you decide to sell?

#### Associations put rules & regulations together in an effort to maintain property values.

Violation fines are not meant to be income producing. Unfortunately, they do exist to remind those who do not comply with the rules & regulations set up to protect the community's investments. No one likes to receive a violation notice. For this reason, the Association will follow the enforcement procedure outlined in the enforcement section of this document to seek compliance



#### **ENFORCEMENT**

An important consideration prospective property owner makes when selecting a community in which to live and invest in, are the condition, quality and curb appeal of the community they are considering. To standardize the level of maintenance, care and upkeep, the original Community Developer establishes Declarations/Covenant. UPHOA supplement those Declarations with more specific standards of care, behavior and expectation with bylaws, rules and regulations and/or architectural design guidelines. The Board of Directors has the authority and obligation to enforce those Governing Documents under South Carolina Law as well as a fiduciary responsibility to the community. The Board of Directors may determine enforcement action on a case-by-case basis and take other action as it may consider necessary and appropriate to assure compliance with the HOA Governing Documents and to create a safe and harmonious living environment.

#### a. GENERAL

- i. Failure to notify or enforce any of the Rules and Regulations will not be deemed a waiver of any Rules and Regulations.
- ii. All of our Rules and Regulations will be severable, and if one or more are found to be invalid, all others will remain in full force and effect.
- iii. Any non-compliance with the Rules and Regulations by any Owner, renter or guest will be the responsibility of the Owner.
- iv. Failure by the Association to enforce any provision of these Policies and Procedures will not be considered a waiver of the right to do so afterward.

#### b. COMPLAINT

- i. A complaint may be initiated by a Homeowner or a member of the Board, The Architectural Review Board or Community Covenant Taskforce.
- ii. Any complaints shall be in writing and submitted to the Board of Directors. The complaining Owner or resident shall have observed the alleged violation and shall identify the complainant ("Complainant"), the alleged violator ("Violator"), if known, and set forth a statement describing the alleged violation, referencing the specific provisions which are alleged to have been violated, when the violation was observed and any other pertinent information.
- iii. All complaints must be dated and signed by the initiator. Non-written complaints or written complaints failing to include any information required by this provision may not be investigated or prosecuted at the discretion of the Board.

#### c. INVESTIGATION

- i. Upon receipt of a complaint by the Association, if additional information is needed, the complaint may be returned to the Complainant or may be investigated further by a Board designated individual or committee, community covenant taskforce, Board members through a visual inspection in order to determine if the covenants have been violated.
- ii. The Board shall have sole discretion in appointing an individual or committee to investigate the matter. If the violation is substantiated, the affected Homeowner will be notified by a First Written or Friendly Reminder Notice letter.



#### d. FIRST WRITTEN OR FRIENDLY REMINDER NOTICE

- i. The first written notice letter shall be sent to the violator through e-mail or/and to their US mailing address appearing on the HOA records explaining the nature of the violation. The notice will have:
  - 1. The details of the complaint including the covenant violation.
  - 2. The specific action that must be taken with ten (10) days.
  - 3. The homeowner's right to call with any questions.

#### Serious/Immediate Risk Violations That Constitute a Present Danger

When a violation concerns a serious or immediate situation or present danger to the health, safety and welfare of person or property or community, the Board will seek to obtain a prompt action by the alleged violator to correct and avoid any recurrence. The Board in its sole discretion may impose any appropriate sanction as necessary to abate the threat to health, safety or welfare of the person, property or community without prior compliance.

#### e. FOLLOW UP

- i. After the ten (10) days has lapsed for resolving the complaint, a Board designated individual, community covenant taskforce or a Board member will complete a visual inspection to verify if the Homeowner has complied and taken the appropriate action to resolve the complaint.
- ii. If the Homeowner has, the matter will be closed.
- iii. Should the Homeowner not be in compliance or have not contacted the Association to request additional time, a Second written notice letter will take effect.

#### f. SECOND WRITTEN NOTICE AFTER CONTINUED VIOLATION

- i. If the alleged violator does not come into compliance with the ten (10) days of the first written letter or the additional time given, this will be considered a second violation for which a fine may be imposed.
- ii. A second letter shall then be sent to the alleged Violator informing them about:
  - 1. The First Written or Friendly Reminder Notice and the details of the complaint
  - 2. The complaint status still unresolved, a fine to be imposed pursuant to this procedure and if it remains unresolved will constitute to a 3<sup>rd</sup> offense fine per the fine schedule.
  - 3. The Homeowner's right to be heard, either orally or in writing, by the Board either at the next meeting of the Board or a separate meeting, the date, time and location mutually agreed to.
  - 4. Any action that may be taken
  - 5. Failure to respond to the complaint will result in the Board proceeding at its discretion to assess a fine that doubles in amount.

**Irreversible Violation.** When a violation has occurred, which cannot be mended, the Board will seek to notify the owner of a hearing that may determine the amount of a possible fine, or other action, for the violation. Examples include unapproved additions, landscaping, Storage shed, et cetera. The Board will seek to contact the owner or other violator to schedule a hearing as soon as possible.



