

Lakeside at Ballentine Homeowners' Association, Inc.

STANDARD REGULATIONS

As Amended, by the Board of Directors
September 25, 2023

1 INTRODUCTION

This document, the Lakeside at Ballentine Homeowners' Association, Inc. Standard Regulations, defines and extends some of the rights and authority granted to the Association by the Declaration of Covenants, Restrictions and Easements for Lakeside at Ballentine (the "Declaration"). Furthermore, this document creates additional Regulations for the entire Lakeside at Ballentine Community, for the use of Lots and Common Areas within the Community and for the actions and behavior of all property owners, their family members, guests, invitees, licensees and permittees, while residing in and visiting the Community or while using Common Areas and facilities within the Community.

Additional Restrictions and Regulations are set out in the Declaration and in the Architectural Guidelines and Common Area Guidelines, as well as other site-specific Rules documents, such as Pool Rules, Clubhouse Reservation Agreement and Rules, etc. All Rules and Regulations of the Association may be found in their most current adopted or amended versions on the Association's website: <https://www.lakesideatballentine.com/hoa-documents>.

We encourage you to review these documents, to familiarize yourself with the Rules and Regulations that are set out here and in other Association documents, and to embrace the standards established by these documents as they are intended to help the Association and its homeowners maintain a secure and harmonious environment within the Community and to maintain property values into the future.

Capitalized terms used in this document, or in any other Rules and Regulations shall have their meanings **as defined in Appendix A** of this document. Should there be any conflicts between these Regulations, and any other Rules and Regulations, promulgated by the Association, definitions in Appendix A shall take precedence. Should there be any conflict with the Declaration, the Declaration, as amended, shall always take precedence.

2 SCOPE OF AUTHORITY

The scope of the authority granted to the Association is set out in the Declaration, which encumbers every Lot, road right-of-way and all Common Areas, as well as in the Association's Bylaws, which give the full authority of the Association to its Board of Directors. In addition to creating certain specific restrictions and Regulations, the Declaration authorizes the Association to create additional Regulations for the Lots, road right-of-ways and Common Areas. The Association is also authorized by the Declaration to amend such Regulations, from time to time.

To assure compliance with the Declaration and the Rules and Regulations of the Association, the Declaration makes available to the Association, remedies to enforce the Declaration and any restrictions or Rules and Regulations. Additionally, the Declaration defines the Association's authority to waive or grant variances to specific Regulations.

3 VARIANCES

The Board of Directors has the right to, in its sole discretion, waive or grant temporary or permanent variances to any Regulation set out in this document or any other Official Documents. Each variance shall be in writing and shall be specific as to the time period for which it is in effect and the action that is to be allowed. **Nothing herein shall be deemed to allow the Board of Directors to grant variances to any law or ordinance, or to the ruling or decision of any governmental body having jurisdiction, or to create any precedence.**

4 VIOLATIONS, NOTICE, APPEAL AND REMEDIES

4.1 NOTICE OF A VIOLATION

A Notice of any Violation shall be sent to the Owner at the address shown in the records of the Association. The Notice shall cite the date of the Notice, the nature of the Violation, if any unofficial notice was given then the date and details of the unofficial notice, whether the Violation is deemed a "repeat Offense", the corrective actions required, a deadline for compliance, or the time in which the corrective action must be completed, and an address for any written response from the Owner.

An unofficial notice may be provided by personal contact (phone, in-person, or email) of one or more Directors to notify the Owner of the perceived Violation and the pending Notice if the Violation is not corrected within the time provided in such unofficial notice. (No standard grace period exist.) This unofficial notice is not required and may be provided at the sole discretion of the Board.

4.2 APPEAL/RESPONSE TO NOTICE OF A VIOLATION

Except in the case of an emergency, which shall be denoted on the Violation Notice, or as otherwise provided in the Rules and Regulations, the By-laws, or the Declaration, Owners shall have a period of seven (7) days from the date of Notice indicated upon the Notice (or such other longer period as stated in the Notice) within which to appeal, or contest, the initial finding of the Association with respect to a Violation, any corrective actions that it may require, or the time frame permitted by the Association for completion of the corrective action.

Any request for appeal submitted by an Owner shall be in writing and shall be delivered to the location noted on the Notice for response prior to 5:00 PM on the seventh (7th) day or the date stated in the Notice.

