

MALIND BLUFF
HOMEOWNERS' ASSOCIATION
RULES AND REGULATIONS

Revised 08/01/2023

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INTRODUCTION

The "Rules and Regulations" of **MALIND BLUFF ASSOCIATION** ("Association") are established by the Board of Directors of the Association under the authority described in the governing documents. These "Rules and Regulations" may be expanded, amended or repealed by the Board of Directors of the Association, at its discretion. If there is any conflict between these "Rules and Regulations" and governing documents, the governing documents will control.

The governing documents also establish the right of the Association to charge reasonable fees, authorize the use of portions of the Common Area by third parties for purposes designed to benefit the community and to impose sanctions for violations of governing documents, "Rules and Regulations," Architectural Guidelines, and other policies.

Owners and tenants have the right to enjoy and use the Association property. Guests are welcome and accommodated when their participation does not infringe on the right of enjoyment of the Owners and tenants. The Association shall apply and enforce these rules and regulations with members and residents equally.

A. ASSUMPTION OF RISK

All use of Association facilities and all participation in Association programs are purely voluntary. Correspondingly, the recreational nature of all activities and programs may involve some personal or physical risk on the part of the participant. Program participation by an Owner, tenant, or guest is, therefore, interpreted as tacit acknowledgement and acceptance of the inherent risks.

B. CODE OF CONDUCT

The following outlines the Code of Conduct that shall be adhered to within Common Areas properties:

- Owners, tenants, and guests must conduct themselves so as not to jeopardize or interfere with the rights and privileges of other Owners, Tenants or guests.
- Owners are responsible for the conduct of their Tenants and guests. Tenants and guests will be held to the same standard of conduct as set forth herein for Owners.
- Owners, tenants, and guests will refrain from loud, profane or indecent language.
- Owners, tenants, and guests will not harass or accost any other Owner, tenant, guest, Association employee, director, officer, committee member or any other persons.
- Owners, tenants, and guests will not compromise the safety of others by their actions.

- Owners will be held responsible for any damage to Association property caused by tenants, guests, and/or tenant's guests.
- Owners, tenants, and guests shall not interfere with the management of the Association, nor reprimand nor discipline any Association employee. Comments and complaints are to be civilly directed to the Property Management Company. The Property Management Company shall require that the complaint be submitted in writing before taking action on the complaint.
- Any Owner who violates this Code of Conduct or the Association Governing Documents is subject to violations, which may include suspension of Owner or tenant privileges and/or monetary fines as determined by the Board. Such fines shall be assessed to the Owner's account and collected in accordance with established collection policies.
- Safety is paramount and any Owner, tenant, or guest not adhering to the rules and regulations stated herein and/or posted and/or otherwise obvious safety rules may be asked to leave any Association facility or program with respect to safety, proper decorum, and sanitation. The Property Management Company employee's judgment will prevail in all instances.
- Owners who are delinquent in their Association's assessments, or who have unpaid fines on their account, may lose their privilege to use the community's amenities.

C. ASSOCIATION AMENITIES

I. Amenity Center

The Amenity Center is defined as the entire area within the fence, including the bathrooms, cabana, pool deck, playground, community dock, and swimming pool and the adjacent parking lot.

Please record and save the amenity access card number that has been assigned to you. In the event that a card is lost or stolen, the card number must be reported to the property management company to include the number of the access card that is no longer in your possession. Please be advised that there will be a fee charged for replacement access cards.

Owners must be in good standing to use the Amenity Center. The use of the Amenity Center is a privilege. Please be sure to clean up after each use.

Use of the Amenity Center is reserved for the Association's Owner's, Occupants, and guests. For those individuals who have access to the Amenity Center, the following will apply:

- For their safety persons under 18 years of age, must be

accompanied by a parent or guardian that is at least 18 years of age.

- Guests must be accompanied by an Association Owner or Occupant.
- Owners are responsible for the behavior of their Occupants and guests while using the facilities.
- Owners are responsible for any damage to the facilities or violations of their Occupants or guests.
- Proper swimming attire is required.
The Beaufort County Noise Ordinance shall be adhered to.
- All trash shall be placed in the receptacles provided. If the provided receptacles are full, please take your trash with you.
- Pool furniture shall not be removed from the Amenity Center. Improper use of the pool furniture is prohibited. No pool chairs or tables are allowed in the pool.
- Persons under the influence of alcohol or drugs are not permitted in the pool or Amenity Center.
- Glass containers within the Amenity Center are strictly prohibited.
- Pushing, running, jumping, throwing objects, or any other activity that may be harmful to oneself or others is strictly prohibited.
- Bicycles, skateboards, scooters, roller blades, roller skates or hover boards are not permitted in the Amenity Center.
- Pets are prohibited in the Amenity Center.
- Smoking and/or vaping is prohibited in the Amenity Center.
- No open fires are permitted inside the Amenity Center fenced area. Grills may be permitted upon prior approval.

