

**Guidelines  
For  
Community Living  
Rules and Regulations**

**Retreat at Charleston National  
Property Owners' Association, Inc.**

**Revised October 1, 2009**

**Managed by Community Management Group  
843-795-8484**

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### **Guests**

If you have guests, it is your responsibility to make sure that these guests abide by the community guidelines. If a guest breaks any of the rules and regulations, the Association can take action against you as if you had committed the violation yourself. One of the most important issues for residents is to make sure that their guests are respectful of not only rules and regulations, but of community residents in general.

### **Obstruction**

The entrances, passages, corridors, stairways and parking areas and other Common Areas or Limited Common Areas of the Community shall not be obstructed, encumbered or used for any purpose other than ingress and egress to and from the Community and/or Units and other purposes for which they are intended and no carriages, bicycles, motorcycles, mopeds, wagons, carts, chairs, benches, tables, toys, grills, garden hoses not enclosed in an approved hose reel cabinet or other objects or things regardless of the nature thereof shall be left or stored therein.

### **Residential Use**

All Units shall be used for private residential purposes exclusively. An Owner of a Unit shall comply with any local, county, or state private residential use Occupancy statutes regarding the number of residents allowed for that Unit. Limited Business Use shall be permitted as follows:

- a) The occupation, profession or trade must be a secondary use of the Unit.
- b) The occupation, profession or trade must be carried on wholly within the Unit.
- c) No merchandise or article shall be displayed for advertising purposes or displayed in such a way as to be visible from outside the Unit.
- d) No person, not a resident of the premises, shall be employed unless such employees or consultants, etc. work elsewhere than at the Unit.
- e) No traffic shall be generated by such home occupation, profession, or trade in greater volume than would normally be expected in a residential neighborhood, and any need for parking shall be met in the driveway for that Unit.
- f) The occupation, profession or trade shall generate no noise, vibration, glare, heat, smoke, odor or dust perceptible to adjacent or nearby Units.
- g) The occupation, profession or trade shall be licensed if required by the Town of Mount Pleasant and shall meet any and all requirements of the Customary Home Occupation zoning code of the Town.

### **Persons**

No person shall play or loiter in the hallways, corridors, stairways or public areas of a similar nature in the Community.

### **Firearms and Fireworks**

The display or discharge of firearms or fireworks on the Common Elements is prohibited; provided, however, that the display of lawful firearms on the Common Elements is permitted for the limited purpose of transporting the firearms across the Common

Elements to or from the Owner's Unit. The term "firearms" includes "B-B" guns, pellet guns and other firearms of all types, regardless of size.

### **Outside Burning**

There shall be no exterior fires. Charcoal grills are not permitted anywhere within the Community. Gas grills can only be used 15' away from the building, preferably in the driveway of an individual Unit. Barbecuing with gas or charcoal grills is absolutely prohibited upon the Limited Common Areas, balconies, decks, patios, walkways between Units, or in any Units.

### **Storage**

All other personal property of an Owner shall be stored in his/her respective Residential Unit. No structures of a temporary character, trailers, sheds, tents, shacks, barns or other outbuildings shall be erected by any owner or occupant on any portion of the Common Area or Limited Common Area. The use of a portable household storage container shall be limited to three days only. Owners who need to store their possessions for a period of time longer than three days must arrange for the portable container to be removed from the Limited Common Area or Common Area and stored elsewhere.

### **Articles**

No garbage cans, supplies, bottles, garden hoses not enclosed in an approved hose-reel cabinet or other articles shall be placed in the corridors, on the balconies, decks, patios, stairways, in any Common Area or Limited Common Area of the Project, nor shall lines, cloths, or clothing be exposed on any part of the windows, doors or balconies, decks, or patios or be exposed on any part of the Common or Limited Common Areas. Maintained flower boxes or baskets may be displayed only with written permission obtained from the Association. Any approved flower boxes or hanging baskets must be safely installed and removed during major storms. Any planters shall be of a high quality and made of ceramic or metal or other attractive and permanent material. Garden hoses may be stored in the walkways in an approved enclosed hose reel cabinet. Approved samples of storage containers are attached. No open hose reels with exposed hoses are permitted.

### **Debris**

Common or Limited Common Areas shall be kept free of rubbish, debris, garbage or unsightly material.

### **Safety**

Owners shall take reasonable precautions not to permit anything whatsoever to fall from his/her Unit nor shall he/she sweep or throw from the Unit or other part of the Community any dirt or substance into the corridors, halls, balconies, decks, patios or other similar areas in the Condominium.

