

The Good Neighbor

Rules and Regulations For Living at Tides













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NOTE:

- These Rules and Regulations, effective April 12, 2018, replace all prior rules and regulations in their entirety.
- "Residents" as used in these Rules and Regulations refers to both owners and tenants.

Property Management

Regime (HPR). Tracie Baird, the full-time onsite manager, has an office in the lobby of Building 3. Her hours are Monday through Friday, 9 a.m. to 5 p.m. You can reach Tracie by email (tracie.tides@ravenelassociates.com) or telephone (843-216-6476). If you call after hours, leave a message with a 24-hour answering service.

Beverly Harne is the Regime Manager and Tracie's supervisor. If Tracie is unavailable, Beverly can be reached by email (bharne@ravenelassociates.com) or telephone (843-266-3901).

Any question regarding a rule, regulation or policy should be directed to Tracie. In addition, she should be notified as follows:

- Immediately to report any problem related to community property or buildings, including a water leak in your unit.
- If you need a unit fob (currently \$20), garage door opener (currently \$50), resident parking sticker or visitor parking tag. Allow 2-3 business days for programming a fob.
- To register a dog (see page 4).
- At least one business day before the delivery of a major item, such as an appliance or piece of furniture, so that protective pads can be installed in the elevator (see page 14).
- After a move or furniture delivery has been completed to have elevator pads removed.
- To reserve the Harbor House for a private event (see page 7).
- If you want to host a pool or lobby/common terrace event involving more than 10 people (see pages 6 and 8).
- At least one week before starting a renovation or major repair in your unit. An acknowledgement of contractor rules and an Indemnity Agreement must be signed (see page 11).
- At least three business days in advance of any work that requires (1) a crane or (2) outside access of the building by repelling or (3) a permit by the Town of Mount Pleasant. Check with the Property Manager if you're not sure whether the work requires a permit.
- If you plan to sell your unit (see page 14).
- At least one week in advance of a move so that neighbors can be notified and cars relocated as needed (see page 14). Be sure you understand all requirements, including days and times when moves are prohibited.
- At least 30 days in advance of the start date of a unit lease. A number of documents plus a lease deposit (currently \$1,000) and a nonrefundable administration fee (currently \$200) must be provided at that time (see page 15).

Note: Property management and emergency personnel have the right to enter units for maintenance, emergency, security, or safety purposes. Except for an emergency situation, entry will be only during reasonable hours and after reasonable notice to the owner and/or resident of the unit.

General Rules

- 1. No illegal business is allowed at Tides, and no activity is allowed in any unit that is a nuisance to other residents or their guests.
- 2. Owners are responsible for maintaining their units and for the cost of repairs within their units. Each unit owner is required to carry an HO6 insurance policy that names the Association as an additional insured and to provide a copy of the policy to the Property Manager.
- 3. Residents and guests will be respectful of others and keep noise to a reasonable level in units, at the pool, in the fitness center and in other common areas (particularly between the hours of 10 p.m. and 8 a.m.). Cell phone conversations in common areas are to be kept to a reasonable limit and volume.
- 4. Smoking (including e-cigarettes) is not allowed in the Harbor House, building lobbies, lobby terraces, stairwells, garages, elevators and enclosed pool area. In outdoor areas where smoking is allowed, butts must be disposed of in the receptacles provided around the property for this purpose.
- 5. Except within the pool enclosure area, shirts or bathing suit cover-ups are required.
- 6. No signage or decoration (including potted plants) is permitted in hallways or on doors.
- 7. The public view of all terraces must be clean and consistent. No signs, flags, lights, candles, etc. are to be displayed on terraces, terrace railings or other areas with a public view. Only tasteful furniture, plants and other décor in good condition may be kept on terraces and rooftops. Draping towels and other items over terrace railing is not permitted.

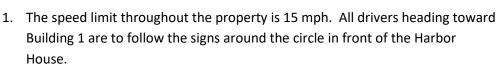
Residents share the responsibility for maintaining all common areas.

