

**B**AY  
**T**REE

**Golf & Racquet  
Club**

Homeowners  
Association, Inc.

Condominium Association  
Rules and Regulations

# Bay Tree Golf & Racquet Club Homeowners Association, Inc.

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## Condominium Association Rules and Regulations

Condominium living is a new experience for many of us and requires an understanding of its operation. With everyone's cooperation, all may enjoy the advantages of condominium living.

In order to create a congenial and dignified residential atmosphere, the Board of Directors has adopted rules and regulations for the guidance of all unit owners, their families, guests and tenants. In general the rules are not original with us, but are, the result of our experience and the experience of other condominium associations. These rules and regulations may not please everyone entirely nor were they, designed to satisfy all individual personal desires. They do however; present a fair balance between the rights of individual unit owners and collective rights of the other unit owners. In addition, they have met with the approval of the majority of the unit owners, which is the basis for achieving success in this kind of living.

Any questions or suggestions should be made to our Property Manager in writing. If the Property Manager cannot resolve them to your satisfaction, they will refer them to the Board of Directors. It is requested that everyone, follow this procedure for orderly and expeditious disposition.

These rules and regulations are somewhat lengthy in hopes that all areas are clear and adequately detailed. They will be reviewed as required by the Board of Directors and appropriate amendments will be made.

It is hoped that we may have the understanding and cooperation of all unit owners and guests in order that we may all enjoy the benefits of condominium living.

Board of Directors  
Bay Tree Golf & Racquet Club HOA, Inc  
August 2001

\*As a matter of clarification, all references contained in, this handbook referring to "owner" refer to the "owner of title" to the respective condominium unit and may not be construed to, apply to the owner's children, relatives, friends, or invitees.

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## 1. GENERAL

Pursuant to the Master Deed and By-Laws, the following rules and regulations are promulgated for the residents of Bay Tree Golf & Racquet Club Homeowners Association, Inc. here-in after referred to as Bay Tree Golf & Racquet Club or the Association. Resident shall mean any owner of a condominium dwelling(unit), tenant, their invitees or guests. Any other person may be deemed a trespasser with respect to the common elements. The Board shall mean the Board of Directors of Bay Tree Golf & Racquet Club Homeowners Association, Inc. The Property Manager is the Management Company and/or their on-site representative(s) engaged by the Board to manage the ongoing operations of Bay Tree Golf & Racquet Club.

## 2. LEASING

Lessors must notify the Property Manager within thirty days commencing a lease of the name, address and telephone number of all tenants and provide a copy of such lease to the Property Manager for all leases greater than 1 Month. Subletting a unit at Bay Tree Golf & Racquet Club is not allowed. Similarly, leases for periods less than 1 month shall require a lease agreement, however, notification of the Property Manager is not required. Lessees under 21 years of age are not permitted.

To achieve consistency with single family use, occupancy in any leased unit shall not exceed 8 persons in a three bedroom unit, 6 persons in a two bedroom unit or 4 persons in a 1 bedroom unit. Exceptions to the aforementioned occupancy limits may be obtained under special circumstance for periods not to exceed 1 week with Board approval only.

Any lease agreement must contain a provision to the effect that the tenants rights to use the condominium unit shall be subject and subordinate to the Association's documents and reasonable rules and regulations. The lease agreement shall also contain a provision stipulating that violations of rules constitutes grounds for expulsion from the unit.

Responsibility for damage by tenants to common elements lies with the unit owner, as do all fines levied. It is the unit owner's responsibility to ensure that their tenants obey the Association's rules and regulations.

## 3. MAINTENANCE & USE

Each resident shall maintain and use his dwelling in such a manner so as not to create a fire hazard or damage to others and so as to preserve the exterior appearance of the dwelling. Common areas, such as the entrance areas, stairs, landscaped and grassed areas shall be used only for the purpose intended. Maintenance of the private deck areas(limited common property) is the responsibility of the residents who use these areas. Each dwelling shall be used only for the purpose of a single family residence.

