

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

AFFIDAVIT TO RECORD

IN RE: Stones Throw Villas Horizontal Property Regime I

The attached document is being recorded to comply with the South Carolina Homeowners Association Act, Title 27, Chapter 30, Section 110, et. seq., South Carolina Code of Laws (1976), as amended.

1. Stones Throw HPR Rules of Conduct

Stones Throw Villas Horizontal Property Regime I

By: J. Barry Dumser

J. Barry Dumser
(Printed name)

Its: Secretary/Treasurer

SWORN TO BEFORE ME

On this 21 Day of January 2019.

Jaclyn Phillips
Notary Public for South Carolina
My Commission Expires

**My Commission Expires
February 4, 2024**

Stones Throw HPR

RULES OF CONDUCT

Welcome to Stones Throw Villas Horizontal Property Association I Owner's Association and the "Stones Throw" residential community. As an Owner you are a member of the Association and are entitled to the benefits and are subject to the "Governing Documents" as defined in the Association's Amended and Restated Bylaws ("Bylaws"). The Governing Documents include these Rules of Conduct. Mutual cooperation is essential to assure quiet enjoyment, protect real estate values and ensure the safety of all residents within the community. Your thoughtfulness, cooperation and participation are essential ingredients in making Stones Throw an enjoyable place to live. As a Villa Owner and as a Member of the Association it is your responsibility to assure compliance with all Governing Documents (including these Rules of Conduct) by your tenants and guests. Violation by your tenant, family member, guest, invitee and/or a family member, guest or invitee of your tenant subjects you, as an Owner, to the sanctions provided in the Governing Documents. If you do not have a copy of all Governing Documents or should you have any questions or wish to report any violation of the Rules of Conduct please contact the Property Manager:

IMC Resort Services, Inc.
2 Corpus Christie Place, Suite 302
Hilton Head Island, SC 29928
Phone: 843-785-4775
Fax: 843-785-3901
Email: Jaime@IMCResortServices.com

For your convenience, the Governing Documents and other information regarding our community are available under "Stones Throw" at the website "IMCResortServices.com".

I. VILLA USE AND MAINTENANCE.

- A. **Residential Use Only.** Stones Throw Villas are for residential purposes only. No profession or home industry shall be conducted in any Villa without the specific written approval of the Board. The Board has authority, in its discretion, upon consideration of the circumstances in each case and particularly the effect upon surrounding Villas to permit the conduct of a profession or home industry. Such profession or home industry shall be permitted, only if determined by the Board to be compatible with the residential community.
- B. **Occupancy.** As used in these Rules of Conduct the term "Resident(s)" shall mean any occupant of a Villa within the Stones Throw residential community. The number of individuals who may occupy a Villa is limited by Article XIII, Section 1 of the Association Bylaws.
- C. **Leases.** Villa Owners may enter into lease agreements for their Villas by complying with the provisions of the Governing Documents including the Rules of Conduct and the Association's Leasing Policy. The lease agreement of any Villa must require that the terms and conditions of all Governing Documents shall be complied with by the tenant. Any lease of a Villa for a term which exceeds ninety (90) days must be in writing and a lease copy provided to the Property Manager.
- D. **Pest Control.** Monthly access must be provided to the pest control company engaged by the Association to all Villas in order to inspect and spray for insects to eliminate future problems with insects in contiguous Villas.

- E. **Interior Maintenance.** Villa Owners must perform maintenance and repair within their Villa, which if omitted, could cause damage to the property of others and are responsible for damages and liabilities which may result from their failure to do so. This responsibility includes:
1. Maintenance of washing machine hoses.
 2. Inspection for water leaks in plumbing pipes, toilets, faucets, ice makers, etc. and making necessary repairs.
 3. Maintenance of smoke detectors.
 4. Maintenance of individual property and liability insurance. The Association master policy does not cover damage to contents within individual Villas nor personal liability of Villa Owners. Damage to other Villas or the Common Elements caused by water or other incidents arising from within individual Villas is the financial responsibility of the Villa Owner.
- F. **Villa Modifications.** Before making modifications to the interior of a Villa, Architectural/Landscape Modification Guidelines established by the Board of Directors must be followed. No act or work within a Villa shall be undertaken which will impair the structural soundness or integrity of the Building or an adjoining Villa.

II. LIMITED COMMON ELEMENTS USE AND ENJOYMENT. Portions of the Common Elements are, by the Governing Documents, defined as “Limited Common Elements” and are subject to limited access and use for the benefit of the particular Villa to which they are attached. Limited Common Elements include grade level patios, balconies (upper level, one-bedroom Villas) and enclosed grade level patios. Use and enjoyment of the Limited Common Elements are subject to the following:

- A. **Appearance.** The appearance of the Limited Common Elements must be kept in a neat and orderly manner to maintain an aesthetically attractive overall appearance for the residential community.
- B. **Improper Storage.** Debris and rubbish is not permitted within the Limited Common Elements. Sporting equipment, toys, tools, equipment and other personal property normally associated with residential use of the Villa may be stored within the enclosed patio area provided all items are adequately screened from view. Towels, bedding, bathing suits or other garments may not be hung from gates, fencing and/or from a balcony. Recreational equipment and other personal property within the enclosed patio area must, with the exception of patio umbrellas, be effectively screened to prevent their visibility from outside of the Limited Common Elements. Only typical lawn/patio furniture is permitted within the unenclosed patio area.
- C. **Unapproved Limited Common Element Modification.** Before making any modification to a Limited Common Element, the Architectural/Landscape Modification Guidelines established by the Board of Directors must be followed.
- D. **Failure to Maintain Limited Common Elements.** Maintenance of all improvements within the Limited Common Elements are the responsibility of the Villa Owner to which the Limited Common Elements are attached including specifically, repair and maintenance of the enclosed patio area fence and all balcony railings.

- E. **Nuisance.** Nothing shall be permitted within the Limited Common Elements which will create an unclean or untidy condition or that will be obnoxious to the eye, nor shall any substance, thing or material be kept within the Limited Common Element that will emit foul or obnoxious odors, attract rodents (e.g. bird feeders) or that will disturb the peace, quiet, comfort or serenity of other Residents.
- F. **Organic Material Storage.** Organic materials in the storage enclosures and other areas of the Limited Common Elements (including pet foods, garbage, bird seed and similar organic substances) are attractive to rodents. Storage of such material within the Limited Common Elements (including the storage structures) is prohibited.

III. COMMON ELEMENTS USE AND ENJOYMENT. Each Villa Owner has an undivided ownership interest in all Common Elements. The Common Elements are defined in the Governing Documents. Use and enjoyment of the Common Elements are limited by the Governing Documents including these Rules of Conduct.

