



Homeowners Association  
General Information

# Rules & Regulations

Revised April 14, 2010

# Persimmon Hill Homeowners Association General Information

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## Rules and Regulations

The following guidelines have been established by the Board of Directors of the Persimmon Hill Homeowners Association and are in part, directly or indirectly, taken from the Declarations of Covenants, Conditions and Restrictions for Persimmon Hill. Violators of these Rules and Regulations are subject to assessments and penalties.

*Article VII. Section I(a) of the Bylaws of the Association gives the Board of Directors the authority to "adopt and publish rules and regulations governing the use of the Common Area and facilities, the personal conduct of the Members and their guest thereon, and to establish penalties for the infraction thereof".*

### GENERAL RULES

1. No activity is permitted on the property, which might cause damage to lawns, landscaping, buildings, pavement or other personal property. If damage is caused to any common area or another owner's property due to actions of a homeowner, a household pet, guest or occupant, the owner of the unit will be responsible for repair charges as determined by the Board of Directors and/or Management Company.
2. All trash must be stored in sanitary containers. Containers may be placed at the curb the day before pick up and returned to the rear of the residence, or in a closed garage, the same day as the pickup. Each owner is responsible for keeping his/her unit and surrounding area clear of all rubbish, debris and other unsightly material.
3. Littering of any kind is prohibited.
4. On the front porch, you may have outdoor furniture consisting of no more than two chairs and a small table (including rockers or benches). The furniture must be made of wrought iron, wood or heavy-duty vinyl. There should be no molded plastic, wicker, rattan, PVC, canvas, fabric, beach chairs, etc (excluding cushions). Furniture must be in good repair, well-maintained and clean. The aesthetics of the porch furniture is at the discretion of the Architectural Review Committee or Board of Directors.
5. No household furnishings, equipment, lawn furniture, grills, lawn ornaments or personal property are allowed in front of a unit. No children's play objects or bicycles shall remain outside the front of the unit overnight.
6. A maximum of five live-potted plants on the front porch (combination of hanging and potted). If you are going to hang plants, we are asking that you use white enamel-covered hooks. We do not want rust to damage the metal eaves. Plant stands are acceptable. The aesthetics of the porch furniture is at the discretion of the Architectural Review Committee or Board of Directors.
7. Flowers may be planted in existing beds only. No other plants may be placed in the ground in front of a home or in a common area without approval. Residents

- are not permitted to have any type of landscaping border. Up to five solar lights are permitted on residents lot in flowerbeds. Solar lights must be a black fixture with a white light. Solar lights cannot be on walkways or driveways. Solar lights must be approved by the ARC committee prior to installation.
8. All garden hoses, in the front or side of the unit must be on a reel or in an enclosed container, stored as near to the water spigot as possible. Exposed hoses must be Earth tones (grey, green or tan & no neon colors). Under no circumstances should a hose reel be attached to the unit. Storage of garden hoses must not interfere with the regular landscape maintenance.
  9. Owners must get approval from the Homeowners Association for any additions, or changes to the outside of their unit, i.e.: satellite dishes, porches, fences ... These guidelines are specified further in this document.
  10. Unsightly outdoor storage of personal property shall not be kept on porches, patios or yards (front or rear). The appropriateness of items are at the discretion of the Architectural Review Committee or the Board of Directors.
  11. All holiday decorations must be removed 2 weeks after the holiday. Lights and decorations cannot be placed in the common area. If the common areas are decorated, it will be done by the Homeowners' Association. The installation of any decorations cannot damage or perforate the exterior of the unit.
  12. Loud or disturbing noises or vibrations are not allowed in Persimmon Hill i.e.: noisy late night parties, loud stereo systems in your residence or in your car. No physical or verbal abuse is permitted and is subject to civil charges filed by the complainant.
  13. Home offices shall be allowed provided they do not create any traffic other than the owners and occupants of the residence.
  14. The only type of flag that is permitted to be displayed is the American Flag. Residents must seek approval from the Community Manager or Board of Directors before the installation of any brackets on the building. The displayed flag may not be larger than approximately 2.5'x 4' and the maintenance and respectful upkeep of the flag is solely the responsibility of the homeowner.
  15. One seasonal garden flag is permitted as long as it does not exceed 24 inches in height. Garden flag must be installed in the flowerbeds on a black rod iron.
  16. No more than three garden statues are permitted on any one lot. Garden statues must be no taller than 18 inches in height.
  17. For sale signs may be placed inside a window of a resident. Any other sign, including For Rent, Political etc., are not allowed. Signage for a security system may be placed as close to the front door as possible.
  16. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats and other household pets may be kept, provided they are not bred or maintained for any commercial purposes.
  17. Dog owners must keep their dogs on a leash and under control at all times. If your dog is staked out, it must remain exclusively on your lot.
  18. Pet owners must pick up animal waste. Goose Creek City Ordinance requires that pet owners collect and remove waste; a fine up to \$1,087.50 may be levied, by the city of Goose Creek, for noncompliance with the city ordinance. Residents are encouraged to report offenders to the City of Goose Creek, Code Enforcement Office.