**Repeat Violations.** If a violation recurs after a fine or other actions have been imposed, no warning notice will be made and such violation may trigger a fine doubling in amount or a notice of hearing before the Board of Directors. Such hearings may be scheduled as soon as possible. At such hearing, an escalating fine schedule or other action may be imposed, the general guideline to be at least a doubling of the prior penalty.

#### g. NOTICE OF HEARING

- i. If a hearing is requested by the alleged Violator, the Board, committee or other person conducting such hearings as may be determined in the sole discretion of the Board, may serve a written notice of the hearing to all parties involved at least 14 days prior to the hearing date.
- ii. The notice of hearing is sent by certified mail, return receipt requested at the members expense. All related costs as stated in section 11 below are charged to the member's homeowner's assessment account.

#### h. HEARING

If a hearing is requested, each hearing will be held at a scheduled time, place and date which is at least 15 days after the date of the notice. The board may grant postponement(s) for good cause. The Board may exercise its discretion as to the specific manner in which a hearing will be conducted; question witnesses and review evidence and take action it considers appropriate to permit the Board to reach a just decision.

Neither the Homeowner nor the Complainant is required to be in attendance at the hearing. Action taken by the Board shall be fair and reasonable taking into consideration all of the relevant facts and circumstances. Each Hearing will be open to attendance by all Members of the Association. If the Homeowner fails to respond to the scheduled hearing, the Board may determine this failure to respond or appear constitutes a no-contest pleas to the complaint, and enforce the provisions of the Governing Documents. If an alleged Violator fails to request a hearing, the owner is deemed to have waived their right to a hearing, and the Board may proceed to impose sanction for the Violator's infringement.

#### i. DECISION

- i. If the Homeowner appears at the hearing, after all testimony and other evidence has been presented to the Board, the Board shall deliberate and render its decision(s) taking into consideration all of the relevant facts and circumstances.
- ii. The Board's decision will be effective ten (10) days after the hearing.

#### j. ENFORCEMENT

i. The provisions of these Procedure will not limit or be a condition precedent to the Association's or Its Board of Directors right to enforce the Governing Document by any means available including, but not limited to contacting law enforcement authorities, any regulatory or licensing authorities or other third parties, initiation of a lawsuit to force compliance, injunctive relief or damages regarding the alleged violation.



- ii. Without limiting the Association's remedies under the Governing Documents, the Association may assess fines and suspend membership privileges in accordance with our HOA Policy, Procedures, and Governing Documents.
- iii. If the violation involves damage to the Associations property, the violator will pay the costs of repair or replacement. The Board may revoke or suspend the violator's privileges for a period of time as appropriate and consistent with the offense.

#### k. RECOVERY OF EXPENSES AND ATTORNEY FEES

i. The Association is entitled to assess and recover it expenses, including reimbursement of all expenses as well as attorney fees and cost incurred by the Association or It's Board of Directors in connection with any enforcement action, including any proceeding under these Resolution and Procedures.

#### **COMPLIANCE**

In order to seek compliance with these rules and regulations, the Board of Directors of University Park Homeowner Association has adopted a fine schedule which may be assessed after a friendly reminder or a notice of violation or parking/speeding warning citation has been presented to the offender/resident/owner.

#### **APPEALS**

The right to appeal any violation is available for any warning, citation or fines. To appeal, please write to the community manager within 10 days of the date on the notice of violation, warning or citation with a reason for the appeal, name, contact information and a signature. Once the appeal has been received, a hearing before the Board of Directors in an executive session or quarterly BOD meeting may be scheduled and the alleged violator will be notified in writing of the date, time and place to appear for the hearing. Failure to attend shall in no way limit or prevent the Board of Directors from taking actions it deems necessary and appropriate.

#### **FINES**

- a) Violations of these rules and regulations will result in monetary fines. All fines issued to guest or/and tenant of a resident/homeowner are placed on the homeowners account, as they are responsible for their guests or/and tenant while in the community. Ultimate responsibility, as provided by the covenants of UPHOA, rests with the owner.
- b) Commercial fines are the responsibility of the Driver and the Company he represents. After 10 days all fines that are not paid in full will result in denying access to the Driver and his Company until they are paid.
- c) Fines are subject to change at the discretion of the board.
- d) All fines are subject to the UPHOA Collection Policy. The monetary fines are to be payable to the UPHOA within ten (10) days of issuance of the citation/violation and may be collected by the persons authorized to enforce under the section called "Enforcement" in the rules and regulation.
- e) The UPHOA Board of Directors may suspend the resident's right to use all common properties and/or University Park amenities after any violations have not been rectified.



