

# **RULES AND REGULATIONS**

*FOR*

## **Lexington Green Association, Inc.**

1208 Bush River Rd.  
Columbia, SC 29210

Managed By: Association Management Professionals LLC  
PO Box 2328  
W. Columbia, SC 29171

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*The following Rules and Regulations for Lexington Green Association Inc superseded any previous editions published. This document has been recorded in Richland County on June 11, 2019 and Lexington County on June 10, 2019.*

***Rules and Regulations for Lexington Green Association Inc. 1208 Bush River Road, Columbia, SC 29210***

In a condominium community such as ours governed by a Master Deed and By-Laws, with common areas available to all residents, certain rules and regulations are required so that all residents and owners may enjoy their home in a quiet, peaceful and civil environment.

These Rules and Regulations, duly adopted by your the Board of Directors "Board" are authorized by the Master Deed and By-Laws governing this condominium regime; and as such, they supplement the requirements of governing documents of the regime and may be enforced in accordance with those documents.

**1. Fines, penalties and assessments to unit owners and tenants**

If a unit owner, his/her tenant, and/or guests violates any of the Rules and Regulations as adopted by the Board, the Managing Agent shall notify the unit owner and tenant (if applicable) in writing of said violation. After notice, if the violation is not satisfactorily cured, the sufficiency of the cure to be within the sole discretion of the Board or Managing Agent, the Board by impose on the owner initial fines as stated in each section. If a fine is not listed, an initial fine of Fifty dollars (\$50.00) will be imposed with a continuing fine increasing to \$100, \$200 etc. until violation is satisfactorily cured. Nothing contained herein shall be construed as meaning that the fines or penalties set out in this Section, are the exclusive remedy of the Board, and the Board may, in its sole discretion impose the other sanctions set out in these Rules and Regulations as they may be applicable.

**2. Criminal Activity Prohibited**

- a. No resident or any member of residents household, occupant, guest or other person under the resident's control shall engage in any criminal activity, including drug-related criminal activity, on the premises of Lexington Green, nor shall any resident or any member of residents household, occupant, guest or other person under the resident's control commit any act or omission tending to aid or facilitate any criminal activity, including drug-related criminal activity, on the premises of Lexington Green.
- b. No resident or any member of resident's household, occupant, guest or other person under the resident's control shall permit his/her unit (lease or otherwise) to be used for criminal activity, including drug-related activity.
- c. No resident or any member of resident's household, occupant, guest or other person under the resident's control shall possess illegal drugs, or engage in the manufacture, sale or distribution of illegal drugs on the premises of Lexington Green
- d. No resident or any member of resident's household, occupant, guest or other person under the resident's control shall engage in acts of violence including, but not limited to, the unlawful discharge of firearms, fireworks or other explosives on the premises of Lexington Green.

ANY VIOLATION OF THE ABOVE PROVISIONS SET OUT IN a. THROUGH d. ABOVE SHALL BE CONSIDERED A MATERIAL VIOLATION OF THE ANY RENTAL LEASE AND GOOD CAUSE FOR TERMINATION OF THE TENANCY. The Board or managing agent or attorney will place the unit owner or his/her authorized agent on written notice when such violations as set out occur and give the owner fifteen (15) days to initiate eviction proceedings against the offending tenants. Thereafter, if the tenant does not leave the premise and the owner does not initiate eviction proceedings in the time allowed, the Board will take legal action to evict the offending tenant in which case the owner shall be responsible for, and shall be required to pay, a \$500.00 eviction fee and all costs, including attorney's fees, incurred in the eviction process.