## **RULES FOR PARKING**

1. Homeowners/residents shall have the use of two (2) parking spaces. Homes that have a garage must park in the garage and in the attached driveway. (Article 111, Section Three)
2. RVs, trailers, boats, campers, tents, shed vessel (containers) or temporary structure shall not be place on the property. (Article N, Section Six)
3. Storage pods may not remain on the property for more than 72 hours. Also, the pod must be contained within one of the resident's two parking spaces.
4. No unregistered or inoperable vehicles shall be parked on the property.
5. No commercial vehicles shall be parked on the property. A commercial vehicle is defined as a vehicle with advertising of any kind, or bas visible tools and/or supplies (wood, pipes, ladders...). This also includes any oversized vehicle. Public safety vehicles are exempt, as long as the vehicle is located in one of the resident's two designated spaces. (Article IV, Section Six)
6. Parking spaces in front of the pool are for use by residents using the pool.

## **PROHIBITED PARKING AREAS**

Parking is prohibited in unpaved areas, walkways, or along curbs not marked for parking. Parking on the lawns by residents. guests or service people is strictly prohibited. Any damage caused by parking in prohibited areas will be billed directly to the offending resident.

## **OTHER VEHICLE REQUIREMENTS**

In addition to satisfying all aforementioned criteria for an approved vehicle, any vehicle parked on Persimmon Hill property must (if applicable):

- a) Be able to operate under its own power. (A vehicle with a flat tire is considered inoperable.)
- b) Display current and valid license plate@).
- c) Be properly maintained, to include proper repair of broken windows, flat tires.
- d) Car alarms, stereos or any other sound-emitting device must be in compliance with and will be subject to the City of Goose Creek's sound ordinance and Persimmon Hill Homeowners Association's Rules and Regulations.

## **USE RESTRICTIONS**

To ensure that all residents enjoy safe and attractive parking areas and receive the benefits expected from proper and courteous use of such common elements by others, the following restrictions apply to the use of parking areas:

- a) Only vehicles displaying handicap license plates or other legal identification may occupy spaces reserved for handicap parking.
- b) Vehicles shall not be parked in a manner which interferes with or impedes vehicular access to any adjacent parking spaces.

- c) Changing and disposal of motor oil or other vehicular fluids anywhere on Association property is prohibited.
- d) Repairs or maintenance of vehicles anywhere on Association property is prohibited.