A. **Building Exterior Appearance/Alterations.** The exterior of each Building is a Common Element. **Alteration of the exterior of a Building may not be made without the prior written approval from the Board of Directors including but not limited to:**

1. Installation of window guards, storm or screen doors and window “tinting”.
2. Subject to applicable federal law installation of any forms of audio or visual receiver equipment.
3. Installation of exterior lighting or permanently installed electrical fixtures which penetrate any exterior wall or the roof of a Building.
4. Alterations to existing exterior light fixtures.
5. Installation of decorative items such as wind chimes, thermometers, etc.
6. Installation of awnings or shades over the exterior of the windows and hanging or attachment of any article or structure on a Building exterior.
7. Installation of window hangings visible from the exterior of the building unless white, off-white, beige or other neutral color approved by the Board.
8. Use of temporary window coverings and/or window coverings in a visible state of disrepair are prohibited.

B. **Landscaped Common Elements.** All landscaped areas, walkways and the stairs and stairwells servicing one-bedroom Villas are Common Elements and are maintained by the Association. In order to maintain the integrity of the landscape plan, minimize landscape maintenance costs and assure an aesthetic appearance within the community, compliance with the following are required:

1. No person shall damage, mutilate, destroy, alter or litter any of the landscaping work including grass, trees, shrubs, flowers, ground cover and other landscaped improvements.

2. No additional plantings or landscaping is permitted within the Common Elements unless approved by the Board of Directors.
3. Walkways within the Landscaped Common Elements and the stairways accessing the upper level one-bedroom Villas must not be obstructed.
4. No advertisements or posters of any kind are permitted to be posted within the Common Elements except as authorized by the Board.
5. Residents may not park or store bicycles or other personal property within the Landscaped Common Elements.

C. **Swimming Pool.** One of the amenities available for Residents is a community swimming pool. The swimming pool is open without lifeguard service. In addition to all posted rules and regulations, the following shall apply:

1. Please shower before entering to insure the swimming pool is kept clean and fresh. Be sure to rinse off all suntan and sun block oils before entering the pool. Soap of any kind is never permitted in pool.
2. Proper bathing attire is required.
3. Glass objects are not permitted in the pool or on the concrete deck surrounding the pool. Paper or plastic cups, dishes, etc., are permitted.
4. Children under 14 years must be accompanied by an adult 18 years of age or older since no lifeguard is provided by Stones Throw.
5. Bicycles, tricycles, scooters or similar items are not allowed within the surrounding deck area of the pool at any time.
6. To avoid soiling the pool, children who are not toilet trained must wear waterproof pants. Anyone chronically incontinent is requested to do the same.
7. Pool furniture may not to be removed from the enclosed swimming pool area.
8. Radios and other audio devices may be operated only at a volume which is not offensive or disruptive to others enjoying the pool and pool area.
9. **No pet shall at any time be permitted within the enclosed swimming pool area.** The cost of any remedial action required arising from a violation will be assessed immediately and without notice.

D. **Parking Areas and Drives.** The blacktopped drives and parking areas are Common Elements. Vehicle parking must be in compliance with the Parking Policy established by the Board of Directors. One specific parking space has been designated for each Villa. In addition, certain “guest spaces” are available for Residents and their guests within the parking areas. As more fully detailed in the Parking Policy, standards are imposed to protect the safety of all Residents including:

1. Ball playing, throwing, batting or any activity which could inadvertently damage vehicles within the parking area is prohibited.
2. Utilization of the parking area for roller skating, inline skating and skateboarding is not allowed.
3. The parking area and drive area is not a playground. Play activity in the parking area is not permitted.
4. The maximum speed limit for vehicles is 10 mph

E. **Clubhouse & Bike Storage** As an amenity for the use and enjoyment of Residents, a clubhouse and bike racks are available. The clubhouse also includes restroom facilities. Access and use of these amenities are subject to the following:

1. Utilization of the clubhouse for functions is by reservation only on a first come, first served basis.
2. Residents are encouraged to use the clubhouse, picnic area and charcoal grills for social gatherings. Use and enjoyment does, however, require assumption of responsibility for leaving the facility in a clean and neat condition.
3. Bicycles must be stored only on the Association provided bicycle storage racks, or within the villa's front enclosed patio or within the villa. Bicycles stored on the Association's racks must be maintained in good operable condition and coverings must be black bike covers. Tarps, plastic bags, etc. shall not be used to cover bikes. Bike coverings not in compliance may be removed without notice.

F. **Trash Disposal.** The Association provides trash removal service for normal, non-hazardous household waste only and trash enclosures are located near each entrance of the community. In compliance with the Association's agreement with the trash removal service, certain items may not be deposited in the trash enclosures. These items include:

1. Large items such as carpet and pad, furniture, mattresses and appliances.
2. Tires, motor oil, other fluids such as brake fluid or anti freeze.
3. Batteries for cars or vehicles.
4. Caustic chemicals.
5. Computers and other electronic devices.
6. Paint cans.

In order to assist Residents in disposing of large and/or bulky items the Association provides a dumpster on site from time to time at the discretion of the Board.

The trash recycling facilities are for the use of Residents only. No dumping by outside parties is authorized. Residents are encouraged to report to the Property Manager the license plate number of any non-resident appearing to dispose of trash in the trash enclosure.

Dumpsters - If a dumpster is needed for renovations, the owner must contact the Association's management agent prior to its delivery. If the dumpster is to be placed on the asphalt parking area, the dumpster must be placed on top of plywood. The dumpster must be covered with a

black or brown tarp overnight and when not in use. Due to limited space, the dumpster size shall not exceed an 8yd dumpster unless otherwise approved by the Association's management agent.

G. General Provisions Applicable to the Common Elements. In order to assure enjoyment of the Common Elements certain general standards of conduct are at all times applicable:

1. Loitering as defined by the ordinance of the Town of Hilton Head on any portion of the Common Elements is not allowed.
2. No signs, notices or advertising may be posted on the Common Elements unless authorized by the Board.
3. Shooting fireworks is prohibited within the Common Elements
4. Compliance with the Pet Policy will be enforced.
5. Any item stored or found within the Common Elements in violation of the Rules of Conduct may be impounded without notice and without attempt to determine the owner of the item. The item will be held for ten (10) days and if not claimed, may be disposed of without notice.
6. Bicycles must be parked only within the Villa's enclosed patio, the individual Villa or the designated community bike storage area.