II. Amenity Center Common Area Property

There are to be no temporary structures built or placed on Common Areas without prior written approval from the Association.

There is to be no overnight parking at the Amenity Center parking lot without prior written approval from the Association.

Unapproved vehicles will be towed at the Owner's expense.

III. Swimming Pool

For those individuals who have access to the swimming pool, the following will apply:

- Lifeguards are not provided, and facilities are designated as "Swim at Your Own Risk".

- “Life Buoys” and “Shepherd's Hooks” are available at poolside for emergency use only.
- When lightning or other inclement weather is observed, it is recommended that all swimmers vacate the pool and adjacent deck area until a safe environment is restored. Generally, at least 30 minutes after the lightning or other inclement weather has subsided.
- There should be no solo swimming.
- There should be no running, boisterous, or rough play.
- No person under the influence of alcohol or drugs should use the pool.
- There should be no spitting or blowing nose in pool.
- Persons with diarrheal illness or nausea should not enter the pool.
- Person with skin, eye, ear or respiratory infections should not enter the pool.
- Persons with open lesions or wounds should not enter the pool.
- No animals or pets allowed in the pool enclosure.
- No glass allowed in the pool or on the deck.
- No persons who are unable to swim the length of the pool unaided without touching the bottom of the pool should be in the pool without supervision.
- Swimmers should take a shower before entering the pool.
- The pool is open from dawn to dusk.
- The maximum number of swimmers allowed in the pool is posted at the pool.
- An emergency phone is located on the wall next to the bathrooms – dial 911.
- Lifesaving equipment is located on the fence.
- Pool users must not have any communicable disease or be wearing a band aide or other medical type dressing.
- Any person experiencing incontinence must wear swim diapers or snug plastic pants under their swimsuits. (Cloth and disposable diapers are prohibited.)

IV. Amenity Center Furniture

Amenity Center furniture is provided on a first come, first-serve basis and may not be reserved; personal items may not be left unattended. Towels or other personal items cannot be used to “reserve” chairs or tables. Any items left unattended for more than 20 minutes may be removed by security or a member of the property management company and be placed in a “Lost & Found” within the Amenities Center.

Furniture must be used on the deck and cannot be placed in the pool or removed from the pool area. If moved, furniture must be returned to its original position by the Owner, Occupant, or guest.

Umbrellas are only to be used for their originally intended purpose and must be properly cared for by users. All users of umbrellas are responsible for properly returning them to their original "closed" position. Failure to do so could result in damage to the umbrella, and the Owner could be charged with the cost of replacing the umbrella.

V. Playground

The playground is to be used during daylight hours only.

VI. Pocket Parks and Trails

- The Pocket Park is for the exclusive use of Owners, Occupants, and guests.
- Activities conducted in the park will not be a nuisance to other residents and individuals shall be particularly mindful of how their activities affect park adjacent neighbors.
- Loud noise that creates a nuisance for the residents is not permitted. Loud noises include, but are not limited to, yelling or shouting, sound amplifying equipment, and loudspeakers.
- No littering is allowed, and trash shall be removed from the premises upon leaving the Pocket Park.

VII. Community Docks

- The Community Dock is for the exclusive use of Owners, Occupants, and guests.
- Activities conducted at the Community dock will not be a nuisance to other residents and individuals shall be particularly mindful of how their activities affect dock adjacent neighbors.
- For their safety, children shall be accompanied by an adult.
- Swimming and jumping from the dock or slip area is prohibited.
- Loud noise that creates a nuisance for the residents is not permitted. Loud noises include, but are not limited to, yelling, or shouting, sound amplifying equipment, and loudspeakers.
- No littering is allowed, and trash shall be removed from the premises upon leaving the dock(s).
- Overnight or long-term parking/storage is strictly prohibited at the Community Dock.
- Dock Damages: Any damage to the dock structure, any other structures, the walkway, or parking area caused by a Member or their guests, due to negligence or improper use, shall be replaced by the Board and charged to the offending Member.
- Guest and Visitors: It is the responsibility of the Member to inform guests of the dock regulations of the Association and ensure compliance. No guest will be

permitted to cause a disturbance. Common sense and courtesy to other Members are expected. Guests must be accompanied by an owner/member.

