

STATE OF SOUTH CAROLINA COUNTY OF <u>RICHLAND</u>)))	FILING OF NOTICE OF THE REGULATIONS AND POOL RULES FOR CARNABY SQUARE ASSOCIATION, INC. (See Book 534/Page 232)
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WHEREAS this Notice of the Carnaby Square Association, Inc. (the "Association") is executed this 1st day of November, 2022 (the "Effective Date") by the undersigned duly authorized representative of the Association.

WHEREAS the Association was formed by the Developer/Declarant in accordance with the Declaration which is dated the 21st day of February, 1980, and recorded in the office of the ROD/RMC for Richland County on the 21st day of February, 1980, in Record Book 534 at page 232, (the "Declaration"), as amended from time to time; and

WHEREAS the South Carolina Homeowners Association Act, *S.C. Code Ann. 27-30-110, et. Seq.*, (the "Act") requires the Association to record a copy of all governing documents, rules, regulations, and amendments to rules and regulations, as defined in the Act, of the Association in the office of the ROD/RMC in the County in which the subdivision is located; and

WHEREAS the Association desires to comply with the requirements of the Act by filing this Memorandum and the attached governing document, rule, regulation, or amendment to the rules and regulations of the Association (hereinafter the "Filing") as set forth in the Exhibit attached at the end of this Memorandum;

NOW THEREFORE, the undersigned officer of the Association hereby records and certifies that the Filing as set forth in Exhibit "A" attached to this Memorandum is current, as initially adopted or, where applicable, as last amended by the Association as of the Effective Date to the best of the undersigned officer's knowledge and belief.

Book 2806-1557		
2023000140	1/3/2023 13:17:05:353 Restrictions	
Fee: \$25.00	County Tax: \$0.00	State Tax: \$0.00
2023000140 John T. Hopkins II Richland County R.O.D.		

IN WITNESS WHEREOF, the undersigned officer of the Association has caused this instrument to be executed the day and year first above written.

WITNESSES:

Jeanett Estes
Witness #1

JEANETT ESTES
(Print Name)

Elizabeth S. Pitts
Witness #2/Notary

Elizabeth S. Pitts
(Print Name)

Homeowners Association, Inc.

By: M. Judson Smith

M. Judson Smith for MJB Inc.
(Print Name)

Its: Association Treasurer

STATE OF SOUTH CAROLINA)

) ACKNOWLEDGMENT

COUNTY OF Richland)

I HEREBY CERTIFY, that on this 1st day of November , 2022, before me, the undersigned Notary Public of the state and county aforesaid, personally appeared known to me (or satisfactorily proven) to be the persons whose name is subscribed to the within document, who acknowledged the due execution of the foregoing instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above mentioned.

Notary Public for South Carolina
My Commission Expires: 8/20/25

Billy Decker
(Print Name)

CARNABY SQUARE HOMEOWNERS ASSOCIATION

Rules and Regulations

Every reasonable means have been taken to insure that your residency is safe, pleasant and enjoyable. This property is privately owned by owners of their units.

We are required to abide by certain standards.

Consideration and courtesy to others, plus your cooperation in maintaining an attractive home will help sustain the high standards of this complex.

The following rules and regulations are intended for the comfort, welfare and safety for you and your visitors, and are to maintain the appearance and reputation of our complex. They will be amended from time to time to achieve this purpose. Your cooperation will be greatly appreciated.

Any co-owner, tenant or guest is bound to comply with the following Rules and Regulations

Any act which endangers the life, safety, property or peaceful enjoyment of the complex or its occupants is a violation of our Master Deed and is grounds for civil action against owners, or in the case of renters, grounds for eviction.

Occupancy is limited to two persons per bedroom. Any variation must be approved by the Board of Directors.

All guests of a resident shall register with the office within 2 days of arrival at the complex.

A guest is a person (s) whose stay does not exceed 15 consecutive days or 30 days per year.

Any rule or regulation set forth in this document that is in conflict of the Master Deed, the Master Deed shall prevail.

1. REGIME FEES are due the first day each month. A late charge of \$10.00 will be added if your payment is not received by the 10th of the month.

2. ALL RESIDENTS are asked to keep noise to a minimum between the hours of 10PM and 7 am. Please show consideration for your neighbors. Residents should caution guests in this regard/

3. TRAILERS BOATS, CAMPERS, RECREATIONAL VEHICLES AND COMMERCIAL VEHICLES should be parked in the area adjacent to the tennis courts, or in other spaces recently cleaned out. Vehicles not operating should be removed from the complex. Minor repairs or oil changes should be done in this area and not in front of the unit. Old oil should be recycled according to the laws of South Carolina. No cars, trucks, bicycles, motorbikes, motorcycles, etc. shall be driven on the grass of the premises. Unidentified vehicles are subject to be towed away at the owners expense.

