

STATE OF SOUTH CAROLINA) **AMENDMENT TO CAROLINA WALK**
) **PROPERTY OWNERS ASSOCIATION'S**
COUNTY OF RICHLAND) **RULES AND REGULATIONS**

RECITALS:

WHEREAS, the South Carolina Homeowners Association Act (S.C. Code Ann. §§ 27-30-110 to -170) requires Homeowners Associations to record Governing Documents, Rules, Regulations, and amendments thereto; and

WHEREAS, the Master Deed of Carolina Walk Horizontal Property Regime was recorded on August 29, 2006 in the Office of the Register of Deeds for Richland County in Deed Book 1223 at Page 41 (as amended and supplemented, the "Master Deed"); and

WHEREAS, pursuant to the Master Deed, Carolina Walk Property Owners Association (the "Association") is the Homeowners Association for Carolina Walk; and

WHEREAS, Carolina Walk Property Owners Association has previously recorded certain Rules/Regulations/Procedures and Fines, all of which are superseded by the Amendment to the Rules and Regulations set out herein; and

WHEREAS, the Carolina Walk Property Owners Association hereby reserves the right to further amend the Rules and Regulations of the Association:

NOW THEREFORE, Carolina Walk Property Owners Association does hereby record the following Amendment to the Association's Rules and Regulations:

FINES

The Board of Directors has adopted the following fines as permitted by the Bylaws of Carolina Walk Property Owners Association at paragraph 4 Board of Directors (i) iv)

Each violation carries a fine of \$250 per offense. There may be multiple violations and offenses during one event. After the third offense, the Board may sue in Magistrates Court for injunctive relief and/or for collection of any unpaid fines.

OWNER RESPONSIBILITY

The Owners are responsible for the acts and omissions of their family members, guests, renters, and invitees; thus, the Owners alone will suffer the fines for their violations.

RENTAL LEASES

As set out in the Carolina Walk governing documents, any lease agreement must be submitted to management for approval before the lease is executed. The Primary purpose is to identify the terms of the lease which must include the following:

- A lease/rental term for a minimum of 4 months
- Identify the renters with their contact information
- Include a Statement that No Pets are Allowed.
- It must be stated that during Gameday, the unit is not to be subleased and NO parking spaces are allowed to be. This includes the unit spaces, tailgate spaces, 8th floor parking, or E-parking spaces.

RESIDENT CONTACT INFORMATION

The contact information (names, telephone numbers, and email addresses) must be furnished to management when there is a change in occupancy of the unit. This information is needed on every resident at Carolina Walk so that Management can communicate directly to those individuals as needed. It also allows Management to know who is allowed to be at Carolina Walk, and who is allowed to have, or give permission, to access to an owner's condominium, if they are not the owner. A resident would be anyone (renter or guest) who resides at Carolina Walk on a regular basis.

INSURANCE POLICIES

As per the Carolina Walk governing documents, Owners are required to submit proof of insurance for their condominium. This policy is typically called an HO6/Condominium Owners Policy. The policy is to cover the owner's contents, and personal liability coverage to cover property damage or bodily injury to others due to an issue caused by the owner. If an owner rents/leases unit, the renter must in addition provide an HO4 – Renters insurance policy which covers the tenant's contents and personal liability coverage to cover property damage or bodily injury to others due to an issue caused by the renter.

SECURITY

- All Doors accessing lobbies and floors are to be closed at all times. No door is to be propped open or items jammed in the door to keep it open. Doors will be unlocked during gameday while security is on the premises.
- Gate system around the perimeter and garage must be entered by one of the gate entrances. No gate is to be propped or jammed open. Fences are not to be climbed on or jumped over. Gates will be manned by security on gameday.
- Owners will incur a fine for violation by the owner, renter, or any guests or invitee of the owner or renter. In addition to the fine, the owner will be also be charged for any property damage that occurs.
- If violator is not an owner, renter, or guest, they will be charged with trespassing and prosecuted to the full extent of the law.

PET POLICY

- Only owners and their immediate family are allowed to have a maximum of 2 pets, with each limited in weight to less than 75 pounds, living or visiting at Carolina Walk.
- The Association shall have no liability to any person, nor shall it be responsible for damage or injury caused by any animal, including any service animal, brought or kept in the Community by an Owner, by members of the Owner's family, or by the Owners' guests, tenants or invitees.
- Any Owner that rents his or her Unit shall include in the lease agreement with the tenant a provision stating that no pets are allowed on the Property by the tenant or any guest of the tenant. This section shall not be construed to restrict service animals.
- No animals shall interfere with, intimidate, threaten, or have a reasonable likelihood of interfering with, intimidating, or threatening, any person, the rights of any Owner or the peaceful and quiet enjoyment of the Condominium by any Owner.
- No animal shall be kept, bred, or maintained for commercial purposes.
- No animal may be left unattended outdoors, including on any terrace or balcony areas.