### 3. Leases

- a. **All prospective tenants at Lexington Green must be approved by the Board of Directors or its Managing Agent prior to occupying a Unit.** The unit owner or his/her authorized agent must submit an application for approval for all new tenants to the Managing Agent and **must sign an Agency Appointment appointing Lexington Green's Board of Directors or the association's managing agent the owner's agent for the limited purpose of enforcing the provisions of Section II of these Rules and Regulations should the owner fail to do so (a copy of the Agency Appointment is attached hereto on page 13).** The application process will consist of a National background check. The non-refundable fees for this service will be \$25.00 for each adult. An adult is any person 18 years of age or older. The Managing Agent will notify the unit owner or his authorized agent in writing as to the decision of the Council on occupancy within three (3) business days of receiving the application. The tenant is deemed approved if Managing Agent fails to respond. A prospective tenant can only be rejected for having a criminal record for violent crimes, for crimes against property, distribution of drugs and for any other crimes which may endanger other owners and tenants, said decision shall be within the discretion of the Board. Unless appealed, the decision is final. An aggrieved owner or prospective tenant may appeal the decision of the Managing Agent to the Board of Directors. The appeal hearing must be held within ten (10) business days of the request or the tenant is approved. The decision of the Board as to occupancy is within its sole discretion and is final. No one will be allowed to move into Lexington Green whose application has been denied. All persons occupying units at Lexington Green in violation of this approval policy shall be subject to immediate eviction by Lexington Green. Unit owners or their authorized agents who violate this approval process or allow unapproved occupancy of their units shall be responsible for, and shall be required to pay, a \$500.00 eviction fee, together with all costs, including attorney's fees, incurred in the eviction process.
- b. **All leases shall provide the full name and social security number for every tenant and occupant of the property.** All leases shall be in writing and shall be for a term of not less than one month. All leases shall provide that tenant shall be bound by, and subject to, the Rules and Regulations of the regime in language substantially complying with the following:
- In addition to all the other covenants and conditions of this lease, your tenancy is governed by the Rules and Regulations of Lexington Green Association Inc. ("Lexington Green"), a copy of said Rules and Regulations are attached hereto and made a part hereof. Should you violate any of these Rules and Regulations, you will be in default under the lease and shall be required to vacate the premises upon notice of said violation.
  - A copy of the Rules and Regulations shall be attached to every lease and shall be delivered by the Unit owner to the tenant.
- c. If a unit owner has leased his Unit, then he shall be deemed to have assigned all his right to use all common elements, including, but not limited to any other common area amenities to his tenant. Without the written permission of the Board of Directors or the managing agent, such unit owner shall not be entitled to use the common elements without written permission of the Board.

4. **Unit Occupancy Limitations:** The following occupancy limitations have been incorporated into the Lexington Green Rules & Regulations as of May 1, 2019. No more than four(4) occupants per unit, this is adults and children.

5. **Water Leak Procedures for Owners and Tenants**

Water coming into your unit from above unit:

- a) If water is coming in at an excessive rate: Knock on your upstairs neighbor's door and see if they have water in their unit and can determine what is leaking. If what is leaking can be turned off and water stopped then do so immediately. If water issue cannot be found and turned off and your unit is flooding, call 911 for the fire department and they will come cut off the water to building, also call association management with details. Remember if you have two units above you, you may need to check with both units.
- b) If you notice a water spot on walls, ceilings or floors and it is not flooding your unit, call association management for directions.

Water coming into your unit from floor/foundation areas:

- a) Check under sinks, dishwasher, fridge or washing machine to make sure that water is not leaking from any of these areas. Check water heater/HVAC closet and verify this is dry. If it is determined that these appliances are not the source of the water leak, call association management and report details to determine the next course of action.

**Please be aware that if water issues are not reported in a timely manner and excessive damage occurs because of not reporting, owner will be responsible for damages. Owners if you rent your unit, please make your tenants are aware of this. Just because a unit is rented is not justification for water leaks to go unreported.**

6. **High Water Bills**

When a water bill for a building is excessively high (more than \$100 over average bill), the Board has the right to issue an assessment of \$50 per month on running toilets, leaking faucets, leaking showers or any other fresh water leakage found in the unit. This assessment process will be as follows;

- a. A notice will be sent to residents/owners when a building's bill is excessively high, and owner will be given two (2) weeks to inspect and repair any fresh water plumbing issues. If owner finds issue and repairs, please notify association management along with a copy of repair bill.
- b. If management must do a plumbing inspection after the two weeks, any problems found in any unit will be issued an assessment of \$50 along with the cost (or divided cost) of the leak detection service.
- c. Repairs must be made immediately by owner or the \$50 assessment will be issued every month until the issues are fixed, and management is notified by copy of the repair bill.

7. **Lexington Green Clubhouse Rules**

There rules for using the clubhouse that are included with the clubhouse rental application.