Charcoal grilling areas are provided in the amenities section adjacent to the indoor pool. Charcoal, gas or electric grilling or the storage of charcoal, gas or gas grills or lighter fluids

within the confines of the unit, balconies, deck or patios pose a severe fire hazard to the frame constructed building and under no circumstances will this be allowed. The use of a charcoal, gas or electric grill on any of the common or limited common areas (outside of the provided area) or within the units will result in an immediate \$200.00 fine being levied against the unit owner. The discharge of fireworks is expressly forbidden anywhere within the boundaries of Bay Tree Golf & Racquet Club property and will also be subject to an immediate \$200.00 fine.

#### 4. MOTOR VEHICLES, BOATS, TRAILERS, MOTORCYCLES

Motor vehicles shall be parked only in paved parking spaces provided. Parking is not permitted in the walkways to the buildings, in front of dumpsters nor on grassed areas. All commercial vehicles of any kind or description, except as engaged by the Property Manager or unit Owner in the normal course of business is prohibited from parking on any portion of the condominium common property. Any improperly parked vehicle is subject to towing at the owner's expense. Damage caused by improperly parked vehicles will be the responsibility of the unit owner and/or their guest or tenant. Recreational vehicles, campers, trailer, boats, boat trailers, & motorcycles are not permitted.

Motorists shall at all times drive carefully in conformity with conditions and circumstances, but in no event exceed 15 miles per hour.

All motor vehicles, which do not have current license plates and/or registration, are subject to being towed at the owner's expense. Further, common parking areas are not to be used for the storage of unused vehicles, which can be subjected to similar treatment. Automotive repairs (oil changes, brake work, etc.) are not permitted to be performed on the property. Car washing is permitted for unit Owners only. Loud vehicles (noise emissions greater than generally permitted per Horry County Standards) of any kind will not be tolerated and will be towed at the owner's expense.

Due to space limitations, motor vehicles are limited to two vehicles per unit for renters and owners alike.

An exception to the vehicle occupancy limit may be obtained for a limited duration for owners only with Board approval. In areas containing assigned parking places, vehicles are required to be parked in the assigned space or open spaces. Vehicles parked improperly will be towed at the vehicle owner's expense.

Parking permits are required for all vehicles on site and must be clearly visible from the front of the vehicle.

#### 5. BALCONY & DECK MAINTENANCE

The balconies and deck areas shall be used only for the purpose intended and shall not be used for cleaning rugs, hanging clothes, towels or other objects. Storage of items not intended for deck use is not permitted. Storage of bicycles is permitted only in the stairwell

under the stairs of each building. Safe keeping and proper storage of bicycles is the responsibility of the bicycle owner.

Maintenance and repair of all private decks (limited common property) including boards, hand rails and pickets is the responsibility of the unit owner. All unit owners are required to supply their unit with neutral colored blinds or drapes in all Windows and sliding glass doors.

## 6. PETS

Cats, dogs and other pets (except reptiles, snakes or farm animals) of unit owners only are allowed. In no event may pets weigh more than 25 pounds. Further no individual unit may have more than 1 pet except with Board approval. Vaccination, licensing and other pet health related records must be maintained for Board inspection upon request. The Board reserves the right to impose special conditions upon keeping of a particular pet on the property. Tenants are not allowed to maintain pets of any kind within Bay Tree Golf & Racquet Club common, limited common or unit property.

Excessive noise from a pet or other annoyance to residents may be cause for an order by the Board to remove the pet from the property. Pet owners are responsible for cleaning up after their animals. Chaining pets to the exterior of any building, trees or otherwise is not permitted for any reason.

In no event shall pets be permitted in any of the common areas unless carried or on a leash and under the direct supervision of the owner. The owner shall indemnify the Association and hold it harmless against any loss or liability of any kind arising from or growing out of having any pet on the property. Pet owners are also responsible for damage caused by their pet. Pets are not allowed in the pool or tennis court enclosures.

## 7. ALTERATIONS

No alterations or additions to any of the common areas shall be made by any resident without prior written approval of the Board. No painting, repair, landscaping or maintenance of limited common or common areas is permitted except in an emergency or pursuant to written approval of the Board of Directors.