D. BURNING/DUMPING/LITTERING

Owners, tenants, and guests are prohibited from burning and or dumping lawn/garden waste or any other items on their property as well as on Common Areas of the Association (including wooded areas and lagoons) and/or on any vacant lots within Association property.

Littering is prohibited. Offending owners may be fined.

E. COMMON PROPERTY

Owners and tenants are not allowed to plant, cut, mow, trim, cultivate, remove, build on, erect or place any temporary or permanent structure, install any devices or otherwise modify Common Areas or plantings on common grounds unless prior approval is received by the Board of Directors.

Aquatic plantings are not to be chemically treated nor physically removed from the water's edge of ponds unless prior approval is received by the Board of Directors.

Swimming, and/or boating is prohibited in all ponds.

F. EXTERIOR SOUND EMITTING DEVICES

Any exterior sound emitting devices shall be in compliance with any applicable local and/or state noise- and other-related ordinances.

G. HOLIDAY DECORATIONS/LIGHTING

Home decorations, home lighting, temporary statues, artifacts, and other holiday decorative landscaping accessories are to be unobtrusive and displayed only for a period of 30 days prior to a holiday season; all such holiday decorations shall be removed no later than 15 days after the holiday.

Decorations shall be displayed for no more than a total of 60 days per calendar year, excluding the time period between November 1 and January 15. Such decorations shall be maintained in a good condition at all times and shall be removed or replaced when they are overly weathered, torn, broken, or otherwise present a potential safety hazard. Inflated holiday decorations are allowed from November 1 through January 15 of each year. Windblown decorations are prohibited at all times.

H. FLAGS

No stand-alone flagpoles are allowed on residential lots. Not more than two (2) flags may be displayed on the front of the house. The maximum number of mounting fixtures is two (2). No flag may extend so that the end protrudes more than four (4) feet from the exterior wall of the house to which it is attached. Flag mounting fixtures shall be installed only on garage front walls, front porch walls or front porch columns. Flag mounting fixtures shall not be placed above the garage door or on any other wall of the house. Low ground flags are landscape accessories in accordance with...

I. PARKING

Parking rules apply to all Owners, tenants, guests, employees and service providers. Please refer to Declaration of Covenants, Conditions, and Restrictions for MALIND BLUFF for complete parking rules and regulations.

No vehicle may be left upon any portion of the Properties except in a garage, driveway, on a parking pad, or other area designated by the Board.

Overnight and long-term parking on street is not permitted within the development. Parking within the development to include parking within residential driveways shall not block or impede pedestrian traffic on sidewalks within the community. All owners must adhere to the parking rules and will be responsible for their vehicles and that of their guest.

Commercial vehicles, recreational vehicles, mobile homes, trailers, campers, boats or other watercraft, or other oversized vehicles, stored vehicles, and unlicensed vehicles or inoperable vehicles shall not be parked within the Properties other than in enclosed garages; provided however, that one recreational vehicle, one camper, or one boat or other watercraft may be temporarily kept or stored completely in a driveway or completely on a parking pad on a Lot for not more than 24 hours within each seven day period.

A vehicle shall be deemed a commercial vehicle if it meets at least two of the following characteristics:

- tonnage in excess of three tons that may or may not have advertising signage
- used for the purpose of transporting persons for hire
- with a ladder, plow, lift bucket, liftgate, or other type of equipment rack
- with commercial signage
- owned by a company or corporation with a commercial license plate

No Owners, tenants, or guests of any portion of the Development will repair or

restore any vehicle of any kind upon or within a property subject to this Declaration except within the enclosed garage or for the emergency repairs, and then only to the extent necessary to enable movement thereof to a proper repair facility.

J. GOLF CARTS/MOPEDS

Owners, tenants, and guests must abide by South Carolina laws governing golf carts and mopeds, including the state requirement that golf cart and moped operators must have a valid license. Golf carts are allowed only on roadways and are strictly prohibited on sidewalks.

K. BOATS AND RECREATIONAL VEHICLES

Boats and recreational vehicles may only be stored inside residential garages and cannot be stored on any portion of MALIND BLUFF community. This includes backyards, side yards, parking pads, streets, or front yards. These boats and vehicles also may not be parked on any community property, such as the Amenity Center parking lot. One boat or other watercraft may be temporarily kept completely in a driveway or completely on a parking pad on a Lot for not more than 24 hours within each seven day period for cleaning purposes only.

L. PETS

Owners, tenants, and guests must abide by all applicable state and local laws. Additionally, the following rules will apply:

- Owners, tenants, and guests must not allow pets to soil others' private property or Common Areas.
- Owners, tenants, and guests must remove all waste from roads, sidewalks, and Common Areas.
- Raising, breeding, or keeping of animals or poultry of any kind is prohibited.