IV. PETS. Stones Throw is a pet friendly community. Residents are entitled to keep or possess a pet or animal in accordance with the Pet Policy adopted by the Board of Directors. The Pet Policy applies to all pets whether permanently or temporarily on the Common Elements, Limited Common Elements or within a Villa including pets of individuals visiting a Resident. Fines applicable to violation of the Pet Policy may be levied not only against the responsible pet owner but are the responsibility of the Villa Owner even if the pet violation is attributable to the pet of a Tenant and/or guest of a Resident. Specific provisions of the Pet Policy include:

- A. **Pet Registration.** All pets must be registered with the Association and have up to date shots and licenses.
- B. **Pool Area.** No pet is allowed within the enclosed pool area. This is a Department of Health violation and can result in an immediate pool closure. In addition to the applicable fine, the Resident and Owner will be jointly and severally responsible for the cost of draining, refilling and chemical application if required.
- C. **Pet Enclosures.** No pet enclosure (kennel, dog run, etc.) may be constructed or maintained upon the Common Elements and/or the Limited Common Elements.
- D. **Pet Cleanup.** Pet excrement creates a health hazard and must be picked up immediately and disposed of appropriately by the pet handler.
- E. **Pet Control.** Pet owners are reminded that common sense and courtesy apply to control of their pets. Pets which are "Off Leash" can be threatening to small children and elderly Residents and may limit the pet handler's ability to comply with their obligation to collect and dispose of pet

waste. Therefore, all pets must at all times when present within the Common Elements and/or Limited Common Elements of Stones Throw be on a leash and must also be under the complete control of a responsible human companion.

F. **Commercial breeding of any pets within the community is prohibited.**

V. **VEHICLES AND PARKING.** Parking for motor vehicles is provided within the Common Elements. One parking space is marked for exclusive use and assigned to each respective Villa. Only the vehicle of the Owner or vehicle of a person with a valid Parking Permit and authorized by the Resident of the Villa is permitted to park in the assigned space for the designated Villa. Parking spaces designated “Guest” are available for parking of authorized vehicles on a “first come-first served” basis. A Parking Policy has been adopted in order to assure parking limited to Residents and their guests.

A. **Registration/Parking Permits.** A valid parking permit is required to leave unattended a vehicle at Stones Throw. The Parking Policy adopted by the Association requires compliance with the following:

1. All drivers and vehicles must be in compliance with South Carolina Department of Motor Vehicle regulations and applicable state laws and ordinances of the Town of Hilton Head.
2. A Parking Permit will not be issued for a boat, camper, trailer or recreational vehicle. “Recreational vehicle” is defined as any mobile home, trailer, motor home, camper, motorized camper or any other related form of non-passenger car transportation device. This exclusion shall not however, include customized mini or full-size vans used for personal transportation nor shall it be applicable to properly licensed motorcycles.
3. No Parking Permit will be issued without specific approval by the Board of Directors for a commercial vehicle that violates the following:
 - a. Vehicles must not exceed 19 feet in length nor 6 feet in width
 - b. Obvious markings, signs, or any indication of trade, commerce or commercial activity may not be displayed. For example:
 - i. Signs may not be covered by paper, tape or similar materials to cover markings that display commercial activity. Only signage such as magnetic removable signs and/or coverings approved by the Board for the specific vehicle are permitted.
 - ii. Tools, supplies, ladders, waste materials, visible paint supplies, landscape equipment or other items of an obvious commercial nature in open pick up beds or attached to roofs.
 - iii. Trucks, vans, and pick-up trucks with obvious commercial type racks, which are used to transport ladders, equipment and construction supplies, are not permitted.
 - c. Overnight storage in a vehicle of flammable type liquid, or gas containers such as propane, is not allowed.

- d. Upon application, the Board of Directors may issue a Parking Permit for an emergency response vehicle operated by a Resident.
4. Temporary vehicle parking for commercial vehicles for persons performing work within the community may park only in “Guest” designated spaces and/or the designated parking space for the Villa involved. A parking permit is not required for temporary parking for this limited purpose. However, unless specific approval is obtained from the Property Manager, parking of the commercial vehicle is limited to:
 - a. Periods not to exceed 10 consecutive hours; or
 - b. The time period reasonably related to the work being conducted in repair and maintenance functions being actively performed.
- B. **Additional Resident Parking Permits.** Many Residents have two vehicles. A Resident may, upon request, and without fee, obtain a Resident Parking Permit for a second vehicle. In addition, based on availability of parking spaces (determined seasonally) the Board of Directors may authorize the Property Manager to issue one (1) additional Parking Permit assigned to a Villa. A fee determined by the Board of Directors may be charged for the additional Resident Parking Permit. In no event, however, shall more than three Parking Permits of any type be allocated to a Villa.
- C. **Short Term Parking Permit.** Many Owners make their Villas available for “Short Term Rental” as defined in the Bylaws. “Short Term” is a period less than fourteen (14) days. “Short Term Parking Permits” to accommodate Short Term Rental are available through the Property Manager. Short Term Parking Permits issued by the Property Manager shall be deemed Resident Parking Permits and their issuance and use are subject to the general requirements applicable to parking within Stones Throw and the Parking Policy as adopted by the Board.
- D. **General Parking Requirements.** All vehicle parking within Stones Throw is subject to the following:
1. Parking is permitted only within designated parking spaces.
 2. Vehicle tailgates must be closed.
 3. Covered vehicles are permitted if the covers are designed for the vehicle, are neat in appearance, and are properly secured. When vehicles are left covered by the Resident for more than thirty (30) days, a key to the vehicle must be left with the Property Manager in case of emergencies.
 4. The assigned parking space for each numbered Villa is strictly for the use of the Resident(s) of that Villa.
 5. A vehicle may not be parked in a “Guest” space for more than 12 hours unless the vehicle has a valid Parking Permit and is in compliance with the Parking Policy of the Association. A vehicle in a “Guest” space without a valid Parking Permit for more than 12 hours may be towed without notice.

6. No vehicle may be parked in a fire lane at anytime nor may a vehicle be parked in a manner that blocks another vehicle from utilizing the designated parking space for a Villa or the driveways providing access through the community.
7. Motorcycles must have a valid Parking Permit and may be parked only within a designated parking space. From April 1 through November 1, a parked motorcycle must have a board or other flat material under its kickstand to prevent damage to the asphalt.
8. Parking of an unlicensed or inoperable vehicle is prohibited. An unlicensed vehicle includes any vehicle without current license tabs. An inoperable vehicle includes any vehicle which:
 - a. Has a flat tire or a broken window.
 - b. Has a hood, trunk or door that cannot be properly closed and locked.
 - c. Is leaking fluid such as oil or gas
 - d. Is on blocks or any kind of jack.
 - e. Cannot be started when it must be moved for parking area maintenance.
9. Violation of the Rules of Conduct applicable to parking creates an immediate problem for other Residents. Seasonally, these violations often involve vehicles of persons not lawfully within the premises. Therefore, any vehicle parked in violation may be towed without providing notice to the vehicle's owner. The Parking Policy and notices posted within the property are the only notices which will be given. Failure of the vehicle owner to be aware of the applicable rules and/or to see rules posted will not constitute a defense for payment of any assessment or claim for improper towing.