Upon the appeal of an initial decision of the Association by an Owner, the Board shall determine what action by the Owner, if any, is appropriate and warranted and shall notify the Owner of its decision providing a time frame for compliance, if any is required. This decision of the Board shall then be final and may no longer be appealed. The Association is not mandated by an appeal to allow additional time for compliance by an Owner, but may do so, at its sole discretion.

If the Owner does not submit a written request for appeal of a decision of the Association within the seven (7) days (or such other period set out in the notice) or does not correct the Violation within the time specified in the Notice, and if the Association determines that Assessments for Non-Compliance and/or corrective action are warranted, the Association may take the corrective action at the Owner's expense and the Association may levy all appropriate Assessments, which include fines, costs for the HOA's corrective action, administrative costs for research and correspondence, and any associated legal fees.

4.3 REMEDIES FOR NON-COMPLIANCE

In accordance with the Declaration, the Association may levy an Assessment for Non-Compliance against the Lot of any Owner who fails to comply with a Notice of Violation. Though some of the other remedies of the Association are more specifically defined in the Declaration and in the Bylaws of the Association, upon Notice of Violation to any Owner, the Association shall have the right to require that any Violation be corrected within a reasonable time frame cited in that Notice and, failing correction and unless otherwise provided in these documents, to take appropriate action to remedy the Violation, including but not limited to any action at law. The cost of that correction begins with a second Notice letter from the Association's counsel which creates a cost to the Association of \$100. The cost of that letter, together with the cost of any other actions, such as the cost of any contractors, supervision and/or management of activities taken by the Association to ensure that compliance is achieved, shall be levied by the Association with any collection cost or attorney fees, and may then be added by the Association to the Association's continuing lien on that Lot and shall become the personal obligation of the Owner or Co-owner(s) of the Lot.

In accordance with the Lakeside at Ballentine Bylaws, the Owner is not in Good Standing until the Violation is corrected and all monies due to the Association are paid, and therefore loses use privileges of all Common Area

amenities and right to be a member of the Board or member of any committee, until Good Standing is re-established.

4.4 ASSESSMENTS FOR NON-COMPLIANCE

Assessments for Non-Compliance are in accordance with the Declaration. Assessments for generally correctable Violations are as follows. (Unusual situations do not apply and may be determined only by the Board.)

1st Offense or 1st Notice – A courtesy letter of Notice of Violation is sent out to Owner with a time frame of the allowed correction period. While this costs the Association, no charge is passed on to the Owner.

2nd Offense or 2nd Notice – A follow-up letter addressing the Violation, with notation of the 1st Offense date or the 1st Notice date, and a minimum **\$100.00** Assessment, such amount as may be determined by the Board of Directors.

3rd Offense or 3rd Notice - A follow-up letter addressing the Violation, denoting the 1st and 2nd Offense or Notice dates, and a minimum **\$200.00** Assessment (such amount as may be determined by the Board of Directors). This Notice will constitute grounds for the Association to take immediate and appropriate action to correct the Violation, including but not limited to any action at law. The Association's cost of correction taken to ensure compliance, together with any associated costs, such as the cost of any supervision and/or management of these activities, and any associated collection costs, management fees, attorney fees, and any other Assessments for Non-Compliance levied by the Association may then be added to the Association's continuing lien on that Lot and shall become the personal obligation of the Owner or Co-owner(s) of the Lot in Violation.

Assessments for **cases involving irreparable damage**, including those considered as a first Offense, (e.g., removal of a mature tree without authorization or irreparable damage to the Common Area), the Association may levy an Assessment, per count of such Violations, in amounts ranging **from \$100 to \$1500 each**, at the sole discretion of the Board of Directors, as well as stipulating any partial reparations the Member shall be required to make.

5 GENERAL REGULATIONS

5.1 PROPERTY USE AND MAINTENANCE

5.1.1 USE OF PROPERTY

All Lots shall be used for single-family residential purposes only, and no commercial enterprise, business or business activity shall be carried on or upon any Lot at any time, except with the written approval of the Association. The term "business" shall be construed to have the ordinary, generally accepted meaning, and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required thereof.