### **Trash**

Refuse, rubbish and garbage shall be disposed of in a manner provided for and not placed outside in the corridors, hallways, balconies, decks, patios or stairways, etc., at any time or for any reason. Garbage cans, recycling containers, trash containers, boxes, bags, and

other trash or debris shall be stored in the garage and not outside of that enclosed area and shall not be placed out until after 6:00 p.m. the night before pickup and all empty containers shall be removed the evening on the date of pickup.

### **Windows**

The Owners of any Unit shall, at his/her own expense, clean, repair and maintain both interior and exterior surfaces of all windows. Drapes or shades covering the windows in individual Units shall be completely lined with white lining, except those drapes or shades used in the model units for such time as they are used as model units.

### **Fire Equipment**

Fire prevention and fire fighting equipment, if any, throughout the Community shall not be tampered with at any time.

### **Parking**

The parking spaces and facilities shall be used exclusively for parking of automobiles except upon written consent of the Board of Directors and then only in areas designated by the Board. Vehicles shall be parked only in driveways, appropriate marked spaces or designated areas in which parking may or may not be assigned. Vehicles are to be parked in individual unit driveways or placed within garages when not in use and the garage doors are to be kept closed. The mail kiosk parking area shall be used for drop off and pickup of mail only and shall not be used for overflow or overnight parking by any Owner, Guest, or other Occupant of any Unit. Vehicles shall be subject to such reasonable rules and regulations as the Board of Directors may adopt. The Association may designate certain on-street parking areas for visitors or guests subject to reasonable rules. Except as herein provided, no trailers, tractors, campers, recreational vehicles (RVs), wagons, boats, portable household storage containers, or trucks that exceed three-quarter ton or other commercial type motor vehicles shall be parked within the Community except vehicles while loading and unloading at any designated loading area. No boats or trailers or unlicensed moped type vehicles **or vehicles with business advertising on the exterior** shall be allowed to be kept or operated on the property of the Regime. No repair work on motor vehicles shall be allowed in the parking spaces except emergency repairs. Only legally registered and operating vehicles are permitted on the grounds of the Community. Automobiles or other allowed motor vehicles shall not be washed in the parking spaces or upon the Common Area of the Regime. Automobiles or other allowed motor vehicles may be washed in the Limited Common Area driveway of a Unit.

### **Noises**

No Owner, his family, employees, agents, visitors, guests, invitees, licensees, tenants or lessees shall make or permit any disturbing noises in the Common or Limited Common Areas of his/her Unit. Nor shall any such person do or permit to be done anything that will interfere with the rights, comfort or convenience of the remaining Unit Owners or Occupants. No Owner, Guest or other Occupant shall operate any motorized vehicle or play any musical instrument, phonograph, radio, television, or sound amplifier in such a manner or volume so as to disturb or annoy any other Unit Owner or Occupant. Wired

stereo systems on the porch of any Unit are prohibited. Notwithstanding anything to the contrary, no Owner or Occupant of a Unit may use or allow the use of the Unit, the Common Areas or the Limited Common Areas in any manner which creates noises between the hours of 11:00 p.m. and 7:30 a.m. which can be heard by persons in another Unit that will, in the sole discretion of the Board, interfere with the rights, comfort, or convenience of the other Owner(s) or Occupant(s). Construction activities and noise levels shall be in compliance with the Town of Mount Pleasant ordinances in effect at the time of construction. Construction shall take place between 7:00 a.m. and 7:00 p.m. Monday through Friday, and between 7:00 a.m. and 5:00 p.m. on Saturdays. Interior construction work only shall be permitted on Sundays from 12:00 noon to 6:00 p.m. provided such interior work does not produce a noise level that disturbs neighboring residences.

### **Pets**

Pets shall be kept or maintained on or about the Community only if the Owner is granted a conditional license to maintain one (1) pet by the Association. Such a license will be granted subject to the following conditions and reservation:

- a) Acceptable Pets: Unless the Board of Directors grants a waiver of this condition, the only pets to be permitted on the Community property shall be dogs which are under thirty (30) pounds when fully grown and cats, small birds and fish.
- b) It shall be the responsibility of the Owner to pay for any and all cost involved in restoring to the original new condition any damage caused to the Community property by a pet.
- c) An Owner shall be financially responsible for any personal injury or personal property damage caused to any Owner, tenant, guest or employee of the Association, or to any member of the public as a result of the Owner's maintenance of a pet.
- d) Pets must be carried in arms or on a leash when taken outside of a Unit.
- e) Pets must not be curbed near the buildings, walkways, shrubbery, gardens, planting areas or public space. Pets may be walked and curbed only in the Limited Common Area of an Owner's individual Unit, on roadways, and on the Nature Trail. Each Owner shall be responsible for cleaning up or removing from the Property any pet waste.
- f) Guests, tenants and visitors of an Owner shall not be permitted to bring any pets onto the Community property other than those allowed in Section (a).
- g) The Board of Directors may, upon their sole determination, revoke or terminate the above conditional license if a pet is either vicious or is annoying other Unit Owners or Occupants or is otherwise a nuisance.