- 8. Temporary seasonally appropriate décor, including terrace lighting, wreaths and garland, is allowed during the traditional December holiday season.
- 9. The outside facing sides of all interior window treatments must be white, and all doors must be the same.
- 10. Only approved infrared and electric grills are allowed on terraces. Open flame and charcoal grills are not permitted in any unit or on any terrace. Gas grills for shared use by residents are available in the enclosed pool area (see page 6).
- 11. Propane heaters are prohibited on all terraces.
- 12. Toilets and other water apparatus are not to be used for any purpose other than what they are designed for. Disposal of rubbish, rags, paper, paper towels, "flushable" wipes, ashes, dental floss or any other non-conforming substance, as found on Mount Pleasant's Waterworks website, in toilets or drains is prohibited.
- 13. No antennas or equipment of any kind for the purpose of additional broadcast services may be installed without Board approval.
- 14. Carrying or discharging firearms or fireworks on common property is prohibited—except for the limited purpose of transporting legal firearms to or from a unit. Firearms include BB guns, pellet guns, paintball guns, etc., regardless of size.

Trash Disposal and Recycling

- 1. Residents are responsible for disposing of all trash and recycling in designated receptacles in the garages. All trash must be bagged and sealed in appropriate trash bags. Do not dispose of hazardous materials in any of the receptacles, and do not throw loose trash or liquids (including paint) into the dumpsters.
- 2. Cardboard and other collapsible boxes should be broken down and placed in the recycling receptacle or, if large, on the floor beside it.
- 3. No trash is to be left in hallways, stairwells, or any other shared indoor or outdoor area.
- 4. Construction/remodeling debris must be disposed of as described on page 13, and not in the garage trash or recycle bins.
- 5. Residents must make individual arrangements to dispose of large household items, such as mattresses, file cabinets, chairs, ladders and furniture.

Traffic, Parking and the Garage





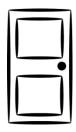
- 2. Each unit is assigned one parking space in a garage and one remote controlled garage door opener. All cars parked in a garage must display a permanent Tides parking sticker, available from the Property Manager.
- 3. Storage cages in garages are assigned to owners by the Board, generally on a shared basis, and may be reassigned as needed.
- 4. Do not leave a vehicle unattended in front of an elevator or in another resident's parking space to load or unload. Carts and valets are to be used at assigned parking spaces.

Storage cages in garages may be reassigned by the Board as needed.

- 5. Car washing is not permitted in the garage.
- 6. All outside parking is nonexclusive and to be shared by all residents and visitors. However, as a courtesy, it is expected that residents will ask visitors especially contractors and drivers of commercial vans and trucks—to not park in the first row closest to Buildings 1 and 3.
- 7. All vehicles owned by Tides residents that are parked outdoors must display a permanent Tides parking sticker.
- 8. Parking is not permitted in the circle in front of the Harbor House.
- 9. Vehicles of overnight guests must display a temporary visitor parking tag.
- 10. Parking or storing boats, RVs, trailers, and automobiles not in working condition is not permitted.

Security

Under no circumstances is a resident to give a fob or code to a nonresident. If a
housekeeper, contractor or other visitor needs access to a unit on a regular basis,
the resident must request a special code from the Property Manager. The code will
be programmed to operate only on specific days and/or times as needed.



- 2. Similarly, a temporary code should be activated for guests in advance of a party or other one-time event hosted in a unit.
- 3. Anyone entering a Tides building other than a resident (including family members) is considered a visitor. The Property Manager must be notified in advance if a visitor will be staying in a unit while the resident is away.

Residents share the responsibility for ensuring security at Tides.

4. A \$20 fee will be charged to replace a lost fob or reprogram a deactivated fob.

Animals

AFTER YOUR DOG

CLEAN UP

- Domestic dogs, cats and caged birds may be kept in a unit, provided they are not kept for commercial purposes and do not create unreasonable noise or other nuisances for residents. Pets must be vaccinated and kept in accordance with the County Health Department laws and regulations. No more than four domestic pets may be kept in a unit.
- 2. All dog owners must submit a *Pet Registration* form and photograph of the animal to the Property Manager. A DNA test at the dog owner's expense is also required.
- 3. All pets must be leashed and kept under control when outside. The owner of the pet or the person responsible for the pet must immediately remove any feces left on the property by their pet. Pick-up bags and trash cans are located throughout the property for this purpose.
- 4. Dogs should not be allowed to kick dirt, mulch or other ground covering onto sidewalks in front of buildings. The owner is responsible for cleaning any debris or landscape disturbance caused by his pet.
- 5. Pets are not allowed in the Harbor House, pool area or fitness center.