### **VEHICLE FINE SCHEDULE**

**Speeding (Per South Carolina Minimum & Maximum Speeding Fines)** 

	<u> </u>
10 MPH or Less over Posted Speed Limit	\$56-\$76
11-15 MPH over Posted Speed Limit	\$76-\$128
15-24 MPH over Posted Speed Limit	\$128-\$180
25 MPH or more over Posted Speed Limit	\$180 -\$440, resident may lose amenities center privileges

Parking in Front of Fire Hydrant

	<u> </u>
1st Offense	\$50
2nd Offense	\$75, vehicle will be towed immediately at owner expense
3rd Offense	\$100, vehicle will be towed immediately at owner expense and resident may lose amenities center privileges.

Failure to Stop at a Stop Sign

1st Offense	\$150, resident may lose amenities center privileges
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Driving the wrong way on a one way street, alleyway or on a roundabout

1st Offense	\$50
2nd Offense	\$100
3rd Offense	\$150, resident may lose amenities center privileges

Parking on the Road Overnight (12am to 5 am)

	8 7
1st Offense	Warning
2nd Offense	\$50
3rd Offense	\$100, vehicle must be moved in 24 hours or will be towed at owner expense

**Illegal Parking:** Parking the wrong way, parking in an undesignated parking spot, parking too close to a stop sign, parking on the grass anywhere in University Park, Blocking a driveway, Double Parking

1st Offense	Warning
2nd Offense	\$50
3rd Offense	\$100, vehicle must be moved in 24 hours or will be towed at owner expense



# Use of Boats, Motor Homes, Trailers, Recreational Vehicles (Golf carts, 4-wheelers, unlicensed mini-bikes)/Unlicensed Vehicles

Covenant Section 6.4.8.1, 6.4.8.3

1st Offense	Warning, 5-10 days to correct violation.
2nd Offense	\$50, 24 hours to correct violation.
3rd Offense	\$100, Vehicle will be towed at owner expense.

# Operating a Motorized Vehicle on Restricted Areas

Covenant Section 6.4.9

1st Offense	Warning
2nd Offense	\$50
3rd Offense	\$100, Vehicle will be towed at owner expense

#### **Unlicensed Driver**

1st Offense	\$50 Contact Parent, Vehicle left on side of road. 24 hours given for parent to remove vehicle or vehicle will be towed at owner expense
2nd Offense	\$100, vehicle towed at owner/parent expense
3rd Offense	\$150, vehicle will be towed immediately at owner/parent expense and resident may lose amenities center privileges

#### NOTE:

The association reserves the right at any time to tow at owner expense any vehicle that is disabled, has no insurance or has expired/missing plates.



### **COVENANT FINE SCHEDULE**

**Unsightly Property** - Yard needs mowed, Debris clean up, Leaf pick up, Mulching, Weeding of Flower Beds, Garbage or Litter on property and not in proper waste cans concealed from sight or Garbage Cans left out for more than 24 hours after pick up day, Excessive toys in yard, Baby carriage/stroller on front porch overnight. Covenants Sections 6.4.13 & 6.4.18

1st Offense	Warning Letter, 10 days to correct violation
2nd Offense	\$50, 48 hours to correct violation
3rd Offense	\$100

**House in Unkempt Condition** – Trim/Shutters needs painting, Driveway needs paved, Gutters need repaired/cleaned, Failure to Power Washing, Mildew on Siding.

Covenants Sections 5.2

1st Offense	Warning Letter, 10 Days to Comply unless office is notified and repairs have
	been scheduled
2nd Offense	\$50, 10 Days to Comply
3rd Offense	\$100, 5 Days to Comply

**Unapproved ARB Violation** – Fence, Play equipment (Basketball hoops, trampolines not kept within a fenced yard), unapproved pool, Paint colors, window air conditioning units, unapproved fences and storage sheds. Covenants Sections 6.4.21-22, 6.4.24-25, 6.4.27-29.

1st Offense	Letter Request to submit ARB application with \$50 check or money order
2nd Offense	\$150
3rd Offense	\$200, the board reserves the right to request that the unapproved structure
Si u Offense	or change be removed and/or reversed at the homeowner expense

#### **Mailbox Maintenance**

Covenant Section 6.4.26

1st Offense	Warning Letter, 10 Days to Comply
2nd Offense	\$ 50, 5 Days to comply and letter will state that repairs will be done by maintenance & billed to homeowner
3rd Offense	\$100, Mailbox repaired by maintenance and homeowner billed

# **Violation of the single family residential usage of lots** – Unapproved subdivision of a lot/home site or an unapproved home business - Covenant Section 6.3

1st Offense	Letter Request to submit ARB application with \$50 check or money order
2nd Offense	If the request is denied, the homeowner has 10 days to comply or a \$150
	fine will be applied
3rd Offense	\$200, the board reserves the right to continue to fine the homeowner on a weekly basis until the violation is rectified