## 8. ANNOYANCES

Being thoughtful of one's neighbor is essential to harmonious coexistence in a multi-family community. Noise follows the everyday course of living. However, noise becomes an annoyance during odd hours of the day such as early morning or late evening when most people are resting. Therefore, excessively disturbing noises in dwellings or the common areas which interfere with the rights, comforts or conveniences of neighbors cannot be allowed. Noise from television, stereo equipment, musical equipment and persons must be kept to a minimum at all times, especially during the hours of 11:00p.m. through 8:00a.m.. If you should be disturbed by excessive noise, please notify the Horry County Police.

Drunk or disorderly conduct (due to alcohol, chemical substances or otherwise) will not be tolerated on the common areas at any time. Flagrant violations of the noise and disorderly conduct regulations constitute grounds for fines and/or expulsion.

#### 9. ANTENNAS

No radio or television antenna or any wiring for any, such purpose may be installed on the exterior of any building or upon the common elements without prior written consent of the Board of Directors.

#### 10. REFUSE

The disposition of garbage and trash shall be only through the use of the dumpsters maintained throughout the complex. Each resident is asked to use plastic trash bags for garbage disposal and take a moment to tie the bag properly to avoid the "tossed salad" effect that can make the dumpsters odor unbearable at times. Do not leave any articles for disposal (such as baby carnages, carpeting etc.) unattended outside the dumpster or in other common areas. No garbage shall be brought onto the property by residents to be disposed in the Association's dumpsters.

#### 11. SIGNS

No sign, advertising or notice of any kind or type whatsoever, including, but not limited to, "For Rent", or "For Sale" signs shall be permitted or displayed on the exterior of any unit nor shall be posted or displayed in any such manner as to be visible from the exterior of any unit. The Property Manager is authorized to remove any such sign. Further, it is against federal law to post notices on the mail boxes located within the complex.

#### 12. STAFF

The number of employees and/or maintenance subcontractors permitted in our budget is limited and each has a full work schedule. Only the Property Manger or the President of the Association is authorized by the Board of Director's to give instructions to the maintenance staff.

#### 13. ACCESS TO UNITS

The Association must retain a key and/or combination to each dwelling for emergency purposes. No unit owner, tenant or guest shall alter any lock or install a new lock on any door leading into the dwelling or storage area without providing a key to the Association or the Property Manger. Pest control service is not possible unless a key is maintained by the Property Manager. A few unit owners are currently refusing pest control service. Any, damage to common property or other units resulting, from "pests" sourced within the unit refusing pest control services will be the financial responsibility of the owner of the unit refusing pest control services.

#### 14. RENTAL AGENTS/AGENCIES

Each unit owner must inform the Property Manager in writing of the name, address and telephone number of the Agent or Agency providing rental services for their unit within seven days of engagement or change of engagement. It is the responsibility of each unit owner to provide a current copy of the rules and regulations to the Agent or Agency providing rental services. It is expressly understood that:

1. Renters are only allowed 2 vehicles per dwelling
2. The units are designed as single family dwellings and any other arrangement is not permitted.
3. Every new tenant must be provided a copy of the Rules and Regulations
4. Any rental Agent or Agency utilizing any portion of the common elements shall hold the Association harmless from any claims or demands of property damage or personal injury in conjunction with Article XXIII of the Master Deed for Bay Tree Golf & Racquet Club.
5. Any rental Agent or Agency is responsible for ensuring that tenants comply with the Rules and Regulations and should noncompliance arise, that the Agent or Agency will effect and achieve a prompt resolution satisfactory to the Property Manager and/or the Board.

#### 15. SOLICITATIONS

No solicitations are permitted without written permission from the Board of Directors.

#### 16. VIOLATIONS

Violations of any of these rules and regulations are subject to a \$25.00 fine per occurrence per day (except as otherwise stated) which shall be a special assessment to the unit owner in addition to all other legal remedies. Note that all fines levied for violations of tenants, guests and unit owners are the responsibility of the unit owner.

Said fines may be assessed repeatedly upon failure of a unit owner to correct the infraction after notice by the association to obey these rules as well as other obligations imposed by the condominium documents. The imposition of fines will utilize the following procedure:

- a. The Board shall notify the unit Owner(s) in writing of the infraction(s) and the proposed fine(s). Included in the notice shall be the date and time of the next Board meeting at which time the unit owner may present reasons why penalties should not be imposed.