The Association shall at all times have the authority to determine in its sole discretion whether or not an activity falls within the parameters of a commercial enterprise, business or business activity and whether or not that activity requires approval by the Association in order to be conducted. It is therefore prudent for an Owner to consult the Association prior to commencing any activity that might conceivably be considered by the Association as a commercial enterprise, business or business activity and if approval is required, to obtain that approval in writing.

LEASES: Notwithstanding the above, the leasing of a home on a Lot for terms of six (6) months or longer shall not be considered a commercial enterprise or business within the meaning of this section. However, short-term leases of less than six (6) months shall be considered commercial enterprises.

As required by the Declaration, whether or not it is specifically stated in a lease agreement, the Declaration requires all leases to be subjected in all respects to the Declaration, Bylaws, and any Regulations promulgated by the Association. In addition, the Declaration requires all tenants and their guests to comply with these documents and makes the Owner responsible, not only for providing the tenant with notice of this requirement and the requirements under these documents, but also for the actions of the tenant and of their guests or Permittees.

No garage sale, moving sale, rummage sale or similar activity and no trade or business may be conducted in or from any Lot without the approval of the Association, except that an Owner or occupant residing in a Lot may conduct business activities within the Unit so long as: (a) the existence or operation of

the business activity is not apparent or detectable by sight, sound or smell from outside the Structures on the Lot; (b) the business activity conforms to all zoning requirements and all other applicable laws and regulations; (c) the business activity does not involve persons coming onto the Lot, or into the Community, who do not reside on that Lot or in the Community, or door-to-door solicitation of residents of the Community in any way; and (d) the business activity is consistent with the residential character of the Community and does not constitute any sort of a nuisance, or create a hazard or offensive use of any type or threaten the security or safety of other residents of the Community, as may be determined in the sole discretion of the Association. No signage, advertising or identifying a commercial enterprise, business, or a business activity may be displayed on a Lot, or from a Structure located on a Lot where it is in any way visible outside of that Structure, within any location abutting a private or public road right-of-way within the Community, within the Common Area, or within a public road right-of-way abutting the Community without the approval of the Association.

5.1.2 OWNER'S RESPONSIBILITY

The Declaration requires that each Owner comply with the Regulations. It is the responsibility of each Owner to obtain a copy of these documents, to familiarize themselves with these documents and to require that their family members, guests, invitees, licensees and Permittees do so as well. Failure on the part of an Owner to acquire or to be provided with a copy of the Declaration, or the Rules and Regulations or to review these documents upon receipt does not in any way minimize the rights of the Association to enforce the terms of these documents or relieve an Owner, its family, its guests, its invitees, its licensees or Permittees of their obligation to comply with these documents or the regulations set out in them.

5.1.3 MAINTENANCE WITHIN ROAD RIGHT-OF-WAY

As further defined in the Declaration, unless designated as a Common Area, or unless the responsibility for maintenance of this area is assumed by the Association as part of the Area of Common Responsibility, each Owner shall be responsible for the installation of landscaping (if landscaping acceptable to the Association does not already exist) and continued maintenance of landscaping in any portion of the road right-of-way that exists between the back of the curb (or the actual pavement, where no curbing exists) and the Lot's property line. As with all Structures located upon a Lot, including landscaping, the installation of all Structures located within these areas shall be subject to the approval of the Association and the quality of maintenance within these areas shall be subject to the standards established by the Association. All remedies available to the Association for the failure of an Owner to obtain approval for the installation of a Structure or for failure of an Owner to properly maintain a Structure, including landscaping, in these areas in accordance with the

standards established by the Association, shall be the same as those remedies available to the Association for Owners who fail to properly obtain approval, install and maintain Structures on their Lots.

5.1.4 UNSIGHTLY OR UNKEMPT CONDITIONS

It shall be the responsibility of each Owner to prevent the development of any unclean, unhealthy, unsightly, or unkempt conditions on their Lot, including the failure to properly install or maintain landscaping. 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 Community. No Lot or Structure on a Lot within the Community shall be used, in whole or in part, for the storage of any property or thing that will in the sole discretion of the Association, cause such Lot or Structure to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of Community or the surrounding property. As set out in the Declaration, all Owners are responsible for the maintenance of landscaping and the removal of debris from their Lot. In addition, all Owners shall be responsible for the maintenance of landscaping in and for the removal of debris from within the road right-of way abutting their Lot.