### **Advertising**

No ads, signs, posters, or advertisement of any kind shall be posted on the walls, windows or doors in the interior or exterior of a Unit or the Common Area or Limited Common Area of the Community. Under no circumstances will signs offering the Unit for rent or sale be posted on the interior or exterior of a Unit or the Common Area or Limited Common Area except in a form and in such location as provided by the Association. The provisions of this section shall not be applicable to the Developer or

institutional holder of any first mortgage which comes into possession of any Unit by reason of any remedies provided by law or such mortgage or as a result of a foreclosure.

### **Leasing of Units**

Units may be rented according to the following provisions:

- a) Copies of all leases shall be deposited with the Association.
- b) Tenants shall abide by the Association's rules and regulations and failure to do so shall result in the immediate eviction of the offending tenant or tenants. Owners shall be required to inform tenants of the rules and regulations in writing at the time of leasing and shall be held responsible for any damage that may result from the tenants' occupancy of the Unit.
- c) The lease for any Unit within the Community shall contain provisions to the effect that the rights of the tenant to use and occupy the Unit shall be subject to and subordinate in all respects to the provisions of the Master Deed and the By-Laws and to other reasonable rules and regulations imposed by the Association.
- d) Leases shall be for a minimum of six (6) months in duration.

### **Air Conditioning Units**

No Owner shall install or cause to be installed window units or wall air conditioning units. Only condenser units tied into an approved system and approved in writing by the Board of Directors of the Association may be placed on the balconies, decks or patios.

### **Hazards**

Nothing shall be done or maintained in any Unit or upon any Common Area or Limited Common Area which will increase the rate of insurance on any Unit or the Common Areas or Limited Common Areas, or result in the cancellation thereof, without the prior written approval of the Board of Directors. Nothing shall be done or maintained in any Unit which would be in violation of any law. Charcoal grills are not permitted anywhere. Gas grills can only be used 15' away from the building, preferably in the driveway of an individual Unit. Barbecuing with gas grills is absolutely prohibited upon the Limited Common Areas, balconies, decks, patios, walkways between Units, or in any Units.

### **Commercial Activities**

No Unit or Common Area or Limited Common Area shall be used for commercial activities of any charter except home occupations as defined in the Residential Use section. This section shall not apply to the use of the Common Area or Limited Common Area and of a Unit owned by the Developer for display, marketing, promotional or sales purposes or as a "model" Condominium Unit.

### **Wiring**

Unless there is previous written consent of the Board of Directors of the Association, no radio, television or CB installation including any antenna, tower, dish, rod, wire, array, or communication apparatus for the transmission and/or reception of electromagnetic waves or other wiring shall be installed on the exterior of the Building or in Common Area or Limited Common Area. No free standing transmission or receiving towers shall be

permitted. The installation of satellite dishes for the purpose of receiving television programming is allowed provided that the dish is obscured from view by a roofline or is screened in accordance with Association guidelines and not visible from the streets, walkways, golf course, or other Units, and provided all installations are approved in advance by the Association. In the event that any portion of this restriction is deemed to contravene any governmental regulation pertaining to satellite dishes, then the governmental regulation shall apply and the remaining portion of this restriction shall be applicable. Any installation or wiring made without consent is liable to be removed without notice and at the cost of the Owner for whom such wiring or apparatus was installed.

### **Exterior Walls and Balconies**

Unless there is previous written consent of the Board of Directors of the Association, no owner shall paint, modify, attach to, or improve the exterior walls or balconies of his Unit. An American Flag may be displayed in accordance with The Freedom to Display the American Flag Act and in adherence to the US Flag Code instructions and rules for display and use. The Freedom to Display the American Flag Act prohibits a condominium association from adopting or enforcing any policy or agreement that would restrict or prevent a member of the Association from displaying the flag in accordance with the Federal Flag Code on residential property to which the member has a separate ownership interest. An Owner who displays an American Flag upon written consent from the Board of Directors shall be responsible for repair of any damage caused by the installation. No bicycles or trash containers may be stored on the balconies or patios of Units. Patio furniture may be placed for use on balconies or patios. Lawn furniture may be stored on balconies or patios of Units if such items are not taller than 36" high and cannot be visibly viewed from other Units or other portions of the Property. Whenever possible, such items should be stored in garages. No grills shall be operated on the balconies or decks of the Units. A hot tub may only be installed with written permission of the Developer or Board of Directors and such hot tub may be installed or operated only within the screen porch of said Unit.