- b. A written decision of the Board will be submitted to the unit Owner(s) within 21 days of the Board meeting specifying whether the fine(s) have been imposed or abated.
- c. Fines will be collected in the same manner as assessments as defined in the Master Deed and will be due in 30 days after the notice of imposition is sent.
- d. All monies received from fines shall be allocated as directed by the Board.

#### 17. VANDALISM

Vandalism of any sort can not be tolerated. The Board will take the necessary legal action to protect against any vandalism or related activity. Persons being observed or caught vandalizing the property will be subject to legal proceedings as well as being required to fund repairs to the vandalized property.

#### 18. SWIMMING POOLS, TENNIS COURTS & GRILL AREAS

The rules and regulations governing conduct in these amenity areas are posted in the associated area and should be adhered to. These areas are for the exclusive benefit of residents, and unit owners and their guests of units in Bay Tree Golf & Racquet Club and Golf Colony at Bay Tree IX. Rules publication, enforcement, fine assessment and amenity maintenance are performed by the joint amenity committee. Please refer to the rules and regulations of the amenities areas for other information.

#### 19. STORM DOORS, WINDOWS & SCREENS

The installation of storm doors to the entrance on a unit constitutes an alteration of common property. Accordingly, any proposed installation of a storm door shall be approved by the Board prior to installation. To achieve consistency, all storm doors shall be white in color and should be properly secured to prevent damage to common property in the event of inclement weather or other circumstances. Further, any unit with a locking storm door attached to their entrance must supply the Property Manager with the associated key and/or combination to allow access as necessary. Note that each unit owner is responsible for resultant damage from storm door installation.

Similarly, installation of protective devices over windows to prevent golf ball damage also constitutes alteration to common property. Accordingly, any such proposed installation shall also be subject to Board approval prior to installation. The proper securing of these devices is the responsibility of the unit owner and any resultant damage to common property due to inclement weather or other circumstances will be the responsibility of the installing unit owner. Further, the installation of replacement windows of any kind is not permitted without the express approval of the Board with the exception of replacing the glass only. All replacement glass must be clear and consistent with the glass replaced.

As previously stated, each unit owner must maintain a favorable exterior appearance of the limited common areas. Accordingly, the window screens and screen doors should be properly maintained. Any screens or screen doors not properly affixed or properly maintained will be removed at the unit owner's expense.

## 20. OTHER ITEMS

- a. Walking on steps, balconies and decks with golf shoes with spikes causes damage to common property. All residents are requested to remove golf shoes with spikes prior to walking on any common property surface.
- b. Toilets and other plumbing apparatus in the units shall not be used for any purposes other than those for which they were constructed. No sweepings, rubbish, rags, paper, ashes or any other article should be disposed of through the plumbing system. Any damage resulting from the misuse of any portion of the plumbing system shall be paid for by the owner in whose unit the inappropriate act or acts occurred.
- c. Achieving the goal of harmonious living in a condominium environment requires that all residents be respectful of all parties residing and/or involved in the maintenance of Bay Tree Golf & Racquet Club. Accordingly, any abuse, be it verbal (or otherwise including but not restricted to yelling at, threats or otherwise) of residents, Board Members, the Property Manager and their representatives and association employees will not be tolerated. Any incidents of the aforementioned will be subject to the fine imposition procedure as outlined in item 16 of these Rules and Regulations at a rate of \$100.00 per occurrence.
- d. Security or protection services for residents on Bay Tree Golf & Racquet Club property is not provided by the Association. Use of all common, limited common and unit properties at Bay Tree Golf & Racquet Club by residents is at their own risk. Further, any illegal act(s) by any resident(s) on Bay Tree Golf & Racquet Club property is not permitted. All residents will hold the Association harmless in the event of an illegal action on any Bay Tree Golf & Racquet Club property.