All exterior porches, patios and other Structures of this type as well as other locations on the Lot that can be viewed from another Lot or from the street are to be kept free and clear of unnecessary debris and clutter. Only outdoor furniture of a type and in a quantity appropriate for use on a Structure of this type shall be used on a permanent basis on these Structures or on the Lot. The authority to determine what type and quantity of furniture is appropriate and what constitutes excessive debris or clutter shall be that of the Association. No appliances shall, at any time, be stored on an exterior porch, patio or other like structure.

5.2 GARBAGE AND REFUSE DISPOSAL, GARBAGE CONTAINERS

No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers designed for that purpose and which are approved by the Association and screened from public view in a manner acceptable to the Association. All equipment for the storage or disposal of such waste material shall be kept in a clean and sanitary condition. No burning of any trash (except as approved by the Association) and no unreasonable or unsightly accumulation or storage of litter, new or used building materials, or trash of any other kind shall be permitted on any Lot, street or upon any Common Area and all of these areas shall be kept clean at all times. If such litter or other materials is found on any Lot, the same will be

removed by the Owner of such Lot, at the Owner's expense, upon written request of the Association. Should the Owner fail to remove the refuse within the period set out in the written notice, the Association shall have the right to see that the refuse is removed by an appropriate party and to have the Association assess the Owner of that Lot for all of the costs associated with that removal, together with any collection costs, which shall become a part of the Association's continuing lien on the lot.

The size, type and storage location of all garbage containers shall be approved by the Association. Except on the day of pickup by the garbage collector, all containers shall be located in a garage or in rear yards or side yards, screened or walled from front streets and adjoining properties in a manner approved by the Association. Containers and yard waste destined for county pick-up shall not be placed at the curb more than a day in advance of scheduled pick-up, nor remain at the curb past 9:00 a.m. on the morning following pick-up.

There shall be no dumping of grass clippings, leaves or other debris; rubbish, trash or garbage; petroleum products, fertilizers, or other potentially hazardous or toxic substances in any drainage ditch, storm or other drainage system pipes, catch basins, yard drains, stream, pond, lake or on any Lot, street or Common Area within the Community, except that fertilizers may be applied to landscaping on Lots, provided care is taken to minimize run-off. For a limited period of time acceptable to the Association, and subject to additional conditions set by the Association or by a governmental entity or municipality responsible for its removal, where removal of such material is regularly provided by that entity or a provider contracted by that governmental entity for its removal, trash and debris acceptable to the Association may be placed on the roadside for normal pick up.

Upon notice from the Association that the type, quantity, location, condition of the trash or debris is unacceptable or that the time frame that the trash or Debris has or will remain in view is unacceptable, an owner shall remove such trash and debris from view of the street and other Owners or from the Lot if directed to do so by the Association.

Each Owner shall maintain their Lot in a neat and orderly condition throughout initial construction of a residential dwelling and shall not allow trash and debris from its activities to be carried by the wind or otherwise scattered within the Community. Each Owner shall keep roadways, easements, swales, and other portions of the Community clear of silt, construction materials and trash from its activities at all times. Trash and debris during initial construction of a residential dwelling shall be contained in a standard size dumpster or other appropriate receptacles and removed regularly from the Lot and shall not be burned (except in a manner approved by the Association), buried or covered on the Lot. Any Lot on which construction is in progress shall be policed prior to each weekend, and during

the weekend all materials shall be neatly stacked or placed and any trash or waste materials shall be removed.

5.3 COMBUSTIBLE LIQUID

There shall be no storage of gasoline, propane, heating or other fuels, except for a reasonable amount of fuel that may be stored in containers appropriate for such purpose on each Lot for emergency operation of household heating and cooking appliances, for gas fireplaces and for the operation of lawn mowers and similar tools or equipment. Larger quantities (over 5 U.S. Gallons) must be approved by the Association.