# **COMMON COURTESY FINE SCHEDULE**

**Maintenance of Animals** – Leash law, Proper animal waste disposal, unpermitted animals

on property or in common areas. Covenant section 6.4.12

1st Offense	Warning Letter
2nd Offense	\$50
3rd Offense	\$100
4th Offense	\$200

### **Quiet Enjoyment (Nuisance)**

Covenant section 6.4.13

1st Offense	Warning Letter, Security notified	
2 <sup>nd</sup> Offense	\$50	
3 <sup>rd</sup> Offense	\$100	

**Smoking or Alcohol Consumption in Common Areas** 

1st Offense	Warning Issued, Security notified
Subsequent Offenses	\$50 per occurrence

### **Unruly Conduct**

1 <sup>st</sup> Offense \$2	250 per occurrence, Local Authorities and Security will be notified
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### **Fireworks Discharge**

1st Offense	\$250 per occurrence & up to \$500 county ticket.
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### **Firearms Discharge**

Covenant section 6.4.20

1st Offense \$250 per	occurrence, Local Authorities & Security will be notified
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#### NOTE:

All other violations not listed or specified above will result in reasonable fines up to \$100.00 per week until corrected.

Homeowners are responsible for damage caused to the common area. It is the homeowner's responsibility to inform their tenants of the rules and regulations. The homeowner is responsible for any common area damaged caused by the tenants.



# **APPEAL FORM**

Date	
Citation #/ Violation Ref No.	

To appeal due process fines/violations/citation, please complete the content of this form and supply a copy of the violation along with a brief letter describing why you feel your violation should be appealed within ten (10) days of the date of the notice. Violations cannot be appealed after ten (10) days.

Name			
Address	_		
Address in University Park			
Phone			
Email			
To Chief of Security, Communi	ty Manager and Board	of Directors:	
-			



#### **USE OF HOME**

The Residential Properties shall be used only for residential, recreational, and related purposes. Business use of a home will have the following restrictions:

- a) Business activity cannot be detectable by sight, sound or smell from the outside of the home.
- b) Business activity must conform to all residential zoning requirements. (Running a restaurant, retail store would be examples of unacceptable residential zoning businesses.)
- c) The business activity does not involve door-to-door solicitation of residents of the Residential Properties.



- d) The business activity does not, in the Board's judgment, generate a level of vehicular or pedestrian traffic or several vehicles being parked in the Residential Properties which is noticeably greater than that which is typical of Units in which no business activity is being conducted.
- e) The business activity is consistent with the residential character of the Residential Properties and does not constitute a nuisance, a hazardous or offensive use, or a threat to the security or safety of others, as the Board determines in its sole discretion.





#### RESTRICTIONS OF USE

Home sites may be used for single-family residential purposes only.

#### **RE-SUBDIVISION OF A PROPERTY**

Once a Lot or home site has been conveyed by Declarant to an Owner, the Lot or home site shall not be split, divided, subdivided, or combined nor shall its boundary lines be altered, without the prior written approval of the Board of such split, division, subdivision, combination or boundary line alteration.

#### **GENERAL ACTIVITIES**

The following general activities will not be allowed:

- a) Violating the mandates of any posted sign within University Park and on the road leading to University Park is prohibited and could result in fines.
- b) Decorative Flags are allowed on homes within the community however it is anticipated that flags hung will be in good taste and in keeping with the ambiance of the community. Complaints registered by other owners will be reviewed by board and removal of flag may be required based on the board's decision. Decorative Flags must be kept in like new condition. Faded, torn or damaged flags must be removed or replaced.





- c) Window treatments must be a neutral color and in good condition. No sheets, cardboard or other material not meant to be used for such purposes allowed.
- d) Holiday decorations are permitted and may be displayed 30 days prior to the holiday and must be removed within 2 weeks following the Holiday.
- e) Christmas trees are to be removed from the community no later than Jan 15<sup>the</sup> of each year and must be disposed of properly outside of the community. If disposed of within the community, fines will be issued.
- f) Grills and other cooking equipment are only permitted on rear of homes. They are not permitted within the confines of a porch.



g) Bonfires are not permitted within University Park. Fire Bowls and chimneys are permitted. Use of other devices must be submitted to ARB.





- h) Malicious damage, vandalism or destruction to UPHOA property is prohibited. Fine assessment is in addition to the cost of repairing the damage.
- i) UPHOA equipment and property is not available for loan or rent to any individual.
- j) Activities which emit foul or obnoxious odors outside the Unit or create noise or other conditions which tend to disturb the peace or threaten the safety of the occupants of other Units.
- k) Activities which violate local, state, or federal laws or regulations.
- l) Hobbies or other activities which tend to cause an unclean, unhealthy, or untidy condition outside of enclosed structures on the Unit.
- m) Noxious or offensive activities which in the Board's judgment tend to cause embarrassment, discomfort, annoyance, or nuisance to others.



- n) Outside burning of trash, leaves, debris, or other materials, except during the normal course of constructing a dwelling on a Unit.
- o) The construction, erection, placement, or modification of anything, permanently or temporarily, on the outside portions of the Unit must receive prior approval. This shall



include, without limitation, signs, basketball hoops, swing sets, and similar sports and play equipment; garbage cans: woodpiles: and hedges, walls, animal pens, or fences of any kind. No cloth lines are allowed on the property.