VI. ENFORCEMENT. Intentional violation of the Rules of Conduct and/or any other provisions of the Governing Documents is anticipated to be the exception rather than the rule. Therefore, in implementing the Rules of Conduct and in applying them to individual situations it is anticipated that a Notice and appropriate communication with the offender will be sufficient without further action. However, failure to comply with the Rules of Conduct affects all Owners and all Residents of Stones Throw. Therefore, an enforcement system has been adopted to assure compliance:

- A. **Enforcement without Prior Notice.** Violations of certain Rules of Conduct create or may create an immediate and present danger to the health, safety and welfare of others and may require remedial action without notice. Appropriate remedial action will be taken at the expense of the offender and will be assessed against the applicable Villa Owner. Specific violations which may justify remedial action without notice include:
 1. Parking in a posted fire lane
 2. Parking in a manner which directly interferes with a Resident's access to or from their designated Villa parking space
 3. Removal of a pet from the swimming pool area
 4. Removal of an unattended pet from the Common Elements

- B. **Fine Schedule.** In addition to sanctions authorized by the Governing Documents, a fine in a reasonable amount determined by the Board of Directors to be appropriate for the infraction will be imposed. Guidelines for specific violations are listed on the Schedule of Fines attached. Each separate or independent infraction may be subject to a separate fine. Any infraction which continues beyond the time period specified in the notice to the Owner may be deemed to be a separate violation and subject to a separate fine.
- C. **Villa Owner Responsibility and Fine Assessment.** The Villa Owner is fully responsible for payment of any assessed fines whether arising from a violation committed by the Owner, the Owner's tenants, family members, guests, invitees and/or family members, guests or invitees of a Resident.
- D. **Cost of Remediation.** In addition to fines imposed and assessed in according with the Governing Documents, all costs and expenses incurred by the Association arising directly or indirectly from the violation will also be charged and assessed as provided in the Bylaws.
- E. **Due Process.** The goal of the Association is to be fair, consistent, timely and enforce the Rules of Conduct in a reasonable manner. Therefore, no fine will be levied or assessed until the Owner and, as applicable, the offending Resident is given a reasonable notice and opportunity to be heard with respect to the alleged infraction. As soon as reasonably practical, written notice of the rule violation will be mailed to the Villa Owner of record and/or, as applicable a "vehicle tag" placed upon the offending vehicle. The written notice to the Owner and/or vehicle tag will describe with reasonable particularity the alleged infraction; the recommended fine to be assessed, and, if applicable, a date by which any ongoing infraction must be cured. The written notice will also specify a date on which an opportunity to be heard ("Hearing") by the Board of Directors or its designated agent will be scheduled. The Hearing will be conducted in the manner provided in Article 14 of the Association Bylaws.

The Board of Directors wishes to extend in advance its appreciation for your cooperation and assistance in both observing and enforcing these Rules of Conduct.

Adopted by the Board of Directors

March 16, 2009

Rev. November 29, 2018

BOARD OF DIRECTORS
STONES THROW VILLAS
HORIZONTAL PROPERTY
ASSOCIATION I OWNER'S
ASSOCIATION

Stones Throw Villas
SCHEDULE OF FINES for RULES OF CONDUCT VIOLATION

Reference	Description	1 st Offense	2 nd Offense	Subsequent Offenses
I	Villa Use and Maintenance			
A	Residential Use	Notice	\$50	\$50
B	Occupancy Limits	Notice	\$50	\$100
C	Leasing Violation	Notice	\$50	\$100
D	Pest Control	Notice	\$50	\$200
E	Interior Maintenance	Notice	\$100	\$200
F	Modification without Approval	\$250	\$500	\$1,000
II	Limited Common Element Use and Enjoyment			
A	Unacceptable Appearance	Notice	\$50	\$50
B	Improper Storage	Notice	\$100	\$100
C	Unapproved Modification to Limited Common Elements	\$250	\$500	\$1,000
D	Failure to Maintain Limited Common Elements, including patio area fence and balcony railings	Notice	\$50	\$50
E	Nuisance Items	Notice	\$50	\$100
F	Organic Material Storage			
III	Common Elements Use and Enjoyment			
A	Building Exterior Appearance/Alteration	\$250	\$500	\$1,000
B	Landscape Violation	Notice	\$50	\$50
C	Swimming Pool Violation	Notice	\$100	\$200
D	Parking Area and Drives Violation	Notice	\$50	\$100
E	Violation of Clubhouse/Bike Storage Requirements	Notice	\$50	\$100
F	Trash Disposal	Notice	\$50	\$100
G	Common Elements General Provision Violation	Notice	As reasonably determined by Board	As reasonably determined by Board
IV	Pets			
A	Violation of Pet Policy (Registration and Inoculations)	Notice	\$100	\$100
B	Pet within enclosed pool area	Notice and any cost of remediation	\$100	\$200
C	Pet tethered within to Common Element	Notice	\$50	\$100
D	Failure to pick up after Pet	Notice	\$50	\$50
E	Pet not on a leash	Notice	\$50	\$50
F	Commercial Breeding Prohibited	Notice	\$100	
	All other Pet Violations	Notice	As reasonably determined by Board	As reasonably determined by Board
V	Vehicle and Parking			
A	Registration Violation	Notice	\$50	\$100
B, C, D	Parking Permit Violation	Notice	\$50	\$50
	All other identified Parking Violations	Notice	As reasonably determined by Board	As reasonably determined by Board
VI	Violations not otherwise addressed	Notice	As reasonably determined by the Board	As reasonably determined by the Board

Stones Throw Schedule of Fines – Revised 5/1/17

Stones Throw
LEASING POLICY

Villas within Stones Throw may be leased “Long Term” or “Short Term” by the Villa owners. Renting is a decision which may affect not only the Villa owner but may also have an effect on other residents within the community. For benefit of all, the Association has set forth certain limitations and requirements applicable to leasing of a Villa. Before leasing your Villa, whether “Long Term” or “Short Term” it is necessary to familiarize yourself with Article XIII of the Bylaws and the Association’s Rules of Conduct.