6 BEHAVIOR

6.1 OFFENSIVE ACTIVITIES

No immoral, improper, noxious, offensive or illegal activities (including, but not limited to vulgar, abusive or otherwise inappropriate language or gestures and indecent exposure, the inappropriateness of all of which shall be the determination of the Association) shall be carried on upon any Lot, Common Area or any other portion of the Community, nor shall anything be done tending to cause embarrassment, discomfort, annoyance, or nuisance to any of the Owners or Co-owners of other Lots in the Community or any person using any Lot or Common Area within the Community, as determined by the Association in its sole discretion. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Community. Without limiting the generality of the foregoing, no speaker, horn, whistle, siren, bell, amplifier or other sound device, except such devices as may be used exclusively for security purposes or as approved by the Association shall be located, installed or maintained upon the exterior of any home site unless required by law. Any siren or device for security purposes shall contain a device or system which causes it to shut off automatically. All valid laws, ordinances and regulations of all governmental agencies having jurisdiction shall be observed.

ALL OFFENSIVE ACTIVITIES MAY BE REPORTED AND FILED WITH THE COUNTY SHERIFF'S DEPARTMENT

6.2 QUIET ENJOYMENT

Audio devices shall be played at reasonable levels at all times and the same shall not be played so as to be heard outside of the home in which being played between 10:00 P.M. and 9:00A.M.

6.3 GUNS, WEAPONS AND NOISEMAKERS:

The discharge of firearms in the Community is prohibited. Fireworks and/or firecrackers are allowed only on July 4th, New Years Eve and New Years Day only when used safely in accordance with the ordinances of Richland County. Firework activity must cease between the hours of 11:30 pm and 9:00 am on the dates previously cited and all debris from the use of fireworks/firecrackers must be removed by the Owners or Permittees responsible for such debris within twenty-four (24) hours, from all neighboring Lots and the from the nearby Common Areas. The term "firearms" includes without limitation devices that make excessive noise or that eject a projectile a distance of more than 15 feet, "B-B" guns, pellet guns, slingshots, firecrackers, and firearms of all types (regardless of size) or any comparable weapons or noisemakers. The Board may impose fines and exercise other enforcement remedies as set forth in the Declaration. Notwithstanding anything to the contrary contained herein, in the Declaration or in the By-Laws, the Association shall not be obligated to take action to enforce this Regulation.

Landscaping tools powered with internal combustion engines that can be heard inside an adjacent Lot's home shall not be operated between the hours of 9:00 pm and 8:00 am of the following day, with the exception of the Association's landscaping contractor who maintains the Common Area.

IN ADDITION, ALL VIOLATIONS OF THIS NATURE MAY BE REPORTED TO THE COUNTY SHERIFF'S DEPARTMENT AND A REPORT MAY BE FILED. NON-COMPLIANCE ASSESSMENTS WILL BE LEVIED FOR ALL INFRACTIONS OF THIS SORT, WHICH IF LEVIED SHALL RANGE FROM \$100.00 TO \$1,000.00.

7 ANIMALS AND PETS

As further stated in the Declaration, no animals, livestock, or poultry of any kind may be raised, bred, kept, or permitted on any Lot, with the exception of dogs, cats, or other usual and common household pets in reasonable number. The number and type of acceptable household pets may be determined by the Association from time to time. No animals shall be kept, bred or maintained for commercial purposes and all animals must be properly cared for and kept free of contagious diseases.

All pets shall be reasonably controlled by the Owner whenever outside a home and shall be kept in a manner that prevents excessive barking or other acts that would, in the opinion of the Board, constitute a nuisance to other owners in the Community. The owners of the pet shall be responsible for all of the pet's actions. If, in the discretion of the Board, any animal becomes destructive of wildlife, dangerous or an annoyance or nuisance to the Owners of Lots within the Community or of a nearby property, such animal shall be removed from the Community upon notice from the Association.

No pet shall be allowed by its owner to roam free (without being contained within a fenced area on the Lot or, when not within a fenced area, confined by a leash) or to deposit its feces on the Lot of another Owner or on a Common Area. Those pets which are permitted to roam free, or, in the sole discretion of the Association, endanger the health, make objectionable noise, or constitute a nuisance or inconvenience to the Owners of other Lots or the Owner of any portion of the Community shall be removed by the Owner, upon notice to do so from the Association. Any pet may be removed by the Association, if that Owner fails to remove the pet after proper notice to do so from the Association. Should a pet deposit its feces on the Lot of another Owner or upon a Common Area, it shall be the responsibility of the pet's owner or the Owner of the Lot where the pet is kept to immediately remove the feces.