4. PARKING Each unit is provided with 2 parking spaces as near as possible to the unit. Extra vehicles or guest parking is in an area around the clubhouse or any other space that does not infringe on the parking privileges of other residents. Please notify guests that they should not park in front of other residents units

All vehicles must be registered with the association office within 48 hours of moving, in or replacement of vehicle. Not to do so, can insure a \$25.00 fine. Any vehicle without a parking permit or guest permit will be towed

5. CLUBHOUSE is for the exclusive use of the co-owners and their guests. Reservations are limited to persons over 21 years of age who are owner/residents. Clubhouse reservations do not include the pool or the pool deck. Carnaby Square Association assumes no liability or risk for anyone using the Clubhouse. Reservations may be made through the Association office. A security deposit of \$250.00 is required plus a fee of \$60.00 for usage and cleaning. There will be an extra charge for any extensive cleanup or damage which will be deducted from the security deposit.

When the clubhouse is used for association sponsored events (no charge), alcoholic beverages are not allowed

6. WINDOWS A/C To preserve the decorum of our outside walls, no window air conditioners are allowed.

7. SATELLITE DISHES. No satellite dish of any kind are permitted anywhere on the grounds, patios, balconies or roofs.

8. CLOTHES LINES. No clothes lines of any kind permitted. There are ample dryers in the laundry room.

9. MODIFICATIONS. All outside walls and inside load bearing walls are considered common elements. No modifications are permitted unless approved by the Board of Directors. Any extensions to the town houses patios must be approved by the Board of Directors.

10. PLANTING. It is permissible to plant flowers, etc. as long as the border does not exceed 18 inches from the patios

11. RENTAL CAPS. Owners who decided to rent their units must apply at the office. There is a 25% rental cap. If the cap is full, the owner will be put on a waiting list.

12. WATER USAGE. Occasionally a building will show an abnormal water usage which indicates that there is a water leakage in one or more units. The Association will advise each unit to check for leakage. Every resident is obliged to respond to the instructions given.

Failure to respond will make each unit not responding liable for a portion, or all of the overage costs.

99% Of leaks are caused by leaky toilets. If the leak cannot be repaired immediately, the water to the leaking toilet should be shut off pending repairs.

13. The laundry room is locked at all times. Apply at the office for a key.

14. PETS Only small type dogs and cats permitted. Pets are not allowed on the complex unless they are on a leash or carried. Pets are not to be walked on grassy areas. The areas adjacent to Longcreek Drive entrance and along Frontage Road are designated pet walking areas. Pet owners are required to clean up after their pets and dispose feces in dumpsters. Pets are not to be left unattended in the common areas. All pets must be tagged by Richland County. All ordinances which are enforced by Richland County will be observed in our complex. Renters need homeowners permission to have a pet.

15. CAR WASH area is provided on the side of the clubhouse. Car washing is not permitted in parking spaces in front of units. Please help to conserve water while washing your car. Heavily soiled or commercial vehicles shall not be washed in the complex due to the residue left on the pavement.

16. POOL is for exclusive use of the residents of Carnaby Square. Guests are limited to two guests who are not residents of the Columbia area.

Children ~~13~~ ¹⁶ years of age or under must be accompanied by a guardian 18 years or older. Pool Hours are from 10 AM to 10 PM. Pool rules are based on guidelines, rules, and regulations as set by S.C. DHEC. Please observe the posted rules which are given to each resident at the beginning of each swim season.

Everyone must take a shower before entering the pool. If you use body oil of any kind you must take a soap shower before entering the pool. Hair shampooing in the shower is not permitted.

Appropriate bathing attire only in the pool. No cutoffs and no diapers.

Any person with shoulder length hair must restrain hair while in the pool. Elastic bands may be used.

Only toilet trained children allowed in pool.

No floats, inner tubes, rafts, balls, flippers, or toys permitted in the swimming pool area. Life rings may be used by non swimmers as long as they are in contact with the swimmers body.

No Styrofoam permitted in the pool area.

Parents are held strictly responsible for the safety, as well as the behavior of their children.

The association is not responsible for accidents. We advise people for safety reasons to use the buddy system and not swim alone.

No pets permitted in the pool area.

During an electrical storm every one must get out of the pool.

Do not enter in the laundry or recreational building with wet bathing attire.

No running, rough play, pushing or shoving is allowed.

Pool utilities such as life rings, hooks etc. are not to be disturbed, used or played with as these are emergency safety equipment.