- p) Use or discharge of any radio, loudspeaker, horn, whistle, bell, or other sound device to be an unreasonable annoyance to others, as determined in the Board's discretion, except alarm devices used exclusively for security purposes.
- q) Use and discharge of firecrackers and other fireworks is prohibited in University Park as well as within Beaufort County. (Beaufort County Code 1982, § 5-34; Ord. No. 99-29, 10-25-1999)).

#### **SAFETY ISSUES**

- a) Speeding, DUI and Reckless or Careless Driving
  - i. The speed limit within University Park is 20 MPH, unless otherwise posted. The speed limit on the road into University Park and owned by UPHOA is 25 MPH.
  - ii. Violating the mandates of any posted sign within University Park and on road leading to University Park is prohibited and could result in fines.
- iii. Driving in a careless or reckless manner, or while under the influence of alcohol or illegal drugs, is punishable by SC State Law. Additional UPHOA Fines may be incurred.
- iv. **Speeding Violations** –A community/HOA ticket or SC State ticket may be issued at the discretion of the security officer. Community tickets should be paid to UPHOA via Property Management Company.
- b) The discharge of a firearm or use of any other dangerous weapon(s), including BB guns and pellet guns, is prohibited. (6.4.20 UPHOA Covenants)

### **OVERALL ENJOYMENT**

- a) Littering is prohibited within University Park and on roads into University Park. State Fines will be applied. UPHOA fines will also be applied.
- b) Garbage Disposal
  - i. All garbage cans, woodpiles, hot tubs, spas and related equipment, and other similar items shall be located or screened to be concealed from view of neighboring streets and property. (6.4.18 UPHOA Covenants.)





#### White Vinyl Lattice

White Vinyl 6 Ft. Privacy Fence

(Must be tall enough to conceal Trash Receptacles)

(Must be enclosed at one end at a minimum.)

- ii. All rubbish, trash, and garbage shall be regularly removed and shall not be allowed to accumulate. (6.4.18 UPHOA Covenants)
- iii. Garbage cans are only allowed to be visible for trash pick-up day. If left sitting out longer then fines may apply.
- iv. Because of the presence of raccoons, rodents and wind, trash must be stored in covered receptacles. No accumulation of trash or debris of any type shall be permitted, under penalty offine.

#### c) Noise Disturbance/Nuisance

- i. Excessive noise that can be heard beyond the perimeter of your property must cease by 11:00 p.m.
- ii. Sound volume on TV's, radios, audio equipment and musical instruments should be kept at a minimum.
- iii. If security receives and responds to a noise disturbance call or similar incident, a written citation may be issued to the offending party. Security reserves the right to issue a formal call to the Beaufort County Sheriff's Department, usually resulting in the issuance of a formal citation.
- iv. Vehicles that make excessive noise may come under review for fines.
- v. Activity that is boisterous, noxious, unnecessarily offensive, dangerous, unsafe, unnecessarily noisy, disorderly, unruly, or obscene is prohibited.
- vi. No solicitations, business, trade, occupation or professional activities may be conducted on any property in University Park, this to include homes, townhomes and common areas.

#### d) General Amenities Center Rules and Regulations

- i. Residents are required to keep their security cards on their person while using the amenities center, pool and playground.
- ii. Unauthorized use of key cards by persons not on the approved list or by persons under the age of 16 will result in a \$200 fine and possible suspension of use from the amenities center.



- iii. All persons under the age of 16 must be accompanied by an adult in the playground, pool and within amenities center areas.
- iv. The pool and playground are only open from dawn until dusk.
- v. Property owners/renters can bring no more than 4 guests with them to the pool.
- vi. No unsupervised children in the amenities center, playground or pool are allowed. If identified to be alone, they will be asked to leave.
- vii. Playground is for use of children 10 years of age and under.
- viii. No loitering in area around amenities center.
- ix. Foul language or abusive behavior will not be tolerated in the amenity center area.

Guests of more than 8 people that wish to use the amenities center must contact the UPHOA Property Management Company as referenced in Section 2.a.ii and provide a \$50.00 refundable clean up deposit. If a large party found not to have a reservation by pool monitor and are found to disturb peace and horse playing around the pool, guests might be asked to leave.

e) University Park Common Areas are a smoke and alcohol-free zones. Absolutely no smoking (to include tobacco, cigarettes, e-cigarettes and vaping equipment) or drinking of any alcoholic beverages are allowed on any common areas of University Park, to include playground and pool.

### STORM WATER / DRAINAGE

The following will not be allowed in relation to storm water & drainage:

- a) Dumping of grass clippings, leaves or other debris, petroleum products, fertilizers, or other potentially hazardous or toxic substances in any drainage ditch, stream, pond, or lake or elsewhere within the community.
- b) Obstruction or rechanneling drainage flows after location and installation of drainage swales, storm sewers, or storm drains.