- No animals of any kind shall be kept by any Owner or tenant upon any portion of the Development, provided that a reasonable number of generally recognized house pets, as shall be approved by the Board of Directors, may be kept in a Unit's dwelling subject to Rules and Regulations adopted by the Association, and further provided that such pet or pets are kept or maintained solely as domestic pets and not for any commercial purpose.
- No pet shall be allowed to make an unreasonable amount of noise or become a nuisance.
- Pets shall be under leash at all times when walked or exercised in any portion of the Common Areas.
- Please refer to the Declaration of Covenants, Conditions, and Restrictions for MALIND BLUFF for additional information as it relates to animals and pets.

M. PROPERTY RENTAL/LEASING

Owners may lease or rent their property in accordance with the Declaration of Covenants, Conditions, and Restrictions for MALIND BLUFF Association.

N. SERVICE PROVIDERS

Vendors, contractors, and other service providers are permitted entry only for the purpose of authorized work at a designated project or deliver to a particular residence address. Service providers are not permitted to solicit work or distribute flyers or other advertising material.

Permitted service providers are expected to clean up any trash or debris daily, including site debris that blows off the site and mud tracked onto roads, curbs, and pathways. Dumpsters shall be covered at all times when work is not being performed. Any damage to Common Areas shall be reported to the Property Management Company immediately. Owners are responsible for damage to Common Areas caused by contractors invited onto Association Property by the Owner, tenant, or guest.

Service providers may park vehicles on the street in front of homes only while work is being performed. Once the work/project is finalized, all vehicles must vacate the community. All service providers should place orange cones around large vehicles and may not impede the use of the roadways.

O. ADVERTISEMENTS AND SOLICITATION

Vendor solicitation at homes or on Common Areas is prohibited. Vendors or service providers may not place advertising signage on a lawn, or anywhere within the community.

P. SIGNAGE

Barring those required by law, Owners, tenants, and guests are prohibited from posting signs of any kind including posters, circulars, business cards, and billboards, with the exception of the following:

I. “For Sale”, “For Rent”, and Realty-Related Signs

“For Rent”, open house directional signs, and/or other commercial signage is not permitted on a Lot, house (inside or outside), vehicle, or Common Area. Please see MALIND BLUFF Architectural Guidelines for specific details relative to requirements for “For Sale” signs. Only approved “For Sale” signs are permitted on the property.

II. Security/Alarm Signs

Owners or tenants who contract for security/alarm systems may post one single-sided small sign from that company that:

- Must be located near or on the front door, or in a window;
- Must be professionally prepared from the company;
- May not exceed two feet (2') high above grade in the front yard and located within the setback criteria; and
 - May not exceed 72 square inches (72") if placed in the ground; or
 - May not exceed 16 square inches (16") if placed in a window.

Q. WASTE AND RECYCLING CONTAINERS

Waste and recycling containers required to be placed at the front of the Lot in order to be collected must comply as follows: containers may be placed and kept at the front of the Lot after 5:00 p.m. the day before the scheduled day of collection, and must be removed and placed out of sight on collection day. Containers shall not be stored in the front of the home. Containers stored on the side of the home must be screened by vegetation (or other screening method) and must be completely out of sight from the road. The preferred location is in the garage.

R. VIOLATIONS AND FINE POLICY

In the event an Owner, tenant, or guest violates the Governing Documents fines may be imposed upon the Owner. Failure to pay any fine shall subject the Owner to the same potential penalties and enforcement as the failure to pay any assessments.

Owners who are delinquent in their assessments and/or who have outstanding

violations may be restricted from voting.

I. Notice

Prior to imposition of any sanctions, the Association must provide a written demand to cease and desist.

The written demand to cease and desist from an alleged violation will be served upon Unit Owner responsible for such violation specifying:

- the alleged violation;
- the action required to abate the violation; and
- a time period during which the violation may be abated without further sanction, if such violation is a continuing one, or if the violation is not a continuing one, a statement that any further violation of the same provision of the Governing Documents, Rules and Regulations, and/or Architectural Guidelines may result in the imposition of sanctions.

Potential monetary sanctions are described in “Exhibit A – Monetary Fine Schedule”.

II. Notice of Hearing

If the violation continues past the period allowed in the demand for abatement without penalty, or if the same violation subsequently occurs, the Board may serve such Owner with a written notice of a hearing to be held by the Board in executive session. The notice will contain:

- The nature of the alleged violation,
- The time and place of the hearing, which time will be not less than fifteen (15) days from the giving of the notice,
- An invitation to attend the hearing and produce any statement, evidence, and witnesses on his behalf, and
- The proposed sanction to be imposed

S. WILDLIFE

The ponds, lake, and other bodies of water within MALIND BLUFF are provided for storm water protection and aesthetic purposes. Certain areas are designated as wetlands or migration and preservation areas and are restricted as to use by covenants approved by the U.S. Army Corps of Engineers and the U.S. Department of Agriculture.