8. **Grills: Gas and Charcoal**

No gas or charcoal grills are allowed on property. This includes usage or storage of such. Only electric grills can be used. A resident will be notified once of this issue and assessed \$25.00 if not complying with these guidelines.



## **9. Balconies/Patios & Unit Exteriors**

No cooking is allowed on balconies or patios except electric grills. Items should not be thrown off balconies or patios onto common grounds. No items should be hung on railings nor clothes line strung within patio/balcony area.

Balconies and patios are not for storage. Outdoor furniture only may be used on balconies and patios and should have an uncluttered appearance and be free of stored items. Any household furniture on balconies is not permitted due to fire hazards. The Board has a reasonable right to state if a patio is being used as a storage area and/or needs to be decluttered. Owner/resident will be notified in writing if there any violations of this and given 30 days to comply or an assessment of \$50 per week will be issued until in compliance.

There are to **be no exterior changes** to balconies/patio, windows or doors (including unit entry door) without an application for modification or improvement sent to management for review and approval by Board of Directors. Failure to comply with result in immediate request for removal of the non-approved modification and could result in non-compliance penalties.

Any exterior modifications must be approved by the Board. This includes any type of lattice or cover at the balcony railings. Any modifications done without approval will need to be removed immediately. If not removed, a fine of \$50 per week will be assessed. Any modifications to be kept in good maintained condition. If owner fails to comply with HOA requests for repair, the HOA will have work done and billed back to owner along with an extra handling charge for coordinating repairs.

No external antennas or satellite dishes are allowed.

## **10. Windows: Signage, A/C, Curtains/Blinds**

Protruding window air-conditioning units are not permitted. No A/C units can overhang from the exterior of the window. If reported, the owner/resident will be charged \$50.00 per week until unit is removed.

All windows must have blinds that face to the exterior of the building must be white or off-white. No dark wooden or colored blinds or colored curtains are permitted facing the exterior. Blinds and coverings are to be without tears or broken slats and must fit the window frame. Owner/resident will be notified in writing if there any violations of this and given 30 days to comply or an assessment of \$50 per week will be issued until in compliance. Patio doors can be curtains, but must be white or off-white facing exterior. Windows are not to be covered by plastic.

Screens and glass for windows and sliding doors must be in good condition and properly placed. Owner/resident will be notified in writing if there any violations of this, given 30 days to comply or an assessment of \$50 per week will be issued until in compliance.

There are no signs allowed on property to windows other than those placed by Association. This includes but is not limited to for sale or rent signs.

## **11. Vestibules, Common Areas, Lawn**

Vestibules are not to be used for storage of health equipment, bicycles, toys, water bottles, shoes, excess furniture, etc. All personal items outside need to be on the patios and not in the common walkways. Owner/resident will be notified in writing if there any violations of this and given 15 days to comply or an assessment of \$50 per week will be issued until in compliance.

Cigarette butts are not to be thrown in any common area or from balconies. These must be disposed of in proper containers. No personal items are to be placed or stored in yard areas or up against buildings. If items are found and not removed when notified, they will be disposed of and resident charged for disposal. No food is to be left outside for stray cats or other animals. No trash is to be



left in walkways, bagged or otherwise. Resident must immediately take trash to dumpsters. There is no outside water usage allowed. Owner/resident will be notified in writing if there any violations of these items for correction. Any further violation after notification will result in a \$25 assessment per incident.