# PARKING/VEHICLE REGULATIONS

**References**: CC&R's, Section 6.4.8.1, 6.4.8.3, 6.4.8.4 & 6.4.9

The following Association Policy is in addition to the above referenced sections of the existing CC&Rs regarding use of and parking of vehicles in University Park, Bluffton, South Carolina, 29909, which remain in effect.

#### 1. Resident Parking:

- A. Any person residing within the University Park community, whether an Owner, tenant of an Owner, is considered a "Resident." All resident vehicles must be registered with vehicle information and proof of residency (i.e. utility bill or a driver's license or/and signed lease agreement) and have the designated (owner/renter) decals on their vehicles displayed at all times even if they are parked in an enclosed garage, private driveway or parking pad.
- B. Residents must park all vehicles within their enclosed garage or driveways/parking pads of each Lot or Townhome overnight. No overnight street parking is allowed. There shall be no street parking (including blocking the sidewalks) on the premises of University Park with the following exceptions:
  - i. Upon prior written board approval, residents may park in a designated overflow parking lot overnight while work is being done to their lot necessitating tools, equipment, etc. being stored in the garage for time period not exceeding 10 days.
  - ii. For loading/unloading purpose only.
- C. Double parking in South Carolina is illegal, as well as discourteous and dangerous. You also have to make sure that you are always within 18 inches of the curb when parking. If you park too far out, it is illegal, and it puts your vehicle too close to the traffic, which could cause an accident.
- D. Per South Carolina laws, "You are not allowed to park on sidewalks, in an intersection, or on pedestrian crosswalks. You must be at least 15 feet away from a fire hydrant when parked, and at least 20 feet away from crosswalks at an intersection. You must park at least 30 feet away from stop signs, flashing beacons, or signal lights at the side of the road. It is illegal to park in front of a driveway "or near enough to hinder the driveway use by others." (SC Code of Laws, SECTION 56-5-2530)

#### 2. General Parking Rules:

- **A.** The street is a fire lane and must be kept clear for emergency vehicles. Oversized vehicles that extend beyond a driveway/parking pad or guest parking space and overhang into the street or alleyway are not permitted.
- B. Any violation of the CC&Rs sections on vehicle parking or this policy will be subject to fines per the fine schedule and the vehicle may be towed at the expense of the owner. The HOA will not assume responsibility for the cost of towing a vehicle in violation.
- C. Overnight parking is defined as parking from 12 am to 5 am.
- D. Construction, service and delivery vehicles shall be exempt from this provision during daylight hours for such period as is reasonably necessary to provide service or to make a delivery.
- E. Parking other vehicles not listed above on streets where not allowed by law and community signage; parking on landscaped areas either on an individual lot or on Common Areas is prohibited.





- F. No garbage, construction or debris shall be visible in vehicles within University Park.
- G. Operation of motorized vehicles on pathways or trails the Association maintains is not allowed. Violators will be fined.
- H. Motorized scooters, mopeds, ATV's, motorized utility carts, golf carts, Four-Wheeler, pocket bikes and the like are prohibited.
- I. Parking commercial vehicles or equipment, mobile homes, recreational vehicles, boats and other watercraft, trailers, and unregistered or inoperable vehicles is NOT permitted. Vehicles which are inoperable for a period of five (5) days or more may not be stored upon any portion of University Park. Such vehicles identified above must be removed by the owner. UPHOA shall have the right to remove any such vehicle if not removed by the owner within ten (10) days of notice, and the costs of such removal shall be an assessment against such owner. (6.4.8.3 UPHOA Covenants). After 5 days the owner will be subject to a \$50.00 fine per day

#### 3. Guest Parking:

- A. All overnight guests may park in the residence garage, driveway/parking pad behind residence or in a designated overflow parking lot until the guest pass is expired.
- B. Residents may request a parking pass for overnight guests in advance via the Management Company or Security. Only 1 guest pass at a time per residence will be allowed. No more than 2 consecutive passes of the maximum allowable time (14 days x 2 or 28 days cumulative of 2 back to back passes) will be allowed to any single resident (ABSOLUTELY NO EXCEPTIONS).
- C. Any Guest who resides within the University Park community for longer than thirty (30) consecutive days will be considered a Resident and must register and obtain a decal to park their vehicle in University Park according to paragraph 1, above.

#### 4. Enforcement of Parking Provisions:

- A. Vehicles parked in violation of the CC&R's or these Association Rules for parking will be ticketed with a warning notice.
- B. Parking violations must be corrected within 24 hours of warning notice.
- C. If a parking violation is not corrected within 24 hours after the warning notice, a fine of \$50 or \$100 will be issued per occurrence depending on the violation and a letter sent to the homeowner. The fine will continue to be applied each day/night the vehicle is parked in non-compliance or a violation is in existence by the resident. In the case of a non-owner resident, the resident will also be notified of the fine assessed.
- D. Such fines will appear on the owner's next month's account statement for HOA fees. Non-Payment of fines may result in late fees, interest and a referral to a collection agency, or legal action.