If you have made the decision that rental of your Villa is appropriate, please be aware that other Residents of Stones Throw are concerned that the Tenant you choose will be a neighbor that not only maintains your Villa in the manner in which you expect but also abides by the Rules of Conduct applicable to all residents within the community. For this purpose the following policy has been adopted in regard to “Long Term” leasing (a lease for a period exceeding ninety (90) days:

1. Any “Long Term” Lease Agreement must be in writing and must contain a provision which allows representatives or agents of the Association reasonable access to the Villa upon reasonable notice for fulfillment of Association responsibilities, and to enter the Villa, at any time without notice in an emergency.
2. Prior to entering into a Lease Agreement with a perspective Tenant the Owner has the responsibility to follow a procedure for verifying that the references provided by the Tenant are legitimate and that the prospective Tenant’s history and background does not indicate a record of inappropriate behavior.
3. Screening of each prospective adult Tenant based upon their rental and/or criminal history is recommended. For your convenience, a Stones Throw Long Term Tenant Application and Certification and a Screening Authorization are attached to this Leasing Policy. In addition, these forms are also available under “Stones Throw” at the website, “imcresortservices.com”. You are not required to utilize the attached application form, however, the information detailed in that Application as well as the Screening Authorization must be provided to the Property Manager.
4. **Compliance with all Association policies and the Association’s Rules of Conduct is required of all Tenants.** Tenant(s) are required to obtain a Parking Permit and (if applicable) a Pet Registration through the Property Manager as provided in the Associations Rules of Conduct and adopted Policies.
5. The Owner is responsible for communicating all Association Rules of Conduct and Association Policies to their Tenant(s). The Owner is also financially responsible to insure that the Owner’s Tenant(s) comply with the Rules of Conduct and Policies. Costs incurred by the Association and fines levied for acts of Tenant(s) are assessed against the Owner and the Owner’s Villa.

6. If the actions of a Tenant becomes a problem for other residents, it is the responsibility of the Owner to either promptly resolve the problem or evict the Tenant. Any complaints which the Property Manager receives will be forwarded to the Owner. It is however, the responsibility of the Owner to follow up on the complaint.
7. Providing a “crime free” community is a priority. Therefore, no Resident, member of a Resident’s household, guest or other person under the Resident’s control shall engage in any criminal activity including drug related criminal activity within the Stones Throw Community. “Drug related criminal activity” means the illegal manufacture, sale, distribution, use or possession with the intent to manufacture, sell, distribute or use of a controlled substance as defined by federal and/or state law. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by a preponderance of the evidence. A single violation of this provision shall be a material, irreparable violation of the Tenant’s Lease Agreement and sufficient cause for immediate eviction.
8. To assist you in complying with the requirements, should you choose to lease your Villa, the Association has made available documents which you may use or modify to meet your specific situation. In addition to being attached to this Leasing Policy, these documents are also available under “Stones Throw” at the website imcresortservices.com:
 - a. Stones Throw Long Term Tenant Application and Certification
 - b. Tenant Screening Authorization
 - c. Lease Addendum (Pets)

If an Owner feels that this Policy is being applied to him/her in an unfair or inappropriate manner, the Owner may appeal the matter to the Board of Directors and request a hearing in the manner provided in Article XIV of the Association Bylaws.

Adopted by the Board of Directors

March 16, 2009

BOARD OF DIRECTORS
STONES THROW VILLAS
HORIZONTAL PROPERTY
ASSOCIATION I OWNER’S
ASSOCIATION

Stones Throw
LONG-TERM TENANT APPLICATION AND CERTIFICATION

Before any lease of a Villa becomes binding upon the Owner and before the Association is obligated to permit Tenant access the Common Elements of the Stones Throw Community, each prospective Tenant must provide satisfactory information/responses to the following:

1. List the last three addresses at which you resided; the period of time when you resided at those addresses, and the name, address, and telephone number of the owner/landlord of those premises.

2. List the name, address and telephone number of your last three employers: identify the most recent position you held as an employee of each and identify the name of your supervisor/that person to whom you reported along with the telephone number for that person, and; list the dates of your employment and the reason for leaving.

3. List the name, address and telephone number of the three people who can attest to your good character, responsible behavior, and otherwise act as a reference for you, and identify your relationship with that person.

4. Have you ever been evicted? YES or NO (circle one)

5. Has anyone ever instituted eviction proceedings against you or threatened to evict you? YES or NO (circle one)

6. Has any person or entity ever refused to extend or renew a lease for you? YES or NO (circle one)

7. If you answered "yes" to one or more of the above questions, please give the name, address, and telephone number of the landlord or person involved, the basis for their action and any other information that you feel might be helpful.

8. Have you ever been convicted of a crime? YES or NO (circle one)

9. Have you or any individual intending to reside with you been listed on any state or national Offender Registry? YES or NO (circle one)

10. If your answer to question 8 or 9 above was "yes" please give the date of the conviction, the nature of the charges for which you were convicted, the sentence you received if any, and the City, County, and State in which the conviction took place.

11. If you plan to request a Parking Permit, please provide the following:

- a. Copy of Driver's License
- b. Evidence of Insurance
- c. Vehicle

Make: _____ Model: _____
Year: _____ Plate Number: _____ (include state)

12. Provide the name, address and the telephone number of a person to contact in case of an EMERGENCY:

13. Will you or any person residing with you have pet(s) at Stones Throw? YES or NO (circle one)

14. If your answer to question 13 above was (yes), please confirm that you have been informed of and will comply with the Stones Throw Pet Policy including the pet registration requirements (____ initial).

15. Please confirm that you received a copy of and will comply with the Stones Throw Rules of Conduct (____ initial).

TENANT'S CERTIFICATE

I have provided the foregoing information in support of my application to become a Tenant in Villa ____ of the Stones Throw residential community. I certify that the information given is true, complete and accurate. I further agree that if it is found that the information is not complete or if any of the information given is not true and accurate I may be subject to eviction.

Date: _____

Tenant: _____

Print Name: _____

Telephone Number: _____

**Stones Throw
TENANT SCREENING AUTHORIZATION
(Complete for Each Respective Tenant)**

Owner _____

Stones Throw Villa No.: _____

Applicant (First, middle and last names without nicknames or abbreviations of all adults who are applying to rent the Villa):

AGREEMENT

Whereas, the Owner owns the Villa, which is located within Stones Throw Condominiums (the Association);

Whereas, the Applicant is a potential renter of the Stones Throw Villa referenced above;

Whereas, it is the duty of the Association to administer the affairs of the Association in accordance with the provisions of the South Carolina Non-profit Corporation Act, the Horizontal Property Act of the State of South Carolina, the master deed and the Amended and Restated Bylaws and Rules of Conduct of the Association (the "Governing Documents");

Whereas, in accordance with the Governing Documents the Association is entitled to receive a background check with respect to potential tenants.

Therefore, it is hereby agreed, that the Association is authorized, through its officers and agents, to review and/or conduct background checks and review information about the undersigned Applicant's rental history, prior eviction actions, if any, and criminal history, if any.

The Applicant expressly waives any further notice of any action taken pursuant to this authorization, and agrees to hold the Owner, the Association and the Associations directors, officers, management and members harmless from its use of any information lawfully obtained. Any information obtained in background checks or review of information regarding the applicant's rental history, prior eviction actions, if any, and criminal history, if any, will be disseminated only to the Association's officers, directors, management and legal counsel, as well as the Owner if so requested.