## **12. Vehicles and Parking**

- a. Parking is restricted to resident of units and their guests. Each unit is allowed two (2) parking spaces. The Board has the right to restrict the number of vehicles per unit if parking becomes an issue.
- b. Each unit will be assigned on space near their perspective building. These spots will be numbered and guaranteed to the resident of the unit which it is assigned. The resident has the right to tow out of their assigned space only. All second vehicles can be parked in unmarked spaces, which is where any guests will also need to park.
- c. Assigned spaces will show preference to those with state-issued handicapped tags. Assignments may be changed by the Board to accommodate future handicapped residents.
- d. Campers, boats, trailers and trucks larger than pick-ups will not be parked in the Lexington Green Complex, including on Lexington Green Circle and Skyland Drive road side.
- e. All vehicles parked at Lexington Green must be operational and have a current registration. Non-operational vehicles and vehicles with expired tags will be ticketed notifying owner he/she has three (3) days to rectify or remove their vehicle from the premises. After five (5) business days, the management company will order the vehicle towed at the owner's expense. Management, Board of Directors or an Authorized Representative are authorized to tag such vehicles. Hand-made "plates" or signs are not authorized.
- f. Except for work required to resolve unexpected emergencies, mechanical work to vehicles will not be done at the complex.
- g. No car washing is permitted on property.
- h. No vehicle is to be parked any place on the property other than designated parking spaces. No type of vehicle or trailer is to be driven on grass.
- i. Vehicles are not to be stored or used for storage on Lexington Green property. Vehicles must move from parking space every 14 days. Any vehicle not moved will be deemed inoperable or being stored and will be tagged for towing.
- j. The speed limit on the complex is 10 miles per hour. Since the parking areas can restrict the vision of drivers, drivers must exercise maximum alertness and care.
- k. All paved areas are for vehicular traffic only. For Safety, there will be no skateboarding, ball playing or other recreational activities on paved areas.
- l. Only one car is to be parked per spot with the exception of motorcycles or scooters, which may share a space. One vehicle cannot take up to spots.
- m. No parking in front of dumpsters, fire hydrants or entry walkways.

## **13. Sales and Solicitation**

No sales of any kind are allowed on Lexington Green property; including yard sales, estate sales, etc. Solicitation (to sell an idea or product) on the property is not permitted. Anyone who sees or is approached by individual(s) soliciting on the grounds should inform them that solicitation is not permitted on the property and the individual(s) should leave. If the individual(s) fails to comply, notify Management or call the Police.

## **14. Garbage/Trash**

There is no disposing of large items (furniture, mattresses, etc.) on property. Residents will not throw trash anywhere on property, this will be considered littering with appropriate fines and cost for cleanup.



Dumpster pick-up is generally twice per week based on sanitation schedule. Please bag all trash and refrain from placing bags outside the dumpsters. Outside trash attracts unwanted varmints. Please always keep dumpster doors and lid closed. For dumpster problems, please contact Management.

Owner/resident will be notified in writing if there any violations of these items for correction. Any further violation after notification will result in a \$50 assessment per incident.

## **15. Pet Rules**

- a. All pets must be registered with association management. Must include unit #, pet owner contact number, pet name, photo, type of dog/cat and proof of vaccinations, per Lexington and Richland County regulations.  
For Lexington county go to: [lex-co.sc.gov/departments/animal-services](http://lex-co.sc.gov/departments/animal-services)  
Richland County go to: [richlandcountysc.gov/Government/Departments/Animal-Care/Licensing](http://richlandcountysc.gov/Government/Departments/Animal-Care/Licensing)  
Failure to comply with this will result in an assessment of \$25 per week from HOA.
- b. Dogs cannot be housed or left unattended on patios/balconies. Owner/resident will be notified in writing if there any violations of this for correction. Any further violation after notification will result in a \$25 assessment per incident.
- c. There is no feeding of stray animals. Anyone found leaving food/water bowls outside will be fined \$25 per incident.
- d. Pets are not allowed in the pool area, unattended in stairwells, hallways, balconies, patios or any common areas.
- e. Owners will insure that pets do not relieve themselves near walkways, entryways, flowerbeds, parking lots, or lawn areas near buildings. You are required to pick up after your pet and dispose of properly. Owner/resident will be notified in writing if there any violations of this for correction. Any further violation after notification will result in a \$25 assessment per incident.
- f. Dogs must be kept on a leash when outside the confines of your unit or car.
- g. Pet owners are responsible for controlling their pet's actions, noises, odors and wastes. Owners are responsible for any damages and repair cost caused by their pets. Dogs who bark excessively are considered a nuisance.
- h. The Association's Board of Directors will have the authority to restrict the number and types of pets that belong to residents of any one unit. This is in accordance with Lexington Green Association, Inc.'s Insurance policy.
- i. The Association's Board of Directors will have the authority to require owners of dogs that demonstrate an inclination toward aggressiveness have insurance to cover liabilities.
- j. Any resident who experiences a problem resulting from violation of the guidelines should try to resolve it first with the pet owner, if identified. If the personal approach does not bring satisfactory results or if the owner is unknown, the complaint should then be addressed to Management which will be forwarded to the Board for review and resolution. (See Section 6(2) page 104 of the Master Deed.)
- k. Any resident/owner with persistent and/or unresolved complaint issues will be asked to remove pet permanently from property.