- E. The Board of Directors reserves the right to tow any vehicle in violation after 3 tickets have been issued, at the expense of the owner of the vehicle.
- F. Special Events/Needs Parking Requests can be applied for by contacting UPHOA's Property Management Company referenced in Section 1(B)(i) & 3(B).

#### 5. Communication with the Board Regarding Parking Policy:

- A. Communication to the Board of Directors regarding any provision of these Association Rules, such as requesting parking exceptions, etc. is to be made to the Management Company by written notice. Special circumstances will be reviewed by the Board of Directors on a case by case basis. Please allow for up to 5 business days for a decision to be granted.
- B. Approval or denial of a parking exception by the Board of Directors is final.
  - i. If additional clarification is needed, please contact the Management Company.

# UNIVERSITY PARK PARKING RULES – FREQUENTLY ASKED QUESTIONS

#### I had a guest spend the night unexpectedly. Will their car be ticketed?

Yes, unless they have a valid guest pass displayed in the windshield. However, if you have more than 1 car spending the night or staying after midnight, you will have to request a parking exception from the board in advance. (Please see 5. A.)

# What do I do if have a friend/relative that will be staying with me for an extended amount of time?

Contact the Management Company to have the Board of Directors review your request for a guest parking exception. Please allow the board the allotted time frame of 5 business days to review your situation.

# I have several guests that want to spend the night on a regular basis. Can I get more than 1 guest parking pass simultaneously?

No. Only 1 guest permit is allowed per address at a time. However, we do understand that certain circumstances may arise when more than one guest parking pass is needed. Again please submit all special guest parking requests to the Management Company (Please see 5. A.)

# I'm planning a party or social gathering with many guests who will have many cars. Do I need to get a parking passes for ALL my guests?

As long as guests are not parking overnight and there are available guest parking spaces within the community, you don't need permits. Please be considerate to your neighbors when advising your guest where they should and shouldn't park.

# My house parties often last well past midnight, will my guests be in violation of the rules if they leave at 2am?

Yes, this is a violation. Any guest parked, for any length of time, between 12am and 5am is in violation unless they have a valid guest parking pass posted in the windshield. Remind guests to leave quietly as excessive noise after 10pm is a violation of county code.



#### My vehicle doesn't fit in the garage, driveway or on my parking pad. Can I park on the street?

No. Homeowners must be sure all vehicles fit within their garage with the door closed. Or they must park their vehicles in their driveway or on their parking pad. If you are having difficulty obtaining off street parking options for your vehicle(s) please contact the ARB (Architectural Review Board) to help provide options for creating more parking space on your property.

#### My garage door is broken. What should I do until it can be repaired?

Most doors can be operated manually if it is just the electric opener. You may also park in the driveway of your garage until your garage door is fixed in a timely manner. If that isn't possible, contact the Management Company to have the Board of Directors review your case and provide you with temporary options.

# I am having my kitchen remodeled and the workman will be using my garage for several weeks for their saws and materials. Can I park on the street for this time period?

No. If it is not possible to park in your driveway during this time period, you may park in the overflow parking for a period of no longer than 10 days unless you receive special approval of the board via the Management Company.

# Is it a problem if I am part of a carpool and we want to park a car here just during the day, weekdays?

If it is parked in your garage, driveway or parking pad and it is not between the overnight hours of 12am-5am then it is not a problem. No guest pass is allowed for this situation.

# If I have a serious illness and I have a nurse/relative coming over daily to help me for a while, is this a problem?

No, this circumstance would be the same as the above for carpool parking. Please contact the Mgt company to inform them of your situation if your caregiver will need to park overnight between the hours of 12am-5am.

# I am going to be working from home now and I have clients that need to see me throughout the week during the day. Do I need to give them a parking pass?

This is a violation of CC & R's. No home business can be conducted here that requires clients or employees entering and parking within University Park. Guest parking is for resident guests only.

#### **Common sense:**

We all like having guests. As the host, please be sure your guest's vehicles fit within the approved parking spaces (garage, driveway, parking pads, overflow parking lot during overnight stays) and check that they are not parking on the street (during the overnight hours), on lawns, or on top of cement curbs. Damage to lawns, sprinklers and pavement from vehicles will be the homeowner's responsibility in paying for the repair.



# UNIVERSITY PARK OWNER AGREEMENT

By accepting this parking decal or/and guest pass, I hereby agree to, and abide by, the University Park HOA Parking Policy as outlined in this document and the CC&R's. I also agree to ensure that my renters, family and friends abide by these rules.

Owner signature:	Date
Print Name:	
Address:	
ridui ess.	
Renter/resident signature if Obt	aining the parking decal or/and guest pass:
	D
	Date
Witnessed by:	Date

University Park or Homeowner Copy



### **HOUSEHOLD ANIMALS**

Household animals will have the following restrictions:

a) There shall be no raising, breeding, or keeping animals, livestock, or poultry of any kind.





