



## The Village at Olde Town HOA Guidelines, Rules and Neighborly Tips

1. Pest control is arranged privately. Because we live in a semi-tropical climate, some regularly scheduled service is recommended. If you do not spray periodically in and outside your home, you and your neighbors will suffer in terms of bugs and vermin.
2. It is strongly recommended that you see to it that your yard is taken care of every 2 weeks during the growing season. This not only makes for pleasant living, but also keeps up our property values.
3. PLEASE be CONSIDERATE of your neighbors, we all have to reside together. Keep your pets on a leash, PICK UP ANY PET WASTE, don't litter, and keep the noise to a minimum.

### SPECIAL NOTES:

1. The town and county have leash laws. Should an animal become a nuisance, or worse a hazard, the animal authorities can be called in to take action. Fines are also applicable for anyone not following these rules.
2. The posted speed limit within Olde Town HOA is 20 mph along with the reminder that the speed limit is in accordance with South Carolina traffic code and speeders can be ticketed. There are CHILDREN AT PLAY in the community, slow down.
3. The Beaufort County Sheriff has the authority to patrol the neighborhood.

### Important Phone Numbers

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Stacie Jacobs, Association Manager	843-785-4775 ext. 202
Nancy Zabala, Administrative Assistance	843-785-4775 ext. 211
NON EMERGENCY - Beaufort County Sheriff	843-524-2777
Beaufort-Jasper Water and Sewer	843-987-9200
Dominion Energy	888-251-7234
Sparklight Cable/Telephone	877-427-4729
Beaufort County Code Enforcement	843-322-7965
Bluffton Library	843-255-6490

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## Dues Information

The Board of Directors of the Village at Olde Town sets quarterly dues. The property owners at the annual meeting vote on changes for the annual dues. The amount of the dues is based on a budget submitted annually by the Board of Directors of the HOA. The fees are split equally between all homes in the HOA. Dues are considered delinquent if not paid by the 15th of each quarter (Jan, April, July, and October). If you are late in paying your dues, you will receive a delinquent letter with late fees. If payment is not received within sixty days, collection proceedings will ensue. All costs associated in the collection of your dues will be posted to your account for payment.

The basis for the dues figure comes from expenses incurred and anticipated to keep the Village at Olde Town HOA functional, safe and attractive. Line items in the budget included but are not limited to: common electricity, landscaping of the common areas, water (for irrigation), road repair, painting signs, lagoon, pathways to the lagoon and management of such. A copy of your budget is annually included with the notice of your annual meeting.

### **Rules and Regulations**

1. Each lot and Dwelling shall be used for single family residential purposes only, and no trade or business of any kind will be carried on therein.
2. Outside clotheslines for drying or airing of towels or clothes are prohibited, as well as clothing, towels, rugs or other items being hung from any railing, fence, hedge or wall.
3. No signs or advertising posters shall be permitted within any windows or on the exterior of any windows or on the exterior of any improvements on the property, or upon any portion of the property in any manner. No ornamental statues, fountains, or displays are permitted without Board approval.
4. No television antennae, radio receiver, satellite dish or other similar devices shall be attached or installed on dwelling, unless contained entirely within the interior of a building or other structure and not visible from other Lots or Dwellings. Approval from the Board is required.
5. Private water wells, septic tanks or similar sewage facilities are prohibited.
6. No building, fence, out-building, wall, other structure, driveway, fuel storage tanks, or other storage tanks shall be constructed, installed, or altered without written approval from the Association.
7. **PETS**
  - a) Animals (except house pets), livestock, birds, or poultry of any kind shall not be raised, bred or kept by any owner upon property.
  - b) Domestic pets may be kept but shall not be maintained for commercial purposes.
  - c) Pets shall not make an unreasonable amount of noise or become a nuisance.

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- d) Structures for the care, housing or confinement of a pet are prohibited on Common Area.
  - e) Pets shall be leashed at all times when outside of the home.
  - f) Owners must dispose of pets' droppings in trash receptacle immediately
  - g) Violation of the above-mentioned pet rules may result in a \$50.00 fine to the owner of the Lot or Dwelling
8. No resident of the Property shall:
- a) Dump, place or accumulate on any portion of Property rubbish, debris, any nuisance or odor as to create a property to be unsanitary, unsightly, offensive or detrimental to process using or occupying any other portions of the Property.
  - b) Do not leave trash cans at curb, except for pick-up days. All trash cans must be stored in garage or screened enclosure. Violation of such may result in fines.
  - c) All residence shall exercise extreme care to avoid unnecessary noise which could disturb other residents; to include but not limited to the use of musical instruments, radios, televisions, stereos, amplifiers, horns, whistles, or bells. Excessive noise is further defined as that which can be heard beyond the perimeter of the Dwelling itself.
  - d) Do not act so as to interfere unreasonably with the peace and enjoyment of the other owners, families, tenants, guests, invitees, servants or agents.
9. Storage or parking on any Lot or within any portion of the Common Areas except in garage area of Dwelling or other area designated by the Board of Directors, of any disabled vehicle, mobile home, or trailer (with or without wheels), motor home, tractor, truck (other than pick-up trucks), commercial vehicles of any type, camper, motorized camper or trailer, boat or other watercraft, boat trailer, motorcycle, motorized go-cart are prohibited.
10. Non-licensed motorized vehicles are prohibited from use on The Village at Olde Town roads, alleyways or common areas.
11. Time-Sharing time interval or similar right-to-use interval ownership programs are prohibited
12. a) Short-term rental of any dwelling (weekly or monthly) shall not be allowed. Only rentals for a period of greater than six (6) months or longer shall be allowed.
13. Owners may store Boats, RV's, Trailers, etc. which are properly licensed within the designated storage area located on the common property adjacent to the BJWSA pump station. Space is limited and utilization is determined on a case-by-case basis based upon availability, the execution of a Liability Waiver, and payment of the applicable fee. The HOA assumes no liability for property damage and/or theft. The HOA may remove any property stored within the area for violations, lapse in licensing, failure to execute the Liability Waiver, failure to pay fee pursuant to the Fee Schedule, or any other reason as determined by the HOA.