The management may at their discretion limit the number of guests at the pool at any given time for the safety and welfare of all.

Alcohol and water do not mix. For your safety, no alcoholic beverages are allowed in the swimming pool area.

The three parking spaces by the pool are for car wash only. No parking permitted in the car wash stalls.

The pool gate will remain locked at all times. Keys are available at the office. Anyone tampering with the lock will be subject to a fine and banned from the pool for the remainder of the season.

There are no Life Guards on duty at any time

THE FOLLOWING IS OF INTEREST TO TENANTS (RENTERS)
and where applicable, co-owners.

Owner must submit a copy of the rental lease to the Association office listing names, ages, and number of residents. Any substitution must be approved by the homeowner who must notify the Association office of such a change.

17. LEASE SHALL CONTAIN:

- a. A "no subleasing" clause
- b. A statement that renters must abide by the rules and regulations of the Association.

18. LEASE shall be a minimum of six (6) months.

19. HOME OWNER SHALL REQUIRE THAT:

- a. the tenant be furnished with a copy of the Rules and Regulations and an application for parking permit (s)

20. The Association will enforce DHEC regulations as to the number of tenants a unit can contain. Each occupant of a unit must be listed on the lease. No Dormitory arrangements allowed.

21. Tenants and their homeowner shall be responsible for keeping the patio and area around their unit clean and free of any debris as well as the common areas. No bicycles, baby carriages or other items, shall obstruct the entries, sidewalks, or other common grounds.

22. Tenants and their homeowner owners shall be responsible for the conduct and actions of their children. Young children are not to be left unattended on the common areas. The common grounds are not to be considered as a play ground for children

23. Parking is limited to two (2) spaces per unit.

24. No loud or boisterous conduct is permitted at any time. Radios, Televisions, musical instruments and other sound producing equipment, shall be used in a manner that will not disturb other residents.

25. PET gate, and swimming pool gates require one key to open the above mentioned gates. There is a Thirty Five (\$35.00) refundable deposit for a key. Keys for the Tennis Courts are available for a \$10.00 refundable deposit. Tennis Courts are not playgrounds. Tenants must present a signed lease and must have a parking permit to be eligible for pool keys.

No snakes or other exotic animals are allowed on the premises.

26. Tenant/Homeowner will be held responsible for any damage to the common elements.

27. Homeowners will be responsible for any costs related to eviction of any tenants,

28. Homeowner is responsible for keeping up the inside of unit in order to maintain high quality rental value.

29. Club house usage is for homeowner only.

30. The Association does not provide lockout service.

31. Tenant must not exceed occupants declared on lease without homeowners permission.

32. Tenant must deal directly with the home owner concerning any problems that arise with their unit or other related matters. If tenant calls the Association office with any problems, the owner will incur a processing fee. This fee is twenty five dollars per hour (\$25.00) with a minimum fee of \$25.00.

33. No inoperable vehicle of any description shall be stored or left on the premises without prior written consent of the Association.

34. Any boat, trailer, camper, etc., parked in the storage area must be registered in the Association office. Any of the above not registered in the Association office will be towed without prior notice.

35. TENNIS COURTS are for playing tennis only. Courts are kept locked for security. Keys may be obtained in the Association office.

36. LAUNDRY ROOM is limited to use by residents of the complex. Keys may be obtained in the Association office. There is \$10.00 deposit. Be careful not to use too much soap or overload the machines, as neither is good for the machines nor will you get a clean wash.

The complex is also governed by the laws of South Carolina.
Ref, Code of Laws of South Carolina Volume 10 Chapter 31,
Horizontal Property Act

18. RIGHTS. The rights of the Association contained herein are cumulative, and failure of the Association to exercise any right shall not operate to forfeit any other rights of the Association. No waiver by the association of any rule or regulation shall be deemed to constitute or imply further waiver of that or any other rule or regulation.

19. ENFORCEMENT. The Board of Directors are the only one who have the authority to enforce the covenants, and restrictions of these regulations.

The authority may be delegated to the Association Manager and various committees.

Infraction of the rules and regulations shall be dealt with progressively as follows.

a. Oral or Written warning, to be documented and placed in the owners file.

b. Written warning. Resident will be given 14 days to respond and request a hearing on the matter.

c.. FINE. Fines are based on a per occurrence basis.

If an infraction is not cured after steps one and two are taken, a \$25.00 fine will be levied. A second infraction of a rule is \$50.00

Third infraction is \$75.00 fine and increased per occurrence \$25.00

All unsatisfied fines will be subject to a lien on the owner's property.

The rules and regulations may be changed from time to time by the Board of Directors. Such rules and regulations must be observed and respected.