## 21. RULE CHANGES

The Board of Directors reserve the right to change or revoke existing Rules and Regulations and make such additional Rules and Regulations from time to time as, in their opinion, shall be necessary or desirable for the safety and protection of the building and its occupants, and to promote cleanliness and good order of the property and to assure the comfort and convenience of unit owners. Any requests for exceptions to these Rules and Regulations shall be made in writing to the Board of Directors.

It is recommended that prior to listing your property for sale, you and your listing agent review the Master Deed and By-Laws along with the Rules and Regulations of this Association. It is further recommended that upon the sale of your dwelling, a copy of the Master Deed and By-Laws, along with a copy of the Rules and Regulations of this organization be delivered to each new unit owner at the time the property conveys.

## 22. REQUESTS FOR BOARD APPROVAL

As noted throughout the Rules & Regulations, the Board requires approval when certain circumstances arise. To make this process uniform, unit Owners shall use the Board

Approval Request form (attached to the Rules & Regulations as Exhibit 1) for each request. The following is the procedure which unit Owners shall use in requesting Board approval.

1. A completed Board Approval Request form shall be submitted to the President of the Board or his/her designee for tentative approval.
2. The President of the Board or his/her designee shall respond to the unit Owner(s) in writing within 10 days of receipt indicating their tentative approval or disapproval.
3. The President will accumulate the Board Approval Request forms for review and final determination by the Board at the next scheduled meeting. Signatures of the majority of the Board members is required for final determination of a request.
4. The Board shall respond in writing to the unit Owner(s) within 10 days of the board meeting indicating their final determination. A copy of all requests shall be retained by the Board.
5. If a request is not approved, the unit Owner(s) may appeal, the determination at the next scheduled Board meeting.

Lastly, Board approval of a request is not transferable or assignable. As an example, the approval for the installation of a specific storm door cannot be transferred or assigned to a different model, color or type of replacement. Similarly, approvals with respect to pets cannot be transferred or assigned if a pet dies or is otherwise removed from the property.

### 23. RULES ENFORCEMENT & OWNER COMPLAINTS

As stated throughout this document, the Rules & Regulations have been established to promote a dignified and congenial residential atmosphere and to clearly communicate the expectations of common conduct and property maintenance throughout the complex. One of the underlying objectives of this document is the achievement of voluntary compliance with these Rules & Regulations. Occasionally, however, noncompliance may occur and the need for enforcement may arise.

Under Article XIV of the Master Deed, the primary responsibility and authority for Rules & Regulations enforcement resides with the Board of Directors. The Property Manager has no authority nor duty with respect to enforcement under our current agreement. Unit Owners do have limited rights of enforcement, however, the Board of Directors mechanism is provided to offer relief for the unit Owners for this necessity. Accordingly, the following guidelines are established to provide a mechanism for Board notification should a Rules infraction be noted by a unit Owner.

1. Upon noting the infraction, the unit Owner shall notify the President of the Board in writing.
2. The written notice or complaint from the unit Owner shall include an accurate description and details with respect to the time, place and other circumstances of the infraction.

3. To the extent possible, confirmation of the violation from one or more additional parties should accompany the notice or complaint.
4. Verbal notices or complaints shall be received by the President of the Board only should an emergency arise or if, in the unit Owner's opinion, an immediate enforcement action is required. A written notification or complaint shall be forwarded to the President of the Board within 10 days of the verbal notification.

The Board of Directors upon noting an infraction or receiving notification from a unit Owner may contact the offending unit Owner in writing detailing the circumstances of the infraction. If this option is taken, the notice shall include a request for voluntary compliance, the action to be taken by the Board if the infraction is not corrected and provide an opportunity for the unit Owner(s) to explain or defend against the allegation. The Board of Directors may also choose not to pursue enforcement, may proceed directly to the fines imposition procedures or may take any legal remedy to correct the infraction. Note that the aforementioned does not supersede any other section of these Rules & Regulations.

Lastly, the achievement of proper standards of common conduct and property maintenance is difficult to achieve, without involvement of all unit Owners. The nature of the unit Ownership profile is such that only a small portion of the unit Owners and/or Board members may be on site at any given time. It is therefore, important that all unit Owners remain diligent with respect to activities at Bay Tree Golf & Racquet Club to ensure the achievement of a congenial and dignified residential atmosphere and the protection of our collective financial interests.