Pool and Hot Tub



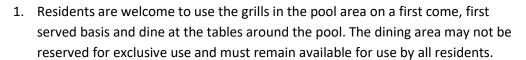
- The pool and hot tub are available only to residents and their guests.
 Residents are responsible for their guests and must ensure guests are familiar with the rules.
- 2. All persons using the pool do so at their own risk and agree to abide by the rules. There is no lifeguard on duty. The Association assumes no responsibility for an accident or injury in connection with such use or for any loss or damage to personal property.
- 3. Unless otherwise specified, the pool and hot tub are open daily from 6 a.m. until 10 p.m. The pool may be closed, or its use limited, at any time because of weather (for example, lightning), operational difficulties, overcrowding, at the Board's or Property Manager's discretion.
- 4. No glass of any type is allowed in the pool area.
- 5. No one under the age of 15 is allowed in the pool area without the supervision of an adult.
- 6. Locking pool gates close automatically and are not to be propped open. You are not to let people into the pool area whom you do not know.
- 7. If you use/open umbrellas in the pool area after all staff has left for the day, close them when you leave.
- 8. Loud or prolonged cell phone conversations, loud music and offensive or abusive language and/or behaviors are prohibited. No "horse play" (e.g., riding on shoulders, throwing children, unsafe stunts) is allowed in or out of the pool.
- 9. Proper swim attire is required for all those entering the water. Nudity is prohibited.
- 10. Swim diapers are required for children who are not potty trained. By law, swim diapers and swim pants are not a substitute for frequent diaper changes and bathroom breaks. It is recommended that swim diapers and swim pants be checked frequently and changed away from the poolside.

11. Pets are not allowed in the pool area.

Parents must follow state health laws for young children.

Note: The operation of the pool is under the jurisdiction of SC DHEC. Violations of DHEC rules may result in SC DHEC closing the pool and fining the Association. SC DHEC Pool Rules and Regulations are posted at the main entrance gate to the pool. It is each resident's responsibility to become familiar with them.

Outdoor Grilling and Dining





- 2. No glass items (e.g., beverage containers, bottles, plates, serving dishes) are allowed in the pool or on the deck. Any resident taking a glass item into the pool area or allowing a guest to do so may lose pool privileges. If broken glass is found, the SC DHEC may shut and drain the pool and impose fines. The resident will be responsible for the entire cost.
- 3. Food and beverages in plastic or other non-breakable containers are allowed at seating areas.

Grills and the dining area may not be reserved for exclusive use.

- 4. Eating is not allowed while in or sitting on the edge of the pool or hot tub.
- 5. Do not put anything in the icemaker, and do not allow children to remove ice.
- 6. After cooking, make sure the grills are turned off. If the grill is cool, replace the cover. Close umbrellas, return pool furniture to its proper location, throw away trash and remove all food or drinks from table and refrigerator. Items left behind will be disposed of on the next business day.



Pool Events

- 1. The pool area may be used for an event, but it may not be reserved for private use.
- 2. Residents are responsible for their and their guests' actions, including behavior that results in damage to pool furniture or grills.
- 3. Hosting more than 10 people (residents and/or guests) is considered a "pool event" and requires advance notice to the Property Manager for the purpose of notifying other residents. Pool event hosts must complete a *Special Event Application* and sign a *Special Event Agreement*, both available from the Property Manager.
- 4. It is the host resident's responsibility to ensure that guests follow all rules under "Pool and Hot Tub" (page 5) and "Outdoor Grilling and Dining" (above).
- 5. Outdoor music must end by 9 p.m.

Harbor House Events

- 1. Private use of the Harbor House is available for social events.
- 2. Residents are responsible for their and their guests' actions, including behavior that results in damage to the property or furnishings.
- 3. Events must be scheduled in advance by completing a *Special Event Application* and signing a *Special Event Agreement*, both available from the Property Manager.
- 4. The Harbor House is available to residents at no charge. However, a \$250 security deposit is required within 24 hours of making a reservation. The security deposit will be returned if the Property Manager determines that there is no damage and the area is clean.

Harbor House events must be approved in advance by the Property Manager.