## **PARKING OR STORAGE**

- a) No vehicle may be stored in the visitor parking spaces at any time. Periodic movement of any otherwise stored vehicle for the sole purposes of evading enforcement of this restriction is strictly prohibited.
- b) No recreational vehicle, commercial truck, commercial bus or other commercial vehicle of any kind shall be permitted to be parked overnight upon any portion of the property within Persimmon Hill.
- c) No junk, inoperable or unlicensed vehicles, recreational vehicles, house trailers or commercial or industrial vehicles, such as but not limited to, moving vans, trucks, tractors, trailers, vans, mini-bikes, four-wheelers, wreckers, hearses, buses, boats, boating equipment, travel trailers, camping trucks or camping equipment shall be regularly or habitually parked on the street within the community, or otherwise within the boundaries of the community, including the Common Areas, except upon the written approval of the Persimmon Hill Homeowners Association. Persimmon Hill Homeowners Association is not be required to provide a storage area of these vehicles.

## **ENFORCEMENT OF RULES AND REGULATIONS**

- a) Vehicles in violation of this policy resolution will be subject to towing 24 hours a day without warning at the owner's risk and expense.
- b) Vehicles parked in such a manner as to prevent towing of another vehicle that is in violation of this policy resolution will be subject to towing 24 hours a day without warning at the vehicle owner's risk and expense.
- c) Towing from an assigned or reserved parking spot shall be authorized by the owner and/or the resident to whom that space has been assigned.
- d) Towing from the common areas other than Reserved Numbered Spaces shall be authorized only by the Board of Directors or by its authorized Designee. There will be no liability to Persimmon Hill Homeowner's Association, the Board, the Officers, other Persimmon Hill members or their Designee(S) for towing a vehicle in violation of the governing documents or the duly adopted rules and regulations. Information regarding towed vehicles may be obtained from the Goose Creek Police Department, who will be notified when towing is implemented against a violating vehicle.
- e) Owners of violating vehicles will be charged with any and all expenses incurred by Persimmon Hill Homeowners Association for repairs to damaged common areas caused by said vehicles. In the case of damage to the common areas by guests of any owner, the owner of the unit will be charged. If the resident is occupying a rental unit, the unit owner will be charged.

Nothing contained herein shall constitute a waiver of the rights or remedies available to the Association under the law.

ALL owners are responsible to ensure that their family members, visitors, guest, tenants and agents observe and comply with the policy resolution and with all Rules and Regulations as may be adopted by the Board.

## **RULES FOR THE POOL**

1. No bottles, glasses or other glass items are allowed.
2. No animals are allowed inside the fenced area.
3. Skateboards, rollerblades, bicycles are not allowed in the pool area.
4. No loud radios are allowed. No physical or verbal abuse is permitted and is subject to civil charges filed by the complainant.
5. Food or drinks are allowed in the pool area; drinks must be in non-glass containers. No food, drinks or smoking is allowed in the pool.
6. Guests are allowed in the pool area only when accompanied by a resident.
7. The pool gate must be closed at all times. Please do not allow non-residents into the pool area.
8. Children under the age of 16 are not allowed in the pool area unless accompanied by an adult.

NOTE: The operation of our pool is under the jurisdiction of DHEC. Violations of any of the above may result in DHEC closing the pool.

## **RULES ENFORCEMENT**

Rules violations are to be reported to the Management Company. The complaint will be investigated as soon as possible. If the report of violation is accurate, written notice will be sent to the owner. The first notice of the violation will be regarded as a warning, unless otherwise stipulated in the Association rules. If after 10 days from the date stamp of the notice, the violation is not cleared or is repeated, a Penalty & Enforcement Fee will be levied against the owner as follows until the violation is cleared. The fine for violations is \$25.00 per day. The daily fines will continue until the violation is corrected. Vehicles parked on the property in violation of the covenants are subject to the daily fine and/or will be towed.

## **BOARD CONSIDERATION**

If a resident receives a Notice of Violation that they deem as unwarranted and the matter is not adequately resolved directly with the Community Manager, the resident may request a hearing with the Association's Board of Directors. A written request for a hearing must be presented to the Management Company within 10 days of the date of the initial violation notice. The date and time of the hearing is at the discretion of the Board of Directors.