8 VEHICLES AND PARKING

8.1 INOPERATIVE AND UNLICENSED VEHICLES, AUTOMOTIVE REPAIRS

No inoperative or unlicensed vehicles may be parked on a lot except in a garage. No auto maintenance or repairs of a commercial nature are allowed. Maintenance or repairs other than on your own vehicle or maintenance or repairs on any vehicle, including your own vehicle, which is of a nature other than minor maintenance or repairs is prohibited in view of the street. Minor maintenance and repairs shall be oil changes, belt replacement or general cleaning that do not make the vehicle inoperative for more than two (2) hours and that may in no way create excessive noise or draw undue attention to the activity. No vehicles, of any type, without mufflers shall be allowed on the premises.

8.2 COMMERCIAL AND RECREATIONAL VEHICLES

No commercial vehicles, motorcycles, boats or boat trailers, "jet skis", personal water craft or other water craft, utility trailers, campers, mobile homes, tractors, buses, farm equipment, recreational vehicles, all terrain vehicles, go-carts, mini bikes, motorcycles (except licensed street bikes), motor-scooters, golf carts, other towed vehicles, vehicles on blocks, unlicensed vehicles or similar vehicles (collectively vehicles) may be placed or parked on any street/sidewalk within the Community or on any paved or non-paved area of the Community or a Lot, but may be parked on any paved area of a Lot intended for vehicular parking for up to a maximum of ten (10) hours per week, and may be parked or stored inside a totally enclosed Structure or screened area specifically approved for that purpose by the Association. Otherwise, parked commercial and recreational vehicles must not be visible from the front of the Lot. The front of a Lot in this paragraph is defined as corner to corner of the property on any street(s) the property abuts.

Watercraft Exception: Watercraft and/or their trailers may be parked in the driveway or a paved area (excluding the sidewalk) of the Lot on weekends only during the summer boating months of May 1st thru September 30th. Summer Weekend parking hours are defined as Friday 8:00 a.m. until Monday at 8:00 a.m. There will be no exceptions to this policy.

Service and delivery vehicles may be parked in the Community during daylight hours for such periods of time as are reasonably necessary to provide service or to make a delivery within the Community.

8.3 PASSENGER VEHICLES

Subject to the conditions set out in the Regulations, no passenger vehicle may be parked on any portion of a Lot, specifically landscaped areas, other than paved areas designed for that purpose. Passenger vehicles may be parked in garages or on driveways if the Association determines that the number of vehicles or their type or condition is not detrimental to the good of the Community or its residents. Parking on the street of any passenger vehicle is strictly prohibited when there is available space in the driveway or garage (use of the garage as a general storage area does not eliminate it from being an “available” parking location).

Where all available driveway and garage spaces are utilized by other vehicles, parking on the street of a passenger vehicle of an Owner shall not be allowed if it is frequent, habitual or continuous and parking on the street of a passenger vehicle of an Owner or of the temporary guest of an Owner shall only be allowed if it is temporary in nature (less than six (6) hours) and in a manner or location that is neither a nuisance to any other Owners, unsafe or hazardous to traffic or to persons within the Community.

Where all available driveway and garage spaces are utilized by other vehicles, parking on the street of a passenger vehicle of a guest of an Owner that is actually residing in the home of that Owner overnight or for a limited period of time (no more than seven (7) days) is permitted as long as the manner or location are not a nuisance to other Owners, unsafe or hazardous to traffic or to persons within the Community. The parking of the vehicle of the guest of an Owner who is residing in the home of that Owner overnight or for a longer period shall be permitted as long as the vehicle is not parked on the street for more than twelve (12) hours in any forty-eight (48) hour period or, based then upon special circumstances, only if approved by the Association for longer periods.

An example of parking that would constitute a nuisance to other Owners would include, but not be limited to, blocking or impeding the use of a driveway of another homeowner, or blocking linear use of the sidewalk within the roadway’s right-of-way. Examples of parking in a manner that is unsafe or

hazardous shall include, but not be limited to, parking in a manner or location that interferes with appropriate site-distance for the roadway, is on a hill where visibility is limited, is on a curve where visibility is limited, is near an entrance or intersection, is near a Common Area where children might be playing or where other persons might collect on a frequent basis, or when the parked vehicle leaves less than twelve (12) feet of passage (for emergency vehicles) between it and another parked vehicle.

No curbside parking areas may be created by expanding any portion of the street pavement without the approval of the Association.