- 5. Use of the Harbor House for private functions is limited to the common room and roof top deck. The fitness center, pool and sauna may not be used by attendees at a private Harbor House function.
- 6. Noise must be kept to a reasonable level before, during and after the event.
- 7. Doors must be kept closed during the event.
- 8. The maximum number of persons is 60 inside or a total of 140 (inside and outside).
- 9. The resident reserving the Harbor House for a private event must be present at all times during the use of the facility, including during any set up or breakdown by vendors, caterers, florists, etc.
- 10. The Harbor House interior (not the exterior) may be decorated in good taste, provided no permanent damage results. Using nails or tacks is not permitted, and no decorations are to be hung from or in any way interfere with sprinkler heads or any other component of the fire safety system.
- 11. If you use/open umbrellas on the roof top deck after all staff has left for the day, close them when you leave.
- 12. Outdoor music must end by 9 p.m.
- 13. Harbor House events must end by 11 p.m.

Lobby and Common Terrace Events

1. A building lobby and/or common terrace may be used for an event, but neither may be reserved for private use. They must remain available for use 24/7 by all residents.



- 2. Residents are responsible for their and their guests' actions, including behavior that results in damage to the property or furnishings.
- 3. Hosting more than 10 people (residents and/or guests) in a lobby or on a common terrace is considered a "special event." Special events must be scheduled in advance by completing a *Special Event Application* and signing a *Special Event Agreement*, both available from the Property Manager.
- 4. A building lobby and/or common terrace use is available to residents at no charge. However, depending upon the type of event, a \$250 security deposit may be required within 24 hours of making a reservation. The security deposit will be returned if the Property Manager determines that there is no damage and the area is clean.
- 5. The maximum number of persons for an event in Building 1 is 40 for the lobby only or 140 for the lobby and terrace.
- 6. The maximum number of persons for an event in Building 2 or 3 is 20 for the lobby only or 120 for the lobby and terrace.
- 7. No music is permitted in a building lobby or terrace without prior approval of the Board.
- 8. Lobby and terrace events must end by 9 p.m.

Restrictions on Use of Pool Area, Harbor House, Lobbies and Terraces



- 1. Fundraising or the sale of any product of service is prohibited.
- 2. No event can require a guest to purchase a ticket to attend. Guests attend only by personal invitation of a resident. Invitations cannot imply that the Association is participating in, advocating for or condoning any group or entity that is represented at the event.
- 3. If the Harbor House is used for a political, business or religious gathering, the host and attendees must be respectful of residents who may not support their cause or share their beliefs. No displays, signage or other forms of advertising may be distributed or displayed outside of the Harbor House.
- 4. The pool area, lobbies and terraces may not be used for political, business or religious gatherings.
- 5. The sale of alcohol is prohibited. Residents assume sole responsibility for any liability that may arise in connection with the service or consumption of alcohol.
- 6. The Board reserves the right to deny use of any facility.

Fitness Center, Sauna and Steam Room

1. The fitness center is available only to residents and their guests. Residents are responsible for their guests and must ensure guests are familiar with the rules.



- 2. All persons (including trainers) using the fitness center do so at their own risk and agree to abide by the rules. The Association assumes no responsibility for an accident or injury in connection with such use or for any loss or damage to personal property.
- 3. Unless otherwise specified, the fitness center is open daily from 5 a.m. until 11 p.m. It may be closed, or its use limited, at any time because of weather (for example, hurricane) or operational difficulties, at the Board's or Property Manager's discretion.
- 4. Cell phone conversations may not exceed two minutes.
- 5. No one under the age of 15 is allowed in the fitness center without the supervision of an adult. No one under the age of 18 is allowed in the sauna or steam room.
- 6. Pets are not allowed in the fitness center.
- 7. Exercise equipment is to be used for only its intended purpose.
- 8. Users must wipe down all equipment after use with anti-bacteria wipes, which are available in the fitness center.
- 9. Users must rack all weights after use, and return all equipment to its designated place. Do not drop weights on the floor.
- 10. Equipment may not be reserved and users are expected to be courteous to one another allowing others equal access.
- 11. No food, chewing gum, alcohol, tobacco products, or electronic cigarettes are permitted.
- 12. Beverages, including water, must be in unbreakable containers.
- 13. Shirts and appropriate fitness attire must be worn at all times. Rubber soled shoes (sneaker type) must be worn when using equipment. No bare feet, flip flops or bathing suits are permitted.
- 14. Use no more than two towels (provided in the fitness center) per visit. Place soiled linens in container before leaving. Fitness center towels are not to be used at the pool.
- 15. The thermostat can be adjusted only by the Property Manager. Immediately report any problems.
- 16. Personal trainers hired by residents are permitted at the fitness center but must be accompanied at all times by the resident.