#### 24. COLLECTION OF ANNUAL & SPECIAL ASSESSMENTS

Under Article XXVII of the Master Deed, the Association has been given the authority to collect and administer annual (generally paid in monthly installments) and special assessments as the Board deems necessary for the express purpose of properly operating and maintaining Bay Tree Golf & Racquet Club. The underlying objective being the preservation of our collective financial interests. Accordingly, it is imperative that all monthly installments and special assessments be paid timely to achieve this objective. To ensure that the Association's (and all unit Owners collectively as a group) ability to properly operate and maintain Bay Tree Golf & Racquet Club is not impaired by the nonpayment of monthly installments and special assessments by any unit owner(s), the following collection guidelines are established:

1. Any monthly installment of the annual assessment(s) or special assessment(s) not received by the Association's bank within 30 days of the due date shall incur a \$25.00 late fee (the late fee shall be treated as an assessment).
2. Any, monthly installment of the annual assessment(s) or special assessment(s) not received by the Association's bank within 90 days of the due date shall cause the acceleration of all remaining installments of the annual assessment. Note that Article XXVII subsection G. of the Master Deed expressly provides the authority for the Association to impose this remedy.

3. Any monthly installment of the annual assessment(s) or special assessment(s) not received by the Association's bank within 180 days of the due date shall cause the Association to proceed with lien and foreclosure procedures as authorized in Article XXVII subsection J. of the Master Deed.

## 25. CONCLUSION

The Association and/or Board of Directors may provide for additional remedies as they deem necessary and authorized under Article XXVII of the Master Deed to ensure the proper collection of assessments. Further, the Association and/or the Board of Directors is not limited by any of the time constraints noted in the aforementioned guidelines in pursuit of delinquent assessments.

Residents of Bay Tree Golf & Racquet Club are requested to cooperate by adhering to the Rules and Regulations. No unit Owner may circumvent the Association's regulations by granting their guests or tenants permission to violate these rules. The regulations were not set up in an arbitrary fashion nor were they created to work a hardship on anyone. Their express purpose is to insure the safety and comfort of everyone using these facilities so that the maximum amount of pleasure will be enjoyed by all residents and their guests.

### FIRE DEPARTMENT

Emergency 911

### POLICE

Emergency 911

### AMBULANCE

Emergency 911

### PROPERTY MANAGER

C & T Property Management Services 390-0773

January 17, 2010

The following amendments to Articles 24 and 16 of the Bay Tree Golf and Racquet Rules and Regulations have been approved by the Board of Directors. They will become effective 30 days from the mailing of this notice to all owners.

#### Article 24: COLLECTION OF ANNUAL & SPECIAL ASSESSMENTS

##### Article 24 to be Amended as Follows:

1. All monthly paid assessments are due on the 1st day of each month.
2. Any monthly installment of the annual assessment(s) or special assessments not received by the Association's bank within 20 days of due date shall incur a \$25.00 late fee (the late fee shall be treated as an assessment).
3. Any monthly installment of the annual assessment(s) or special assessment(s) not received by the Association bank within 60 days of the due date shall cause the acceleration of all remaining installments of the annual assessment. Additionally, the Board may discontinue services which are included in your annual dues - i.e. Cable Television. In this event, the owner will be responsible for payments incurred by the Association for the reconnection of your cable.
4. Any monthly installment of the annual assessment(s) or special assessments(s) not received by the Association bank within 90 days of the due date shall cause the Association to proceed with lien and foreclosure procedures as authorized in Article XXXVII Subsection J. of the master deed.

##### Article 16 to be Amended as Follows:

- a. The Property Management Office shall notify the unit owner(s) in writing of the infraction(s) and the proposed fines.
- b. Owners will have thirty (30) days to correct the violation(s). An example of a violation(s) is: owners having dogs over 25 pounds, (tenants are not allowed dogs at any time). All other violations are covered in previous articles. Owners who do not correct the violation within thirty (30) days will be assessed an additional \$25 per day until such time as the violation is corrected.