- a) The President shall serve as hearing officer and preside over the hearing, unless otherwise determined by the Board. Association legal counsel may attend at the request of the Board.
- b) At the beginning of the hearing, the hearing officer shall explain the rules and procedure by which the hearing is to be conducted. The Board may determine the manner in which the hearing will be conducted, so long as the rights set forth in the governing documents are protected. The hearing need not be conducted according to technical rules relating to evidence and witnesses. The Board may consider any evidence that it deems reasonable.
- c) Neither the Complainant nor the Respondent need be in attendance at the hearing. At the request of either the Complainant or the Respondent, the Board may agree to conduct the hearing in private session.
- d) To be effective, a decision of the Board shall be by a majority vote. The decision shall be written and distributed to the parties within seven days of the conclusion of the hearing.

## **PROCEDURES REGARDING RESALE OR LEASING OF THE UNIT**

In the event of any resale of a unit, the following procedures should be followed:

1. A written notification should be sent to the management company when the unit is available for re-sale.
2. If you are no longer residing in the unit, an alternate address and phone number must be provided to the management company.
3. Units may be listed through an agent or broker, but keep in mind the regulations regarding signage.
4. If a paid assessment letter is needed, a minimum 2-day notice is required.
5. After your unit is sold, a copy of the closing statement must be sent to the *management company for the name transfer on the account.*

6. Upon selling and/or renting a unit, a copy of the Covenants & Restrictions, Bylaws and Rules and Regulations must be presented to the new owner/renter.

Leasing of your unit:

1. Unit owners intending to lease their unit must provide the management company with an alternate address and phone number of the unit owner.
2. The name and phone number of the tenants residing in the unit and the length of the lease.

## **ARCHITECTURAL REVIEW COMMITTEE STANDARDS & GUIDELINES**

The following criteria created by the Persimmon Hill Homeowners' Association, Inc. ("Association") are subject to revisions by the Board of Directors ("Directors") and are to be used by the Architectural Review Committee for reviewing and approving applications.

Any exterior additions or alterations must be submitted to the Architectural Review Committee via the enclosed application. As designated further in this document, alterations are subject to a one-time fee of \$75. This fee covers the expenses incurred by the preliminary review, final review and follow up. Several minor alterations are exempt from the ARB review fee, but said alterations must be completed within the specified guidelines.

### **APPLICATIONS ARE ONLY CONSIDERED WHEN SUBMITTED BY THE LISTED HOMEOWNER!**

In the event that a homeowner does not acquire adequate approval or does not follow the specified guidelines, said homeowner will be responsible for any expenses incurred in returning the structure to a state that is acceptable to the Persimmon Hill Homeowners Association. Additionally, the Covenants provide for imposition of fines and other sanctions.

A drawing of your proposed addition or alteration must be attached to this application. Please show as much detail as possible and include location in reference to your home. **A copy of your surveyors' plat must be included.**

As of the approval of date of this alteration, you accept full responsibility for the altered area and agree to maintain it in a safe and presentable condition.

With any addition or alteration, the maintenance, repair and upkeep is solely the responsibility of the homeowner.

Any damage caused to the structure at anytime, due to the addition or alteration, is solely the responsibility of the homeowner.

The homeowner accepts the responsibility for the contractor or installer of any addition or alteration.

When applicable, the homeowner/contractor is responsible for obtaining any and all necessary permits and governmental approvals (this is included in your \$75 application fee).

## **Guidelines:**

### **Locks, Peephole, and Door Knockers** (*application fee not required*)

- Homeowners are responsible for their doorknobs and locks. Any replaced doorknobs and locks must match the originally installed brass hardware.
- Peepholes or doorknockers are permitted.
- All metal must be brass.