Cell phone conversations must be brief in the fitness center.

In Case of a Storm or Emergency

1. If you are directed by the Board or Property Manager to prepare for inclement weather, all items must be removed from terraces and rooftops in a timely manner.



- 2. Move your car in advance of a major storm from the garage to higher ground. If the community loses power, garage doors will not operate.
- Breezeways, hallways, stairwells and entry vestibules must remain clear of obstacles at all times. No light fixture, furniture, wall hanging or other article may obstruct a fire door in an entry vestibule or on a breezeway. Bicycles, scooters, indoor furniture, baby carriages, toys, etc. may not be kept in breezeways, hallways, stairwells or vestibules.

Furniture and other items on terraces and rooftops can subject the community to serious danger during a storm.

- 4. Appropriate outdoor furniture may be placed in breezeways provided it does not block emergency exits. Any obstacles deemed to pose a safety risk may be removed and stored or discarded at the discretion of the Property Manager.
- 5. If you want to report a problem outside of regular business hours, call the answering service at 843-216-6476. Give a clear, detailed message of the issue, along with your name and phone number. Depending on the urgency of the matter, your call will be returned either immediately or on the next business

6. For life-threatening emergencies or criminal activity, call 911.

day.

County and State of SC emergency procedures are posted on the Tides website.

Renovation Considerations and Responsibilities

- An owner may select any appropriately licensed and insured general
 contractor, subject to the Association's reasonable approval or act as the
 general contractor and hire subcontractors. The general contractor is
 responsible for all those performing work within a unit unless the Property Manager is notified
 otherwise. Notification to the Property Manager is the responsibility of the owner.
- 2. The owner and each contractor must read and agree in writing to abide by all rules for renovations.
- 3. Owners are responsible for ensuring that all contractors are licensed in the State of South Carolina and the Town of Mount Pleasant and must have general liability and property damage insurance, each in the amount of \$1,000,000, and workers' compensation insurance. The owner, Tides HPR Owners Association and Ravenel Associates must be named as additional insureds for liability insurance on all certificates of insurance. Certificates of insurance must be presented to the Property Manager; no work will be allowed until the certificates are submitted. Plumbers and electricians must provide copies of licenses.
- 4. Owners agree to hold Tides HPR Owners Association, Inc., its Board of Directors and its officers, and Ravenel Associates and its agents, employees and officers, harmless against liability for (a) injury to, death of, or damage to property of third persons to the extent caused by the owner, general contractor, designer or any of their agents or employees, and (b) mechanics liens on the common area arising out of or resulting from the work. Owners must execute an Indemnity Agreement prior to the commencement of work.
- 5. Work plans must be prepared in writing by a licensed engineer if there are changes to the unit's structure or plumbing, electrical, mechanical or acoustical systems. Two copies of the plans must be submitted to the Property Manager for approval prior to the commencement of work. The submittal must have samples of the flooring and sound attenuation materials, if applicable, that will be installed in the unit. When plans are approved, one set of plans will be returned to the owner and the other set will be kept in the Association's files.
- 6. Work that begins without written approval is subject to fine, alteration and/or removal. If the submittal has been disapproved, it can be resubmitted for review if changes are made so that it conforms to Association's guidelines. If an owner feels the plans have been unfairly reviewed, the owner may appeal to the Board for a rehearing.
- 7. Copies of any building permits required by the Town of Mount Pleasant must be submitted to the Property Manager prior to the start of construction and posted in the unit during the construction.
- 8. The Property Manager and/or the Board of Directors may visit the unit while work is in progress and has the authority to stop work in any unit for failing to comply with these guidelines, creating a fire or safety hazard or interfering with activities in common areas. During a work stoppage, contractors will collect tools and exit the unit. The Association has the right to stop any work that is in violation of these regulations.