Owners, tenants, and guests are not permitted to introduce any fish, plants, or items into the water system.

Owners, tenants, and guests are prohibited from harassing, capturing, trapping, or

killing wildlife. Owners, tenants, and guests are prohibited from feeding wildlife except small birds via approved bird feeders.

I. Alligators

Children and pets should not be allowed to go near the water's edge.

Feeding alligators is illegal per SC Law: Universal Citation: SC Code § 50-11-750 (2012)

T. FIREWORKS

The use of fireworks is strictly prohibited throughout MALIND BLUFF.

U. FISHING

Fishing is permitted on a "catch and release" basis only in ponds on property.

V. FIREARMS

Discharge of firearms is strictly prohibited in MALIND BLUFF.

W. DRONES

Any drone use within MALIND BLUFF by an Owner, tenant, guest, or service vendor must comply with Federal, state, and local regulations.

W. ASSESSMENT COLLECTION AND FINES

I. Definitions

Unit Owner: As outlined in the Declaration of Covenants Conditions and Restrictions, a Unit Owner refers to one or more persons, including the Declarant, who owns title to any unit, its respective heirs, executors, legal representatives, successors, and assigns, excluding all mortgagees. Please refer to the Declaration of Covenants, Conditions and Restrictions for MALIND BLUFF for further description and details.

Property Management Company: The Property Management Company contracted by MALIND BLUFF Association to handle its day-to-day business affairs.

II. Authority

The authority for the Association to assess late fees and penalties for late payment of assessments is granted under the Declaration of Covenants, Conditions, and Restrictions for MALIND BLUFF Association.

EXHIBIT A
MONETARY FINE SCHEDULE

The following schedules are subject to change at the sole discretion of the Board of Directors.

- Fifty Dollars (\$50.00) for the First Offense in violation of the Rules and Regulations or Architectural Guidelines
- Seventy-Five Dollars (\$75.00) for the Second Offense in violation of the Rules and Regulations or Architectural Guidelines
- One Hundred Dollars (\$100.00) for the Third Offense of the Rules and Regulations or Architectural Guidelines or any subsequent offense that has not been remedied within the twelve months of the original violation notice;

Five Hundred Dollars (\$500.00) Plus Cost of Repair for Damage to Community Property for the Following:

- Depositing any substance into storm drains, ponds, or lagoons.
- Feeding or harassing alligators.
- Chemically treating or physically removing aquatic plantings from lagoons.
- Cutting, dumping of any material, or disturbing designated wetlands.
- Cutting, mowing, removing, or adding additional plantings to Common Area property
- Misuse or Damage to Common Area property

Other Monetary Fines

- Any damage to real property (furniture, television, refrigerator, grill, gym equipment, doors, windows, etc.) belonging to MALIND BLUFF will be billed to the Unit Owner's Association account, regardless of the damage resulting from the Owner, tenant, minors, or their invited guests. The Property Management Company can, in its sole discretion, provide the responsible Owner with a copy of the invoices for all damages billed to the Unit Owner's account.
- For subsequent occurrences of the same offense within a twelve-month period, fines may not be waived. Fines are doubled and tripled, respectively, for second and third offenses. The fourth offense will be cause for loss of Association privileges. However, loss of Association privileges may also occur at any level of offense as determined by the Board of Directors.

WITNESSES:

**MALIND BLUFF HOMEOWNERS
ASSOCIATION, INC., a
South Carolina Non-Profit Corporation**

By: *Donovan McDaniel*
Name: Donovan McDaniel

By: *Tonja K Flanagan* (L.S.)
Name: Tonja K Flanagan
Title: Board President

By: *Billy B King III*
Name: Billy B King

STATE OF SOUTH CAROLINA)
COUNTY OF Beaufort)

ACKNOWLEDGMENT

I, *Billy B King III*, Notary Public for the State of South Carolina, do hereby
certify that the above-signed authorized signatory for MALIND BLUFF HOMEOWNERS
ASSOCIATION, INC. personally appeared before me this day and acknowledged the due execution of the
foregoing instrument.

Sworn and subscribed before me this
24 day of August, 2023.

Billy B King III (SEAL)
Notary Public for South Carolina
My Commission Expires:

**Billy B King III
Notary Public, State of South Carolina
My Commission Expires 05/20/2024**