- Every dog must be properly licensed and vaccinated; and shall be leashed when at the Condominium Property, when not in the Owners' Unit, and always under the direct control and supervision of the Owner or other responsible person.
- The Owner shall be responsible for the immediate and proper disposal of all waste matter of all animals. Animals shall only be permitted to relieve themselves in designated areas outside of the Condominium buildings.

PATIO AND BALCONY RESTRICTIONS

- **GRILLS**
Open flame cooking units are not allowed by law on patios or balconies. Electric grills with a maximum cooking space not to exceed 320 square inches of cooking surface are permitted.
- **NO ADVERTISEMENT**
No advertisement is to be placed on the balconies or other location on the property. Banners will be allowed on balconies supporting Carolina Gamecocks during Gameday only.
- **DECORATIVE LIGHTS**
Only clear or warm white single incandescent or LED Mini Lights, 120V may be used to tastefully decorate. Lights must be stationary and not blink, twinkle, or run a pattern.

DISTURBING NEIGHBORS

Owners and Renters must be respectful of others, and of the residents' rights to peaceful enjoyment during their stay at Carolina Walk. No excessive loud music or noise will be tolerated from condominium units or parking spaces.

Smoking of Marijuana is prohibited at Carolina Walk. Any use will be reported to the police.

DAMAGE TO PROPERTY

Owners will incur a charge to repair or clean any common property damaged by the owner, renter, or any guests or invitee of the owner or renter. This includes contractors. If the act was intentional, the owner will incur a fine in addition to being charged for repairs.

PARKING

All parking spaces located in the garage on floors 1-7 are owned by the individual condo owners, and they have the exclusive use of those parking spaces year-round. This includes the E-Space Parking Spaces identified with an "E" in front of the space number owned by individual unit owners as extra spaces. Anyone found parking in those spaces are subject to being towed without notice. With the exception of Gameday Event times, anyone can park outside of the garage in the front Tailgate Parking or on level 8 of the garage in any space that is not occupied.

DEBRIS FROM BALCONIES

Balconies are the responsibility of the unit owner. Debris falling from a balcony down to lower balconies, patios, or the grounds is extremely dangerous and trashes the complex. Unit owners are responsible and will be held accountable for their actions, as well as the actions of their guests and/or renters. The debris coming from an upper balcony includes but is not limited to cans, bottles, sweeping trash, water, other liquids, spitting, cigarette butts, ice, and etc.

GARBAGE & DUMPSTER

Garbage – is to be placed in Garage Trash Carts in a tied plastic trash bag (No Loose Garbage). **DO NOT THROW BAGGED GARBAGE IN THE TRASH CANS** at the entryway into each lobby.

Dumpsters – **DO NOT** place construction/remodeling debris including but not limited to old furniture, mattresses, or appliances in or around the dumpsters next to the Tailgate Parking area. This is for the exclusive use of the Carolina Walk Staff to place the garbage in twice a week.

ADDITIONAL GAMEDAY RULES AND REGULATIONS

- Violation of ANY Rules and Regulations during Gameday are subject to fines and may cause revocation of Gameday Privileges.
- No counterfeiting, selling, or reproducing Gameday wristbands or Car Parking Placards.
- All owners, renters, and guests on the common grounds of Carolina Walk, including the rooftop, must have an original Carolina Walk game specific Gameday Wristband.

ATTORNEY'S FEES AND COSTS

The Owner assessed any fine or fines resulting from violations of any of the Rules and Regulations set out herein, shall bear complete responsibility for the payment of any and all attorney's fees and costs incurred by the Association in connection with enforcement, whether or not the same be incurred prior to suit, in suit, or thereafter.

IN WITNESS WHEREOF, Carolina Walk Property Owners Association has by its duly authorized officers set its hand and seal this 9th day of August, 2022.

SIGNED SEALED AND DELIVERED
in the presence of:

**CAROLINA WALK PROPERTY OWNERS
ASSOCIATION**

[Signature]
Witness 1

By: [Signature]

[Signature]
Witness 2/Notary Public

Print Name: CONSTANCE R. HANNA

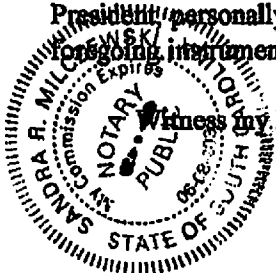
Its: President

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

ACKNOWLEDGEMENT

I, Sandra R. Milewski, Notary Public for the State of South Carolina, do hereby certify that Carolina Walk Property Owners Association, by Constance R. Hanna, its President, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 9th day of August, 2022.



[Signature]
Notary Public for South Carolina
My Commission Expires: 8/28/25