## **16. General Liability/Miscellaneous**

- a. To maintain a pleasant atmosphere of our community, all minors from ages 13-17 must be accompanied by a parent or guardian in common areas between sunset and 6:00am. All children 12 and under must be supervised by parents or guardians at all times.
- b. There is to be no playing in parking lots for safety of everyone and to avoid damage to vehicles. Play can be done in open field next to clubhouse, no hard balls allowed. Whiffles ball or rubber balls must be used when batting.

- c. Excessive noise in complex will not be tolerated. Noise pollution carries a fine. Loud car stereos are not tolerated at any time. Excessive noise anywhere on property between 10am and 7am will be reported and police will be called.
- d. Do not dispose of grease, oil, food scraps, rags, wipes (even if they say flushable) and personal hygiene products down the waste pipes (sinks, toilets, shower). Such actions have caused and will cause sewer backups into first floor units. If the cause of a backup is traced to a specific unit, then that unit's owner will be financially responsible for paying the service charges to unclog the lines and any damage resulting from clog.

#### **17. Insurance and Fire Code**

- a. All units must carry a current and valid individual condominium insurance policy to cover contents and interior upgrades of unit. There must also be intrusion coverage of water from your unit to another from pipe leaks, overflowed tubs/sinks or something of the like.
- b. Smoke alarms **MUST** be installed in each unit. It is Fire Code that at least 3 detectors are in each unit. Each bedroom and at beginning of hallway to bedrooms. Smoke detectors should be replaced every ten (10) years. This is subject to inspection by the Board of Directors or managing agent.
- c. Each unit **MUST** have a 1A fire extinguisher in the kitchen. **Never** throw water on a grease fire or a smoking greasy pan.
- d. A fire escape ladder is suggested for all second and third-story units.
- e. Open flames are never to be used at or near building. This includes but not limited to grills, tiki torches and fire pits.

In summary, violators of the rules and regulations of Lexington Green Association are subject to monetary penalties. All penalties are cumulative and will be responsibly of the unit owner.

The Board of Directors and managing agent are empowered to enforce these rules and levy penalties.



STATE OF SOUTH CAROLINA )  
COUNTY OF RICHLAND )

**LEXINGTON GREEN HORIZONTAL  
PROPERTY REGIME  
RULES AND REGULATIONS**

Pursuant to SC Code 27-30-130 (a) (1) and the Master Deed for Lexington Green Horizontal Property Regime recorded March 12, 1982 in Book D603 at Page 622, the undersigned Property Manager of Lexington Green Horizontal Property Regime certifies that the attached rules are the operative Rules and Regulations of the Association.

LEXINGTON GREEN ASSOCIATION, INC.

BY: Michelle Miller (SEAL)  
Michelle Miller  
Property Manager

June 7, 2019

Book 2401-251

2019040867 06/11/2019 15:41:18.990

ByLaws - HOA

Fee: \$13.00

County Tax: \$0.00

State Tax: \$0.00



2019040867

John T. Hopkins II

Richland County R.O.D.

STATE OF SOUTH CAROLINA )  
COUNTY OF LEXINGTON )

**LEXINGTON GREEN HORIZONTAL  
PROPERTY REGIME  
RULES AND REGULATIONS**

Pursuant to SC Code 27-30-130 (a) (1) and the Master Deed for Lexington Green Horizontal Property Regime recorded March 12, 1982 in Book 506 at Page 111, the undersigned Property Manager of Lexington Green Horizontal Property Regime certifies that the attached rules are the operative Rules and Regulations of the Association.

LEXINGTON GREEN ASSOCIATION, INC.

BY: Michelle Miller (SEAL)  
Michelle Miller  
Property Manager

June 7, 2019



**2019024830** BK: 20820 PG: 1419 - 1426 8 PGS  
RESTRICTIONS  
Rec: \$14.00 Cnty: \$0.00 State: \$0.00  
June 10, 2019 09:24:53 AM  
**FILED IN LEXINGTON COUNTY, SC**

*Tina Quarry*