Date: _____

Applicant

Stones Throw
LEASE ADDENDUM - PETS

The Tenant and Owner, as parties to a Lease Agreement dated _____ for rental of Villa No. _____ in the Stones Throw Residential Community agree:

1. The Tenant has read, understands and agrees to abide by all applicable Association rules pertaining to pets.
2. The Tenant will complete within five (5) days of the date of this Lease Addendum a Pet Application and Registration for each pet and provide evidence to the Owner that permission from the Association to harbor the pet(s) has been granted.
3. The following terms and conditions apply to all approved pets:
 - a. The pet must be in full compliance with state and local regulations regarding licensing and inoculations.
 - b. The pet must be under the complete control of a responsible human companion and on a leash or in a carrier at all times when it is outside the Villa. The pet cannot be tied to any fixed object within the Limited Common Elements and/or Common Elements of the Property.
 - c. The Tenant agrees to pay the full cost of restoring to original condition, including replacement if necessary, any area of the Villa, the Common Elements and/or the Limited Common Elements damaged by the pet.
 - d. The Tenant agrees to maintain a responsible level of care for all pet(s) kept in the Villa. This includes providing regular veterinary care, sufficient food and water, and not leaving the pet unattended for any undue length of time.
 - e. The Tenant agrees not to engage in commercial breeding of the approved pet(s) kept in the Villa.
 - f. The Tenant agrees to control the level of noise generated by the pet(s).
 - g. The Tenant agrees to allow the Owner and/or representatives of the Association access to the Villa if there is reasonable cause to believe the pet has been abused, abandoned, or injured, or if the pet is causing a prolonged disturbance. The Owner and the Association agree to attempt to contact the Tenant before entering the Villa.

- h. The Tenant agrees to pay all costs incurred if, as a result of action taken under paragraph h above, it becomes necessary to provide medical care or to board the pet(s).

- i. The Tenant agrees to indemnify, hold harmless and defend the Owner the Owner's agents, and the Association and its representatives against any liability, judgments, expenses (including attorneys' fees), or claims by third parties for any injury to any person or damage to property of any kind whatsoever caused by the Tenant's pet(s).

Owner:	Tenant:	Tenant:
Name _____	Name _____	Name _____
Address _____	Address _____	Address _____
_____	_____	_____
Phone _____	Phone _____	Phone _____
Cell Phone _____	Cell Phone _____	Cell Phone _____
E-mail _____	E-mail _____	E-mail _____
Date _____	Date _____	Date _____

Stones Throw **PET POLICY**

This Pet Policy adopted for our “pet residents” is premised on the belief that pet rules and policies are about people with pets, not only about their pets. The responsibility for behavior of the pet is the responsibility of the pet owner. Pets which are obedient and under control are enjoyed by most residents of our community whether or not they are pet owners. In order to assure that these “pet residents” do not disrupt the harmony and enjoyment of the community by all Residents, the following Pet Policy supplements the Rules of Conduct:

1. The provisions of Article IV of the Stones Throw Rules of Conduct are incorporated by reference into this Pet Policy. Also incorporated by reference are the Ordinances and other Governmental Regulations which are applicable to animals.
2. This Pet Policy is applicable to all pets whether a companion animal of an Owner, Tenant, guest of an Owner or guest of a Tenant.
3. Unless registered in accordance with this Pet Policy, no Owner, Tenant or guest of an Owner or Tenant may keep or possess a pet or animal of any kind within the Common Elements and/or Limited Common Elements and/or a Villa. The registration requirement may however be waived by the Property Manager for a “short term Tenant” occupying a Villa for a period not exceeding fourteen (14) consecutive days. **Waiver of the registration requirement shall not however be deemed a waiver of any other terms and conditions of the Pet Policy.**
4. The Association subscribes to the policy of the American Association of Zoos and Aquariums policy with regard to harboring wild animals as pets: “In view of the hazards both to animals and to man, and due to the specialized expertise required to properly care for captive wild life, the American Association of Zoos and Aquariums recommends that wild animals not be kept as pets. Therefore, “companion animals” other than common household domestic animals as defined by the Humane Society of the United States are prohibited. Common household domestic animals specifically exclude among others, snakes and reptiles of any sort, or any animal if its presence would increase the cost of any insurance premium, or if the animal is specifically excluded from coverage by any insurance policy maintained by the Association.
5. No pet deemed by the Board in its absolute discretion to be a nuisance shall be harbored in a Villa or permitted within the Limited Common Elements or the Common Elements of the community.
6. The Association will grant reasonable accommodations to any Resident who qualifies under the Federal Fair Housing Act to harbor service animals. To qualify, a Resident must have a disability and initiate a request for a reasonable accommodation, and the animal must serve a function directly related to the disability.
7. Except as provided in paragraph 3 above all pets are subject to registration. Registration shall be on forms provided by the Association and as a minimum, the following information will be required:

- a. A photograph and written description of the pet.
 - b. Pet name
 - c. Pet owner's name and telephone numbers
 - d. Applicable Villa number for registration
 - e. Evidence that the pet has received all current inoculations and licenses
 - f. Written evidence that the pet is permitted by the Villa Owner
8. The maximum number of pets which may be registered to a Villa are, in combination, three (3). No more than two of the registered pets may be dogs. Recognizing however, that the Resident(s) of a particular Villa as of the date of this Pet Policy may harbor "pet residents" exceeding this limitation, individual current pet residents will, if individually registered within thirty (30) days following adoption of this Policy, be granted "Grandfather Rights" and may be registered. The "Grandfather Rights" afforded a pet under this provision is however, individual to the registered pet and is not a "Grandfather Right" applicable to a specific Resident and/or Villa.
9. Upon registration of a pet under this Policy, the Villa Owner and pet owner each respectively agree and acknowledge that it is their joint and several responsibility to assure that:
- a. When outside of the Villa the pet is under the complete control of a responsible human companion and on a leash or in a carrier.
 - b. The person in charge of the pet immediately picks up and sanitarily disposes of the pet's animal waste.
 - c. The pet does not create a disturbance to persons and/or other pets lawfully upon the Property.
 - d. The pet does not enter the enclosed pool area.
 - e. At no time the pet is leashed to a fixed object or left unattended within the Limited Common Elements and/or Common Elements.
 - f. The pet does not damage any private property, any part of the Limited Common Elements or any part of the Common Elements.
 - g. The pet does not make or cause any noise of sufficient volume to disturb any Resident.
 - h. The pet does not create an odor that can be detected outside of the Villa.
 - i. The pet does not create any unsanitary, dangerous or offensive conditions.
 - j. The pet is prevented from attacking or otherwise interfering with the freedom of movement of any person within the Common Elements.