GRIEVANCE. In the event of a dispute that remains unsolved, you are encouraged to file a grievance with the grievance committee. Forms are available in the office.

SPEED LIMIT ON ALL OUR ROADS WITHIN THE
COMPLEX IS 15 MPH

Solicitation is not allowed in the complex.

Carnaby Square Pool Rules

WHO CAN USE THE POOL The pool is provided for the enjoyment of residents and their accompanied guests. Guests are limited to three (3) non-residents for each unit. **Children under the age of 16** and all guests must at all times be accompanied by an adult resident. An adult is described as being **18** years of age or older. **PETS** will not be allowed within the fenced area surrounding the pool.

POOL HOURS ARE 10:00 A.M. TO 9:00 P.M. or dark, whichever occurs first during the swimming season. There is **NO NIGHT SWIMMING ALLOWED BY DHEC. NO SMOKING** allowed. **NO GLASS CONTAINERS** of any kind are allowed in the pool area. There will be no exceptions to this rule. Any fine by DHEC shall be assessed to the violating party. There will be **NO DRUGS, FIREARMS** or **PROFANITY** allowed in the pool areas.

SWIM AT YOUR OWN RISK Neither the Association nor the Management Company assumes responsibility or liability for loss, injury, accident or death. No diving is permitted!

ENTRANCE TO THE POOL is through the gate only! PLEASE DO NOT SLAM THE GATE AS THIS DAMAGES THE LOCK. Swinging on the gate or climbing over the gate or the fence is prohibited.

GRILLS- Grills are not allowed inside the gate/fence of the pool facility. They are also not allowed in the areas adjacent to the parking areas by the pool or clubhouse.

PROPER CLOTHING and **SWIM DIAPERS** are required at all times for infants and small children while in the pool. **DIAPERS** are **NOT** to be deposited in the waste cans at the facility and **MUST** be removed from the site when you depart. Proper swimwear for children and adults is required in this family recreational area.

CLEAN UP AFTER YOURSELF, YOUR CHILDREN & GUESTS! Please respect the pool facilities & property. **Please close the umbrella if you are the last to leave the pool area and turn off all lights in the bathroom area.** Receptacles are provided, all trash must be placed in these receptacles. Our annual dues allocate monies for once-a-week cleaning of the bathrooms only! Any property damage due to the fault of, or negligence by, a member, member's family or guests must be replaced at the member's expense. Any damage should be reported to MJS Inc.

POOL CLOSURE: Signs will be posted notifying members of any pool closing and they **MUST** be obeyed.

UNSANITARY CONDITIONS such as when defecation is released in the pool require the **IMMEDIATE** closing of the pool. Call MJS at 803-743-0600 to report an incident **IMMEDIATELY**. The pool will remain closed until DHEC certifies it is safe. Swimming is prohibited by those persons with infectious skin diseases such as chicken pox, measles, etc., persons with open wounds or skin rashes.

TELEPHONE USE, LIFE PRESERVERS AND BODY HOOKS The pool equipment is for emergency and maintenance use and are not to be used as toys. The pool phone in the building, near the restrooms does not require money to dial **9-1-1!**

NO RUNNING OR ROUGH-HOUSING in the pool and deck areas.

SUPERVISION OF CHILDREN by parents and/or accompanying adult is necessary for safety and to prevent damage to the facility and the pool area equipment. Homeowners are responsible for damages caused by their children or guests.

POOL TOYS such as balls and rafts should be used with consideration for others. An adult can request that pool toys be removed from the pool at any time. **RADIOS/MUSIC** should not disturb other pool guests or residents in close proximity to the pool complex.

BICYCLES: Wheeled vehicles, with the exception of wheelchairs and baby strollers are not permitted in the fenced pool area. Bikes, skateboards and roller blades are to be left parked outside the fenced area surrounding the swimming pool but not blocking the gate or walkway.

PARKING is limited to the visitors' parking spaces near the pool. NO PARKING in spaces designated for CAR WASH.

REPLACEMENT OF A LOST GATE KEY contact MJS Inc. at 803- 743-0600. There is a \$10 charge for replacing a key. **Do not duplicate your key.**

PLEASE NOTE* The Board of Directors may revoke the use privileges of any property owner(s) for a specified period of time for non-compliance with any of the published rules for the use of the common area facilities, whether due to a negligent, deliberate or willful act or behavior. Any and all penalties will be determined by the Board of Directors for these acts or behavior or for any act of vandalism by a homeowner, a minor or a guest of a property owner. The sponsoring property owner shall be responsible for the actions of their family or guest and may lose his or her privileges or be asked to compensate the Association for any and all damages.