In all cases the Board of Directors of the Association shall, at its sole discretion, determine what constitutes the proper number and type or condition of vehicles that are appropriate for a Lot, a commercial or passenger vehicle, commercial maintenance and repairs, a nuisance to other Owners, improper parking and unsafe or hazardous parking.

The Association may tow or otherwise remove any vehicle or passenger vehicle parked in Violation of this Regulation, after notice to the Owner of the Violation. The Association may remove any vehicle immediately without notification, in cases of a hazard or an emergency or upon the documented continuous or habitual Violation by that Owner or the Owner's guest, after the initial notice has been provided to that Owner.

8.4 BOAT RAMP AND OVERFLOW PARKING

No passenger or commercial vehicles, motorcycles, boats or boat trailers, "jet skis", personal watercraft or other watercraft, utility trailers, campers, mobile homes, tractors, buses, farm equipment, recreational vehicles, all terrain vehicles, go-carts, mini bikes, other towed vehicles, or similar vehicles (collectively vehicles) may be placed or parked in the Common Area known as or next to the boat ramp. The boat ramp is designated for the loading and unloading of watercraft (defined as boats, jet skis, canoes, john boats, etc.) only.

The above mentioned vehicles may temporarily park (no more than 10 hours) in the designated overflow parking area next to the Association's pool and club house. The Association may tow or otherwise remove any vehicle or passenger vehicle parked in violation of this Regulation at the owner's expense.

The only exception to this Regulation are golf carts. Golf carts may be temporarily parked in the designated Common Area at the boat ramp. The golf carts parked in the defined "golf cart parking" area will not be towed. Golf carts parked improperly (not parked perpendicular to the curb, parked outside the designated parking area, or blocking egress of other golf carts) may be towed at the owner's expense. This designated golf cart parking area is on a

first come first serve basis. Once this area is full, homeowners may park their golf carts in the overflow parking lot next to the Association's pool and club house.

In all cases the Board of Directors of the Association shall, at its sole discretion, determine what constitutes the proper parking and the type of vehicles that are appropriate for the boat ramp area, a nuisance to other Owners, improper parking and unsafe or hazardous parking. The Board of Directors of the Association reserves the right to disallow ALL parking at the boat ramp area at anytime if necessary.

APPENDIX A

DEFINITIONS

Capitalized terms used throughout this document and any other Rules and Regulations shall have the meanings provided herein. Asterisked (*) definitions are excerpted from Exhibit B of the Declaration, but not all definitions of Exhibit B are represented here.

ARCHITECTURAL CONTROL AUTHORITY*: any appointee of the Board of Directors or an architectural control board appointed by the Board of Directors.

ARCHITECTURAL GUIDELINES*: the set of policies, rules and procedures promulgated and/or amended by the Architectural Control Authority, which shall act as a guide for the architectural control and review process and for the maintenance, construction or renovation of Structures in the Community.

ASSESSMENTS*: are defined by Article 5 (entitled "Assessments") of the Declaration.

ASSOCIATION*: the Lakeside at Ballentine Homeowners' Association, Inc., a South Carolina non-profit corporation, its successors and assigns.

BOARD/BOARD OF DIRECTORS: the Board of Directors of the Association delineated in the Bylaws. The affairs of the Association shall be managed by a Board of at least three (3) members who are also Members of the Association. The functions, scope of authority, election, appointment, terms, removal, etc. of the Directors and Board are fully described in the Bylaws.

BYLAWS*: the Bylaws of the Association.

COMMON AREA*: those areas of land specifically designated as "Common Area" on any recorded subdivision map of the Property or so designated in any conveyance to the Association by Developer including, but not limited to, any and all entrance signs, lights, sprinklers, shrubs, landscaping, parking places, drainage or other easements used, owned or maintained by the Association for the benefit of the Community, whether or not located within the street right-of-ways which have been dedicated to a governmental agency or a Lot. Such areas are intended to be devoted to the common use and enjoyment of Members, subject to the Regulations established and amended from time to time by the Board of Directors and are not dedicated for use by the general public.

COMMUNITY*: the subdivision of the Property (Lakeside at Ballentine).

DECLARATION*: the Declaration of Covenants, Conditions, Restrictions and Easements, any amendment or modification thereof, and supplements that annex additional land.

DIRECTOR*: a member of the Board of Directors.