Complaint Procedures for Pet Policy Violation

1. Any resident who wishes to lodge a complaint asserting violation of the Pet Policy should provide the following information to the Property Manager:
- a. Complainant's name
 - b. Date and time of the incident
 - c. Positive identification of the offending animal
 - d. A fair account of the incident prompting the complaint

2. The Property Manager will make every effort to withhold the name of Resident lodging complaint, however, the Association reserves the right to use a record of the complaint, including complainant's name, if required as evidence in enforcement proceedings.
3. If deemed appropriate, the Property Manager will notify the animal control authorities of the incident.
4. If the behavior poses an immediate hazard to the health and well being of individuals, the local animal control authorities should also be contacted directly. Contact information for the animal control authorities is provided on the community bulletin board.
5. The incident should be reported immediately to the animal control authorities if the animal exhibits vicious or aggressive behavior or attacks a person or other animals.
6. Upon the petition of 75% of the Owners of Villas located within 100 feet of a Villa in which resides a specified pet, the Board may order the removal of the pet for constant and uncontrolled barking, repeated instances of wandering unattended or other repeated behavior reasonably offensive to others. The owner of the Villa harboring the pet must however first have thirty (30) days written notice in which to correct the pet's offensive behavior.

In accordance with the Rules of Conduct for the Association, this Policy will also be enforced through fines assessed against the Owner of the Villa, or in relation to whose Villa a violation of the Pet Policy occurs. If a Villa Owner or a pet's owner and/or a resident lodging a complaint feels that this policy is being applied in an unfair or inappropriate manner, they may request a hearing in the manner provided in Article XIV of the Association Bylaws.

Adopted by the Board of Directors

March 16, 2009

BOARD OF DIRECTORS
STONES THROW VILLAS
HORIZONTAL PROPERTY
ASSOCIATION I OWNER'S
ASSOCIATION

Stones Throw HPR

PET REGISTRATION

Pets are a serious responsibility and risk for each resident and guest on the property. If not properly controlled and cared for, pets can disturb the rights of others and cause costly damage for which owners may be held liable.

RESIDENT PROFILE:

Villa #: _____ Date of Registration: _____
Owner / Rental Agent: _____
REGISTRANT'S NAME (Owner or Tenant): _____
Mailing Address: _____
Home Phone: _____ Alt. Phone: _____
E-mail: _____

PET PROFILE:

Pet:	<u>#1</u>	<u>#2</u>	<u>#3</u>
Name:	_____	_____	_____
Species:	_____	_____	_____
Breed:	_____	_____	_____
Color:	_____	_____	_____
Weight:	_____	_____	_____
Gender:	_____	_____	_____
Age:	_____	_____	_____

This completed form and the following information must be provided to management:

1. photo of pet(s)
2. evidence of current vaccinations and licenses
3. evidence that pet(s) is permitted by villa owner, if registrant is a tenant

I carefully read, understand and agree to comply with the Stone's Throw pet rules and policy.

Registrant's Signature

Pass # _____

Expiration Date: _____

Initials: _____

STONES THROW, HPR - PARKING PASS APPLICATION

Please provide copies of *current vehicle registration, proof of car insurance and your valid driver's license. Tenants must also provide a copy of their current lease agreement and completed screening authorization form. Only individuals named on the lease will be given parking permits.*

Only two (2) passes (in any combination of owner decal, tenant decal and/or guest pass) per villa are permitted. *If you short term rent your villa, it is recommended that owners do not request an owner decal, rather request guest passes for term of stay for owner and guests.*

A third pass may be provided for a fee and upon approval of the regime manager.
PLACE DECAL ON THE INTERIOR PASSENGER SIDE OF FRONT WINDSHIELD.

Date of Application: _____

Villa #: _____ Owner: _____

APPLICANT'S NAME (Owner or Tenant): _____

Mailing Address: _____

Home Phone: _____ Alternate Phone: _____

Driver Information

Drivers License #: _____

State: _____

Expiration Date: _____

Vehicle Information

Year: _____

Make: _____

Model: _____

Color: _____

License Plate #: _____

State: _____

Insurance Information

Company: _____

Policy Number: _____

Expiration Date: _____

LEASE PROVIDED:

YES Lease Expires: _____

NO _____

SCREENING FORM PROVIDED:

YES NO

Please provide this form with all required documentation to:

IMC Resort Services
2 Corpus Christi, Ste 302
Hilton Head Island, SC 29928

Or Fax to: 843-785-3901

Or Email to: Jaime@IMCHHI.com

Direct Questions to:
843-785-4775 ext. 110

DO YOU HAVE A PET(S)? YES NO *If yes, please provide a completed pet registration form and required documents.*

I read, understand, and agree to comply with the parking / vehicles rules.

Signature of Applicant: _____

All information must be completed and documentation supplied before passes are assigned. One application must be completed for each vehicle.

Stones Throw
ARCHITECTURAL / LANDSCAPE MODIFICATION GUIDELINES

“Stones Throw” is a planned residential community consisting of individual Villas which were developed and are intended by the Master Deed, Bylaws and adopted Rules of Conduct, (“Governing Documents”) to create and maintain a desired tone of residential community with a harmony of external design. Except as specifically permitted in accordance with the Governing Documents, modifications to Villas are prohibited unless approved in writing by the Board of Directors. In addition to approval from the Board of Directors, permits from the town of Hilton Head, may also be required for certain modifications. Each proposal submitted will be fully considered on its own merit and waiver of any requirements in relation to a particular proposal shall not be considered to be a waiver of requirements in any future proposal which any Owner might submit.

Submission Procedures

Owners must apply for and receive written permission from the Board of Directors for all modifications. An application form is attached to these Guidelines. This form with attachments as may be appropriate (“Application”) must be submitted to the Property Manager.

Application Requirements

The following are the minimum requirements for consideration of an Application by the Board of Directors:

- A. Drawings and specifications for the proposed modifications must describe the proposed modification in a manner that will permit the Board to readily understand what the proposed modifications will look like upon completion. Drawings and specifications should include:
1. Plans and specifications necessary to describe the proposal including materials to be used in construction. If the proposed modification is to a Villa, the Owner must provide evidence that the proposed modification will not affect the structural integrity of the Villa and/or the building in which it is located.
 2. Manufacturer’s literature describing the product to be installed (i.e., windows, doors, etc.), including warranty information.
 3. Drawings and manufacturer’s literature (as applicable) which demonstrates that the proposed modification is in harmony with existing Villas and landscape design and illustrate the range of options for similar modifications by other Owners.
- B. If applicable, the unique circumstances which justify the proposed modifications.