- b) A reasonable number of dogs, cats, or other usual and common household pets may be kept in a Unit.
- c) Dogs shall be kept on a leash or in a fenced area within the boundaries of the owner's property. Roaming pets will not be tolerated. Electronic leashes are not acceptable.
- d) No pets may be left unattended outside of a residence after 8 pm nor prior to 7 am. (6.4.12 UPHOA Covenants)
- e) An animal that has injured some person or another animal will be deemed dangerous based on its behavior and by law must be reported to Beaufort Animal Control. The animal may be permanently removed from the **University Park and the owner will incur a fine of \$500.**
- f) No person owning or having custody of any dog, or other animal, shall permit same to unreasonably bark and/or to otherwise disturb the peace. (Beaufort County Ord. No. 77-16 para 3; Ord. No. 83-6,3-28-83)
- g) Any structure needed for purposes of housing an animal must have ARC approval.
- h) All pets shall be registered, licensed, and inoculated as required by law.
- i) The keeping of pets within the Residential Properties is subject to applicable Beaufort County ordinances.
- i) No animal shall be allowed to become a nuisance or be raised for commercial purposes.
- k) Always pick up after your pet. There are doggie stations located throughout the community.



### **HOME APPEARANCE / MAINTENANCE**

The following must be adhered to regarding your home appearance and maintenance:

a) Bikes, strollers and toys must be on the backside of the house after sunset but may be left on front porches in as inconspicuous a manner as possible.





- b) Porches must maintain a neat, uncluttered appearance. Boxes, furniture or other items not consistent with the porch or patio furniture may not be stored on frontporches.
- c) All playground equipment must be located behind the home and fenced in.



#### STRUCTURE APPEARANCE

a) There is to be no build-up of mold and mildew, etc., viewable on the exterior of homes and townhomes within University Park. It is required that all homes and townhomes be pressure washed yearly or as often as needed to prevent mold and exterior discoloration.

#### YARD APPEARANCE / MAINTENANCE

a) All landscaping beds around homes and townhomes within University Park should be properly maintained by owner. If not maintained, then fines will apply. No use of rocks for mulch replacement or mulch for grass replacement shall be used.



- b) Individual lawns of homes and townhomes within University Park shall be properly maintained. If not maintained, then fines will apply.
- c) Shrubs in locations other than around the immediate perimeter of the house cannot exceed 60 inches in height. Shrubbery located around the house foundation cannot exceed 42 inches from ground level of the house. Shrubbery width must not exceed shrubbery height at any time. Each Individual shrub must be properly pruned to not exceed the height maximum at any time between maintenance pruning's. Any plant material, as identified above, that exceeds 60 inches, or 42 inches is a tree and must be pruned with a trunk and canopy with the canopy a minimum of 6 feet above ground level. Due to the growth pattern of Cedars, Hollys and Magnolias these trees can be left full to the ground. In this event the tree width at the ground level cannot exceed 2 times the width at the mid-point of the tree.

**NOTE**: The Association is responsible for the lawn maintenance to the front and side yards of the units, unless privacy fences are installed.

#### **EROSION CONTROL**

No activity which may create erosion or siltation problems shall be undertaken on any home site or lot without the prior written approval of the ARC.

#### **TEMPORARY BUILDINGS**

No temporary building, trailer, garage or building under construction shall be used, temporarily Or permanently, as a residence on any home site except as may be approved in writing by the Declarant or, if established, by the ARC.

#### RENTALS

- a) Registration for ALL Renters is required to be given to UPHOA Property Management Company within 10 days of lease signing.
- b) A renter will be required to read all UPHOA governing documents and sign the form (provided by Management Company) and return to UPHOA Property Management Company. The renter will be responsible for communicating the rules as defined in UPHOA governing documents to all persons living in the household, guests and/or visitors of University Park. You may gain access to these documents via UPHOA's website.
- c) An owner has a right to enter into a Rental Agreement after having lived at the property for two years. All rental agreements should be in writing. The owners shall be responsible for their renter's actions and liable for any fines imposed.
- d) Lots and townhomes may only be rented as a single family occupied unit. (6.3 UPHOA Covenants).
- e) Lots and townhomes may only be leased for long term residential purposes only, which mean all leases must be for a period not less than twelve (12) months. No short term leasing is allowed. (6.4.10 UPHOA Covenants)
- f) The renter(s) will be subject to the same governing rules as owners.
- g) If Security personnel, UPHOA Board of Directors and/or UPHOA Management Company Representatives are processing fines on rental property then the owner will be notified. A written warning will be issued to the owner and the fine(s) will be applied to the owners account. Ultimately the owner will be held responsible for the damages and fines.
- h) It is also required for Rental Companies to employ appropriate screening processes (**credit and background checks**) for applicants wanting to live within University Park.