- 9. Owner must ensure that components of the Association's fire protection system (the hard wired alarm and sprinkler heads) are protected and are not damaged or compromised during any work within the unit. The removal of any device or component of the system must be performed or supervised at the owner's expense by the fire protection system maintenance company contracted by the Association. Costs to repair any damage to the fire protection system as a result of failure to comply with this rule will be at the owner's expense. Additionally, if any alterations to electrical wiring in the unit are part of any renovation or remodel proposal, owner will ensure that alterations will not impact the wiring of the fire alarm system. The owner may be charged for tripping interior alarms (emergency, fire and intrusion).
- 10. If the Association is forced to employ an attorney to ensure compliance, collect fines, etc., the owner will be liable for reasonable fees charged by that attorney and any related expenses in addition to all fines and/or any cost to the Association.

Owner must make sure that the Association's fire protection system (including unit alarm) is protected.

11. The owner is liable for the actions of his contractors and/or workmen, including those listed under "Rules for Contractors" below. Any damage to common areas or adjacent Units caused by the improvement is the owner's responsibility. All damage must be reported immediately to the Association along with a schedule of repairs as is reasonably acceptable to the Association. If the damage is not repaired in a timely manner, the Association may make the repairs and charge the owner.

Rules for Contractors

1. All noise must cease at 4:30 p.m. and all workers must exit the building by 5 p.m. No work is permitted on weekends or nationally observed holidays without the prior approval of the Board of Directors.



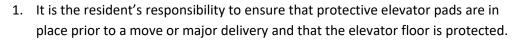
- 2. Contractors must use their own equipment. No equipment or tools that are the property of the Association are to be used at any time.
- A minimum of two days' advance notice is required to turn off the water and/or gas to any common area or unit not owned by the owner.

Working hours are 9 a.m. until 5 p.m. Monday through Friday.

- 4. When resetting toilet bowls, double wax rings must be used.
- 5. All floor areas are to be protected from the building exterior doors to the owner's unit door including lobby tile, elevator carpet and the hallway carpeting to the unit. Floor coverings are to be removed at the end of each day.
- 6. All work must be performed inside the Unit, or on the unit's terrace or adjoining breezeway. The Property Manager also may, but will not be required to, designate a work area in the parking lot. Workers cannot set up equipment in hallways, lobbies or garages. Equipment cannot be stored overnight in breezeways, hallways or lobbies or, if permitted, in designated work areas. All materials must be stored inside the unit or taken offsite each evening. No cutting, sawing, or other work may be done in the hallways, corridors, basement, garage, or any other common area.
- 7. The front door to the unit must be kept closed during construction in order to contain dust, dirt, noise, paint fumes, etc.
- 8. Common areas (hallways, lobbies and elevators) must be kept clean and clear of debris throughout the workday. The trash bins inside the buildings are not to be used. Construction refuse is not to be deposited in the dumpsters or other receptacles which are provided for normal household use. Dumpsters may not be placed on the property. Contractors may park a trailer for daily collection of refuse and debris in a designated area of the parking lot. All trash and debris must be carried off-site on a daily basis.
- 9. Contractors and vendors are not allowed to park in the garages. Do not obstruct traffic circles, walkways or entrances. When unloading, unload and move vehicle ASAP. No materials whatsoever may be left in front of the building or in any of the common area of the building. Any paint or oil stains from vehicles must be cleaned up by the general contractor or owner.

The elevator walls must be padded

Moving and Major Deliveries





- 2. Blocking elevators or any passage by stacking boxes/furniture on sidewalks, driveways or in the lobby and halls is not permitted.
- 3. Trucks must not park in the circle in front of Building 3 or in fire lanes.
- 4. Propping open doors to the building is not permitted. A resident or resident representative must be present at the building door to provide access to movers/deliverers and ensure building security.
- 5. Elevators may not be wedged open or forced to stay open in any way to hold an elevator.
- Movers, deliverers and residents are expected to be considerate of others who may need to use the elevator during the move or delivery.

Moves and deliveries must be completed between 9 a.m. and 5 p.m. Any exceptions must be approved in advance by the Property Manager or Board.