Owner Agreement

The Owner, in submitting an Application for consideration, agrees that if the proposed modification is approved:

1. To abide by the Guidelines described in this document.
2. To assume all costs and all liabilities for personal injury or property damage which may result from the modification during construction and thereafter. The Owner agrees to indemnify and hold harmless the Association its officers, directors, management and all other Owners from any such costs or liabilities which might arise.
3. Unless specifically assumed by the Association in its grant of approval, to assume all responsibility for the maintenance, repair, replacement and, if necessary, removal of the modification. Any default in the Owner's maintenance, repair, replacement and/or removal obligations may cause the Association to hire the work done and the person performing the work shall have a right to enter for the purpose of performing the work. All costs incurred in enforcing this provision, including cost of remediation and reasonable attorney fees will be the responsibility of the Owner and will be assessed.
4. To obtain a building permit (if required) prior to commencement of the proposed modification.
5. To abide by all governmental regulations which may affect the proposed modification in any manner.
6. To obtain approval, in writing, from any Owner who might be directly affected by my proposed modification, if required by the Board.
7. To obtain certificates of insurance from any contractors hired to perform the proposed construction and upon request provide copies to the Property Manager before the start of any construction. All contractors must have public liability coverage in amounts appropriate to protect Villa Owners and the Association from any personal injury or property damage resulting from the performance of their work.
8. To comply with all conditions and requirements incorporated into any Board approval granted.

Board of Directors Review

- a.** The Board of Directors may return any Application for modification which in the Board's estimation is incomplete or does not contain sufficient information or detail to properly review the proposed modification and its compliance with the Governing Documents and the established community standards. If an Application is determined to be incomplete, the Owner will be asked to resubmit a revised Application with the required information.
- b.** Once the Board has received a completed Application, the Board shall consider the Application at its next regularly scheduled Board meeting. The Owner will be notified and invited to attend the meeting at which the Application will be considered.
- c.** Approval or denial of the Application shall be determined by a majority vote of the Board and the Owner shall be notified of approval or denial in writing. Any notice of denial from the Board shall include the reason(s) for the denial. If the Board fails to approve, disapprove or return for resubmission the Application within fifteen (15) days of its review, approval shall be deemed to have been given.
- d.** If an Application is denied, the Owner submitting the Application shall be entitled to reconsideration of the Application at a hearing conducted in the manner provided in Article 14 Section 4 of the Amended and Restated Bylaws of the Association.

The Board has the duty to enforce the Association's architectural control provisions and the Board does not offer architectural or engineering expertise. The Board's approval does not constitute an opinion that the project as proposed is in accordance with building codes or other applicable governmental and quasi-governmental regulations. It is the duty and responsibility of the applicant alone to engage an architect or other qualified person to design the plans and specifications and any requested modifications in a safe and structurally sound manner. The Owner, for itself, its heirs, successors and assigns and in consideration of approval, waives any claim for loss or damage against the Association, its officers, directors and management which may result from changes or requirements requested by the Board.

Stones Throw HPR Architectural Modifications

All modifications, including all those stated below, must first be submitted to, and approved by, the Stones Throw Board of Directors at their next scheduled meeting. The Board meets the 3rd Monday of each month, unless notified differently.

The appropriate request form should be completed and submitted to IMC for approval at the next scheduled BOD meeting. Requests may be mailed or emailed, with appropriate pictures of material to be used. Forms may be found on the IMC website, under Stones Throw downloads, <http://imcresortservices.com/properties/stonesthrow.html>

The intent of this document is to guide the villa owner in the architectural modifications and or replacement of materials relating to the exterior of the villa. Please review the ARCHITECTURAL/LANDSCAPE MODIFICATION GUIDELINES for information on submission requirements, as well as RULES OF CONDUCT for more information.

DOORS

Front door and/or trim on door will be painted the approved and designated Stones Throw color. Any storm door will be bronze/brown in color. All sliders on back or side will also be bronze/brown in color.

WINDOWS

All window and window frames replaced will match existing window and window frame. Screens will be kept in good condition and frames will be painted bronze in color. Inside window treatments, visible from the exterior of the building will be white, off-white, beige or other neutral color approved by the Board.

PATIOS

Front enclosed service area: Patio will be contained completely within the enclosed fenced area and will allow for proper drainage so as not to affect surrounding neighbors and common areas. All water valves will be kept accessible.

Back and Side patios: The patio should not extend beyond the existing patio and will not be on common area, as established by Stones Throw by-laws.

Gates: All gates will match the height of the existing fence and will be painted the approved and designated Stones Throw color. Black hardware will be used on gates.

OUTDOOR LIGHTS

One light will be allowed per entrance to each villa. Flood lights are not allowed on side or front of the villa, but may be used on back of villa. Fixtures on front will be bronze, and the side or back fixtures may be bronze or black.

OUTDOOR SHOWERS

Showers will be on front patios only and will be installed below the top of the fence line.

FENCING

Front and side fencing will be built to the established Stones Throw specifications and replacement boards will be of treated lumber. Back privacy fence is the responsibility of the Regime to replace and maintain. Owner will not install any type of additional fencing to back patio area.

HVAC

Any relocation of HVAC units will need Board approval to do so. All units will be hidden or screened as much as possible from view.

GUTTERS

Gutters may be installed at the owner's expense and with Board approval. The regime will maintain and repair the gutters and downspouts as needed.

The gutters must be installed with gutter helmet. Installation must be by a licensed and insured professional. Gutters, downspouts, and gutter helmet must be the standard approved gutter and downspout. Specifications are as follows:

Gutter:

- 6" seamless aluminum 0.027" thick
- 20 year limited prorated transferable guarantee for baked on enamel
- Hung 24" off center with heavy duty 0.063" hanger system
- Color – to match building

Downspout:

- 3" x 4"
- Color – to match building

Gutter Helmet:

- Machined 0.019" aluminum
- Baked on Kynar 500 finish
- Lifetime guarantee for performance and finish
- Hung 30" off center with 0.042" bracket system
- Color – to match building

LANDSCAPING

No additional landscaping will be added or removed by an owner beyond the limits of their front, back, or side patio area. Landscaping modifications will need to be approved by the board, including that within the patio fence. All landscaping outside the patio area is the responsibility of the association to plant and maintain.

OTHER

Any variance to these established modifications will need to come before the board with a specific explanation for the request. This includes satellite dishes, security cameras, and/or anything else that might be deemed to compromise the integrity of the community.

Approved by Stones Throw Board of Directors March 20, 2017

Revised November 29, 2018

APPLICATION
FOR
ARCHITECTURAL/LANDSCAPE MODIFICATION

Owner's Name: _____

Address: _____

Villa No. _____ Telephone No.: _____

I am the Owner of the above-mentioned Villa, and apply to the Board of Directors for approval of the proposal described below. I have received and read the Association's ARCHITECTURAL/LANDSCAPE MODIFICATION GUIDELINES and agree to the conditions and requirements stated. I also agree that upon approval by the Board of Directors of my proposal that the terms, conditions and agreements of the Architectural/Landscape Modification Guidelines are incorporated by reference into the approval granted.

Brief description of proposed change or modification:

Proposed start date: _____ Proposed completion date: _____

Name and address of contractor: _____

Contractor Telephone: _____

Submission Date: _____ Owner: _____

ATTACHMENTS:

- _____ Drawings & Plans;
- _____ Consent of Adjoining Villa Owners (if applicable);
- _____ Other

Received by Property Manager

By: _____

Date: _____