### **Awnings**

Without the previous written consent of the Board of Directors of the Association, no blinds, shades, glass, jalousies, ironwork, screen, awning, panels or covering shall be affixed or attached to the outside of the building or the exterior windows, doors, balconies, decks, patios or interior doors leading onto the corridors. Shade umbrellas may be used on a deck or approved patio but must be closed overnight.

### **Time Sharing**

Subject to applicable law, no time sharing or vacation time sharing plans are permitted to be entered into by any Owner or their agents, tenants, guests or invitees. Further, subject to applicable law, no Owner may sell his/her Unit on a time share plan (even though the purchaser received an undivided fee simple deed) or lease his/her Unit on a vacation time share leasing plan which otherwise means arranging, planning or similar device whereby membership agreement, lease, rental agreement, licenses, use agreement, security or other means whereby a tenant and/or purchaser received a right to use accommodations

or a Unit or facilities or any of the above, but does not receive an undivided fee simple interest in the property for a specific period of time during any given year.

### **Use of Common Areas**

Limited Common Area shall be for the exclusive use of the Unit Owner, other Occupant, Tenant, or Guest. Each Owner, Tenant or Occupant of a Unit may use the Common Areas for the purpose for which they are intended without hindering or encroaching upon the lawful rights of the other Owners, Tenants or Occupants, subject to the Developer's rights to use the Common Area. No vehicles shall be permitted to be parked on any grass or landscaping area. No boats of any kind, including power boats, inflatable boats, rafts, personal watercrafts, or other flotation devices, shall be permitted on any lagoon, lake, or pond. No swimming or wading shall be permitted in any lagoon, lake, or pond, or wetland area. Fishing shall be allowed for Charleston National residents only. No structures either temporary or permanent and including recreational items such as basketball goals or soccer or hockey nets or other sports apparatus may be built or installed on Common Area. The Common Areas are available for use subject to the following conditions and reservation:

- (1) The Common Areas are open for the use of Retreat property owners and their guests.
- (2) Private and Community-wide events may be scheduled and held from time to time. **The hosting property owner must be in attendance at any scheduled event.**
- (3) Events must be scheduled through Community Management Group – 795-8484, and will be classified as one of the following:
  - (a) Small Event – groups of 25 or less – **Member Fee: \$25.00.** Event does not require a security deposit. All garbage generated must be bagged and removed from the premises. The Common Area will be inspected the following business day after the event. Any damage will be billed to the hosting property owner. Event must be scheduled through Community Management Group.
  - (b) Medium Event – groups of 26 – 50 – **Member Fee: \$25.00.** Event will require a non-refundable inspection fee of \$50. All garbage generated must be bagged and removed from the premises. The Common Area will be inspected the following business day after the event. Any damage in excess of the inspection fee will be billed to the hosting property owner. Event must be scheduled through Community Management Group.
  - (c) Large Event – groups of 51 – 150 – **Member Fee: \$50.00.** Event will require a \$100 refundable security deposit and payment of the prevailing inspection fee of \$50. All garbage generated must be bagged and removed from the premises. The Common Area will be inspected the following business day after the event. Any damage noted will be deducted from the deposit. Any damage in excess of the deposit will be billed to the hosting property owner. Event must be scheduled through Community Management Group.

- (4) **The property owner requesting the event is responsible for the conduct of all guests associated with a private activity.**
- (5) Events organized chiefly for minors **MUST** be supervised by responsible adults at all times and in all areas.
- (6) Neither the community management company nor the POA assumes any liability for personal injury to or for the loss of personal property of property owners or their guests using The Retreat Common Areas.
- (7) By order of the Fire Marshall, no grilling, grease cooking or deep frying will be allowed in the Common Area in or near any pinestraw or mulch areas.
- (8) Host agrees to respect the “quiet enjoyment” of the residents of the community.
- (9) No fireworks of any kind are permitted at any time.