- 7. Resident is responsible for damage to any common area caused by a move or delivery.
- 8. For moves only, (a) the resident must provide the Property Manager written notice one week prior to the move, and (b) the moving company must provide proof of insurance to the Property Manager before the move begins.

Unit Sales

- 1. Owners must contact the Property Manager before listing a unit for sale.
- 2. A copy of the listing agreement must be provided before a fob or a code will be assigned to the listing agent. This fob is not to be given to other realtors for the purpose of showing the unit. The listing agent must be present at all showings. Unit fobs and keys are not to be hidden or available outside the unit.
- 3. Except for group showings to which only realtors are invited, open houses are not permitted.

Open houses are not permitted.

Leasing

- 1. A lease must have an initial term of no less than one year.
- 2. A unit may not be divided into or operated as "timeshares" or interval ownership segments.
- CONTRACT
- 3. The Property Manager must be notified of the intent to lease a unit a minimum of 30 days prior to signing of new lease or lease renewal.
- 4. After a copy of the listing agreement is provided to the Property Manager, a fob or code will be assigned to the listing agent. This fob is not to be given to other realtors for any purpose and keys are not to be hidden in common areas of a building. The listing agent must be present at all showings.
- A lease agreement must be in writing and must be expressly subject to the terms of the Master Deed, the Bylaws and the Rules and Regulations.
- 6. At least one week prior to the start of a lease, the Property Manager must receive the following:
 - a. a copy of the signed lease
 - b. a completed Tenant Contact Info and Sign-off form
 - c. confirmation that the tenant passed a criminal background check
 - d. a copy of the tenant's HO-4 insurance policy with the Tides Horizontal Property Regime named as certificate holder
 - e. a copy of the owner's HO-6 insurance policy with the Tides Horizontal Property Regime named as certificate holder
 - f. a check from the owner payable to the Tides HPR for \$200 as an administration fee
 - g. a check from the owner payable to the Tides HPR for \$1,000 as security deposit to be deposited in an escrow account for the duration of the lease.
- 7. An owner is responsible for ensuring that his tenant complies with the terms of all governing documents. If a tenant is in violation, the owner may be fined as described on the next page.

An owner must ensure that his tenant(s) understands and fully complies with the terms of the Master Deed, the Bylaws and the Rules and Regulations.

Fines

- 1. The violation of any provision of the Rules and Regulations may be grounds for monetary fines against the involved owner. Such owner is ultimately responsible for such violations whether they occur as a result of his personal actions or the actions of his family, guests, tenants, contractors, workers, real estate broker, or any other person admitted through such owner to the premises.
- 2. After the offending owner is notified of the violation, he has seven calendar days to offer evidence to dispute it. His response must be in writing (either by mail to Tides HPR Board of Directors, c/o Ravenel Associates, 960 Morrison Avenue, Suite 100, Charleston, SC 29403 or via email to bharne@ravenelassociates.com). Failure to respond within seven calendar days constitutes a default.
- 3. If the Board receives a response from the owner, the Board will vote as to whether a violation has occurred. The decision of the Board is final.
- 4. If a majority of Board members agrees that a violation has occurred, or if the owner does not respond within seven calendar days, a fine may be levied at the discretion of the Board, subject to the following maximums for each offense:
 - a. \$500 for a first violation
 - b. \$750 for a second violation
 - c. \$1,000 for a third offense
 - d. \$1,500 for a fourth offense

fobs. In addition, a lien will be placed on the unit.

- e. Legal action will be pursued for a fifth and each subsequent offense.
- 5. Payment of a fine due within seven calendar days of notification. A late payment will incur a late charge of \$25 per day until the fine is paid. In addition, failure to pay will subject the owner to a number of restrictions including, but not limited to, loss of access to amenities and a deactivation of

A violation of any provision of the Rules and Regulations may result in a fine.

These Rules and Regulations apply to all residents (property owners and tenants) and their family members, visitors, employees, and guests. They have been adopted by the Board of Directors in accordance with the Covenants and Bylaws of the Tides Horizontal Property Regime Owners Association to protect the harmony and architectural integrity of the community and promote the safety and welfare of all residents. They do not replace the Master Deed or Bylaws, which the Association uses as its primary governing documents. In a case of conflict between these documents, the Master Deed and then the Bylaws will prevail.

April 12, 2018