### **Satellite Dish** (*application fee not required*)

- Satellite dish must not be larger than 18 inches.
- The dish may not be installed on the shingles, bricks, siding, decks, patio or any other structure on the property. **DO NOT INSTALL ON THE ROOF!**
- The dish may be installed on your eaves.
- If the dish is mounted on a pole no larger than six feet, it must be placed as close to the home as possible.
- If your satellite dish is installed over any underground utilities, the homeowner should understand that the utility companies have the right to remove or damage your dish in the event of repairs, at the homeowner's expense. Before installation, your installer must check for underground lines prior to digging. *Utility companies are not responsible for reinstalling or repairing your dish.*
- Installer must exercise care around landscape material.
- All wires must be buried and the homeowner is responsible for the wires, should they be cut for any reason or by any person.

### **Storm Door** (*application fee not required*)

- Storm door must be full view glass (split glass is permitted)
- Storm door must be trimmed in white
- Must have brass handles, locks, and hardware
- Screen door is permitted on the storm door with the following conditions:
  1. Must be trimmed in white
  2. Must have brass handles, locks and hardware
  3. All screens must be maintained in excellent condition (i.e. no tears or holes)

The ARC committee has the right to deny an application if the requirements are not met.

### **Landscaping** *(application fee not required)*

- With the exception of seasonal flowers, planted in an existing bed, planting of shrubs and trees, must be approved by the ARC.
- Installed landscaping can not disturb or disrupt the existing landscaping.
- Landscaping that can potentially grow large, pose a hazard and/or maintenance challenge will not be approved!
- The Homeowners Association and landscaping company will not accept responsibility for any landscaping installed by a homeowner. Sufficient distance should be maintained to allow for the mechanical edging, to avoid damage to your plantings. The Association and landscaping contractor is not responsible for any damage incurred by the equipment or weed control chemicals.

### **Fencing**

- Fencing must be white vinyl.
- Fence height must be either: 6-foot privacy with tongue and groove pickets with flat post caps or 3-foot high, 3 1/2-inch pickets spaced 2 1/2 inches apart with flat post caps
- If your fence is installed over any underground utilities, the homeowner should understand that the utility company has the right to remove your fence in the event repairs are necessary. The utility company will not be responsible for reinstalling or repairing your fence.
- The fence cannot block any existing drain pattern. The fence location cannot impede storm water flow, especially storm water in swales. If these guidelines are disregarded, the homeowners will be responsible for all costs to correct the problem (including possibly removing the fence).
- After installing your fence, the homeowner is responsible for maintaining the enclosed area (i.e. any landscaping, grass...).
- The fence is only allowed within your deeded property.
- A copy of your surveyors' plat must be included.
- Your fence cannot restrict a neighbor or utility company's reasonable access path (5'0" wide or more of level ground outside the fence) from the back of the fence to rear and both sides of the home.
- No exposed electric shock wires are permitted under any circumstance either as part of fencing or as any part of your property.

### **Porch Enclosures**

- No structural work should be performed other than install in non-load bearing framing to support the enclosure wall, windows and doors.
- Support framing must be wrapped with white vinyl coil. No wooden or metal framing should be exposed.
- Any damage to common elements resulting from the installation of the porch will be repaired and replaced at the homeowner's expense.
- A copy of your plat must be included.
- The installer must exercise care around landscape material.

### **Awnings**

- Due to the lack of a covered patio, awnings are & permitted on the basement units, Awnings are only permitted on the back of the unit, above the upstairs deck.
- The awning must be a solid color. No patterns.
- Awning must be retractable.
- A color swatch must be submitted with the application. Color must be as close to the color of the siding as possible (match will be determined by the ARC).
- Awning frame must be white.
- The awning must have straight edges (no scalloped edges).
- With any addition or alteration, the maintenance, repair and upkeep is solely the responsibility of the homeowner.
- Any damage caused to the structure at anytime, due to the addition or alteration, is solely the responsibility of the homeowner.
- The homeowner accepts the responsibility for the contractor or installer of any addition or alteration.

### **Gutters & Downspouts**

- No applications for gutter and downspouts will be accepted at this time.