DEVELOPER*: Boulevard Partners, LLC, a South Carolina limited liability company, its successors and assigns.

DWELLING*: a dwelling unit constructed in the Community.

GOOD STANDING: an adjective referring to a Member (i.e., in Good Standing) who is current on payments due to the Association and who has no active Non-Compliance matters being addressed in writing by the Association. The full definition and consequent restrictions for not being in Good Standing are given in Article 15 of the Bylaws.

GOVERNING DOCUMENTS: are, as defined by SC Law (§27-30-130), the Declaration, master deeds, and Bylaws and any amendments to them.

LOT*: any plot of land, with such improvements, Structures and Dwellings as may be erected thereon, shown on any recorded subdivision map or plat of the Property, but shall not include the Common Area or the streets in the Community.

MEMBER*: any Owner, as provided in Article 2 of the Declaration, entitled “Membership and Voting Rights in the Association”.

NON-COMPLIANCE: failure to comply with any of the provisions of the Declaration, the Bylaws, or the Rules and Regulations of the Association, as adopted and amended by the Board of Directors from time to time.

NOTICE: a formal letter, posted via USPS first-class, registered, or certified mail, from the Association to one or more Members.

OFFENSE: an instance of a Violation. If the Violation is determined to be similar in nature to another Violation by the same Member in the preceding five (5) years, it shall be considered a repeated Offense.

OFFICIAL DOCUMENTS: are the Governing Documents and any other documents, and any amendments thereto, adopted by the Board of Directors. Official Documents include but are not limited to the “Architectural Guidelines and Common Area Guidelines”, the “Standard Regulations”, the “Boat Ramp Rules”, the “Pool Rules” the “Clubhouse Reservation Agreement and Rules”. Current, as amended, versions of Official Documents are posted as *.pdf files on the Association’s website.

OWNER*: the record owner or Owners, whether one (1) or more persons or entities, of the fee simple title of any of the Lots but shall not mean or refer to any mortgagee or subsequent holder of a mortgage unless and until such mortgagee or holder has acquired title to the Lot pursuant to foreclosure or any proceedings in lieu of the foreclosure. Said term "Owner" shall also refer to the heirs, successors, and assigns of any Owner.

PERMITTEE: any person or entity to whom a Member gives permission to perform any act, whether or not on the Member's behalf.

PLANS*: plans, specifications, elevations and exterior designs of any Structure built or to be built on any Lot or Common Area, as well as a site plan showing building setbacks and locations of all Structures within the Lot or Common Area.

PROPERTY*: all property, including but not limited to the Lots, streets and Common Area, subjected to the Declaration.

REGULATIONS*: the guidelines, rules, policies, and procedures, including, but not limited to, the Architectural Guidelines, adopted by the Board of Directors or the Architectural Control Authority.

RULES and REGULATIONS: are the Official Documents of the Association, other than the Governing Documents, that place any requirements or restrictions on behavior or use of property, whether privately owned or owned by the Association, within the Lakeside at Ballentine Community. Rules and Regulations and their amendments require adoption by the Board of Directors to become effective, and are binding on all Members and their Permittees.

STRUCTURE*: any thing, object, tree or landscaping, the placement, size, shape, color, height and quality of which upon any Lot or Common Area may affect such Lot or Common Area, including by way of illustration and not limitation, any home, building or part thereof, garage, porch, shed, greenhouse, or bathhouse, coop or cage, covered or uncovered patio, playgrounds, playground equipment, tree houses and yard art, statuary, basketball goals (permanent or temporary), or other temporary or permanent sports equipment, swimming pool, fence, curbing, paving, driveways, wall or hedge, radio, television, wireless cable, or video antenna, satellite dishes, landscaping, well, septic system, sign, appurtenance, or signboard, whether temporary or permanent; any excavation, fill, ditch, diversion dam or other thing or device which affects or alters the natural flow of waters from, through, under or across any Lot or Common Area, or which affects or alters the flow of any waters in any natural or artificial stream, wash or drainage channel from, upon or across any Lot or Common Area; and any change in the grade of any Lot or Common Area of more than six (6) inches.

VIOLATION: a Non-Compliance, or the performance of any action prohibited by, or the non-performance of any action required by, the Declaration, Bylaws, or any of the Rules and Regulations of the Association.