14. Discharge of fireworks is prohibited.
15. Discharge of firearms is prohibited with the exception of law enforcement or for personal defense as permitted by law.

### Schedule of Fines

Violation	1 <sup>st</sup> Offence	2 <sup>nd</sup> and Subsequent Offence(s)
Failure to Remove Pet Waste	Warning	\$80.00
Unleashed Pet	Warning	\$80.00
Unreasonable Noise/Nuisance	Warning	\$100.00 per incident
Disabled Vehicle	Warning	Tow at owners' expense
Boat, trailer, RV on street	Warning	\$50.00
Trash can left out	Warning	\$50.00
Parking outside the lines	Warning	Tow at owners' expense
Overcrowding home	Warning	\$50.00 per day
Attack/Injury by Dangerous dog breed	Warning	\$100.00 per incident
Parking in yellow	Warning	\$80.00 and/or towed at owners' expense
Parking beyond signage	Warning	Tow at owners' expense
Non-licensed vehicles	Warning	\$50.00 per day
Front Porch disorder	Warning	\$100.00
Neglected painting	Warning	\$100.00
Home washing	Warning	\$80.00
Overdue Plant Trimming	Warning	\$80.00
Garage, Backyard, or Area Garbage Accumulation	Warning	\$80.00 per occurrence or the actual cost to remove debris, whichever is greater

#### Additional Notes

1. The Association reserves the right to take other action to enforce the rule, regulation and Covenants in addition to imposing a fine or fines.
2. All unpaid fines shall be treated as any unpaid assessment and shall constitute a lien on the owner's property pursuant to Article XI Sections 11.1 of the Covenants.
3. This listing of fines is in addition to any other fine set forth in the Covenants or By-laws

4. Provisions for Enforcement through Fines a violation will remain for 6 months from the original date the violation was issued. If the same issue occurs within the 6-month period, the violation will escalate to the next stage of fining. A courtesy letter informing an owner of the compliance issue will be sent via email. If not email is on file the notice will be mailed via standard USPS.
  
5. To assist in the enforcement of these regulations, a fine system has been established as follows:
  - a. The property owner is notified of the violation with the corresponding fine of \$25.00, if applicable, and is given 3 days for correction in cases affecting public health and 7 days for others.
  - b. A second fine of \$50.00 is imposed if, after 14 days, no correction is made or if the same behavior is repeated.
  - c. A third fine of \$100.00 is imposed after 30 days if no correction is made.
  - d. Additional fines of \$100.00 can be accumulated per day and imposed after thirty days if no correction is made.
  - e. All fines will be applied directly to the owner's account and treated like any other outstanding balance (i.e., late fees, legal fees, or even a lien on the property may be incurred if left unpaid). Fines incurred by tenants are the responsibility of the owner and will be billed to the owner's account. Our intention is not to create hardships for any owner but to have a standardized procedure for rule compliance. If an owner has any questions or issues with a notice or fine, they should contact the management company, which will present their appeal to the Board of Directors.

**Schedule of Fees**

<u>Description</u>	<u>Fee</u>
ARC Application	\$35.00 per application
New structure application architect deposit	\$2,500.00 per application
Storage area use	\$200.00 per year

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## Parking Regulations

The definition of Commercial vehicle shall be as follows:

There shall be a classification of Commercially Registered vehicle, which shall include vehicles registered as a commercial vehicle and/or vehicles with a weight class of one ton and over. The classification of Commercial Vehicle shall include any vehicle under one ton used for business and will include a vehicle with business signage and visible tools of trade.

No commercially registered vehicle is permitted access to the residential sections of the Village at Olde Town, except for such times that vehicle is providing the service for which it is registered to a property or home. Commercial vehicles are permitted access to and from a home, however parking of that vehicle is not permitted on the street, and commercial vehicles must be parked on properly designated parking areas, such as a garage or parking pad.

**All vehicles parked illegally shall be towed from the property and it will be the owner's responsibility to recover the vehicle, including any fees that may apply. The Association has no responsibility for any vehicle that is towed.**

- I. Commercial vehicles are permitted to park only in the driveway of the associated home.
- II. Street parking will be allowed under the following:
  - a. Vehicles must be legally able to park in the community. Non-licensed motorized vehicles are prohibited from use on The Village at Olde Town roads, alleyways or common areas.
  - b. Vehicles must be parked within the marked lines of the parking space.
- III. No boats, trailers, RV's, campers, U-Hauls or like vehicles are permitted to park in the community unless in a garage. You may contact management prior to request Board approval for short term parking of such in the community storage yard.
- IV. No vehicles of any kind are permitted to park on any portion of personal property other than the garage, carport, and/or parking pad.
- V. No vehicles of any kind are permitted to park on any portion of Association common property unless approval has been obtained to utilize the designated storage area.
- VI. **Parking at yellow curbs is prohibited.**

The Board has made provisions for every residence to have parking for up to two vehicles per home. If you have a parking pad or garage, these spots are considered part of your individual parking provision, even if you do not currently utilize it for parking. If your property does not include a parking pad or garage for no more than two (2) vehicles you may use the designated marked parking spaces along the street. The designated marked street parking spaces are not allowed to be used as permanent parking for a vehicle. Also, marked spaces along the street are first come first serve.