Alcoholic beverages may be in the Common Area but the liability is the responsibility of the homeowner. Homeowners will be required to get a rider added to their homeowner’s insurance policy for the date/day of the party. Homeowners may contact their insurance company for additional information regarding this item.

#### **Abandoned Personal Property**

Abandoned or discarded personal property, other than an automobile is prohibited from being stored, kept or allowed to remain for a period of more than twenty-four (24) hours upon any portion of the Common Elements or Limited Common Elements without the prior written permission of the Board. If the Board or its designee, in its sole discretion, determines that property is being kept, stored or allowed to remain on the Common or Limited Common Elements in violation, then the Board may remove and either discard or store the personal property in a location which the Board may determine.

Prior to taking such action the Board shall place a notice on the personal property and/or on the front door of the Owner’s Unit of such property, if known, specifying the nature of the violation and stating that after two (2) days the property may be removed and either discarded or stored. The notice shall include the name and telephone number of the Person or entity which will remove the property and the name and telephone number of a Person to contact regarding the alleged violation.

The Board, in its discretion, may determine that an emergency situation exists, and the personal property abandoned or stored in violation of this subparagraph may, without prior notice to the Owner or User of the personal property, be removed and either discarded or stored by the Board in a location in which the Board may determine; provided the Board shall give to the Owner, if known, notice of the removal of the property and the location of the personal property within three (3) days after the personal property is removed.

If the personal property is removed in accordance with this subparagraph, neither the Association nor any officer or agent of the Association shall be liable to any person for any claim of damage resulting from the removal activity or subsequent disposition thereof.

### **Heating of Units in Colder Months**

In order to prevent breakage of water pipes during colder months of the year that might result in damage to any portion of the Regime, increased Common Expenses, increased insurance premiums or cancellation of insurance policies due to numerous damage claims, the thermostats within the Residential Units shall be maintained with the heat in an “on” or “automatic” position and at a minimum temperature setting of fifty-five degrees (55°) Fahrenheit (except during power failures or periods when heating equipment is broken) whenever the temperature is forecasted to or does reach thirty-two degrees (32°) Fahrenheit or below. Owners and Occupants of Units shall take all steps reasonably necessary on a timely basis to keep heating equipment, including, but not limited to, the thermostat, in good working order and repair.

### **Unsightly or Unkempt Conditions**

The pursuit of hobbies or other activities, which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken on any part of the Property. Clothing, bedding, rugs, mops, appliances, indoor furniture and other household items shall not be placed or stored outside the Unit.

### **Garage Sales**

Garage sales, yard sales, flea markets or similar activities are prohibited unless and to the extent conducted under the auspices of the Association.

### **Covenants Enforcement**

The Retreat at Charleston National is obligated to enforce or cause to be enforced the requirements of the Covenants Conditions and Restrictions for the Association, these rules and other rules which may be adopted and/or published from time to time. Enforcement actions will include notification by letter to the address of record for the Owner. This written notification shall include the alleged violation, the action required to abate the violation, a time period of fifteen days during which the violation may be corrected without sanction and a statement that any continued violation may result in the imposition of a sanction. Sanctions will include laddered fines from \$25 or more for a first infraction, and may be imposed with prior notice of the infraction. Subsequent violations may result in additional and more extensive fines depending upon the number of previous infractions or the seriousness of a violation which may pose a danger to person or property and which may require that immediate action be taken. Fines will be imposed against the Owner’s account and collected as Assessments. At the discretion of the Board, subsequent action may include additional fines, legal action and correction of the violation by the Association, the cost of which will be charged to and payable by the property owner. An Owner may request a hearing with the Association Board to discuss or resolve the situation. An Owner who observes a violation of the Rules and Regulations may contact Management or the Association, which will follow up on the reported infraction.

### **Assessment Collections**

Payment of Assessments is required for The Retreat at Charleston National Property Owner’s Association to operate and provide services to the members. Collections

policies provide for collection of late fees, interest, collections fees and legal fees. Prompt payment of Association billings is required of Owners.

**Rules and Regulations**

The Board of Directors will be entitled to promulgate reasonable Rules and Regulations from time to time, which will be binding on the Association and all Owners and lessees of Owners, their families, invitees and guests, regarding the use and enjoyment of Units, Common Area, and Limited Common Area. Copies of the current Rules and Regulations will be furnished to Owners and lessees of Owners.

*Any violation of any of these preceding restrictions shall be sufficient to bring judicial action against the violator. Action can be filed by the Board of Directors on behalf of the Owners and the Board shall have the powers and duties as are set forth in the Master Deed and the Charter and Bylaws.*