

# *Maisons-sur-Mer*

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Condominium Association

## MEMBER'S HANDBOOK

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March 2018

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March 2018

Dear Maisons-sur-Mer Homeowner:

South Carolina Code of Laws Unannotated, Title 27 - Property and Conveyances, Chapter 31, Horizontal Property Act; and, Title 33 - Corporations, Partnerships and Associations, and Chapter 31, South Carolina Nonprofit Corporation Act set the standards of the Associations organization and operation. The Master Deed, By-Laws, House, Ground and Other Rules and Regulations (“Rules and Regulations”) adopted by your Board of Directors governs the operations of the Association.

The Rules and Regulations are in this booklet. We request you, your family, guests, tenants, and long-term lessees abide by them. We ask for your cooperation so private property rights may be maintained for all of us and we may enjoy the many advantages of condominium living.

Maisons-sur-Mer Condominium Association, Inc.

Board of Directors

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## **Attire**

All persons (including children) must wear footwear and cover-ups when in any part of the building other than an apartment, except any person under ten (10) years of age does not have to wear cover-ups other than when on the lobby level of the building, which includes the lobby, hallway, Bon Appetit, Ocean Club Lounge and all other rooms or areas on the lobby level. See Lobby and Ground Level facilities for attire requirements to specific common areas.

## **Bathers**

Leave and enter the building on the ground level. Remove sand from feet before coming into the building. Footwear is required at all times when entering the building. Do not exit for the pool or beach from the lobby level side door. See – Attire.

## **Balconies**

Do not hang or drape anything from, through or over the railings. Holiday decorations on the balconies are not permitted. Do not sweep, drape, overhang, drop or throw anything, including cigarettes, directly off the balconies. Any and all personal belongings or items are to remain within the balcony's interior confines. Cooking of any type is not permitted. The feeding of birds is prohibited. The use of a balcony as a bedroom is prohibited.

The Owner is responsible for keeping balconies free from pigeon or other bird droppings. Use care in this process as droppings contain viruses dangerous to humans. Do not sweep droppings directly off the balcony. Please advise the Management Office of any problems with pigeons or other birds.

When an Owner plans to be absent from the apartment for an extended period of time, all furniture, plants and other objects should be removed from a balcony which does not have hurricane shutters and properly stored inside the apartment prior to departure. Securely fasten hurricane shutters on balconies prior to departure if so equipped. This action is especially important during hurricane season.

In a period of high wind or the threat of a hurricane, the Association may determine it is desirable to remove furniture, plants and other objects from a balcony not having hurricane shutters or has hurricane shutters which will not easily close, or to close hurricane shutters left open. If the Association should make such determinations, the Association shall charge the Owner for such service. Deck and balcony furniture is to be of a neutral color. Neutral colors

include black, whites, grays, browns and beiges. They are sometimes called “earth tones.” Neutral usually means without color. Existing brightly colored deck and balcony furniture is grandfathered until it is non-serviceable or the unit is sold. At which time it must be replaced with neutral colored furniture.

**Cintoflex E**, is a synthetic nylon netting stocked by the Engineering Department. It is the **only** screening product approved by the Board of Directors for use by homeowners who wish to provide protection from falls for small children and pets. Homeowners may have this product installed by filing a work order in the Management Office.

### **Barcodes for Entry to the Garage**

Parking in the lower level garage is limited to two (2) vehicles per apartment at any one time. This two-vehicle limit per apartment includes the homeowner and immediate Family (children, parents, brothers, sisters). Garage parking requires a visible (mounted on window behind driver’s seat or clearly visible on dashboard or rear view mirror) barcode plus a four (4) digit vehicle registration sticker or a temporary garage parking pass.

Homeowners may park Golf Carts and Motorcycles in the lower level parking. However, Golf Carts and motorcycles will count as one of the eligible vehicles allowed in the garage.

Two (2) barcodes are issued to the owner of each apartment. Guests of apartment owners must present a barcode at the front desk to receive a green temporary parking permit for the garage. Barcodes may be left in the apartment owner’s file at the front desk. Security must receive authorization from the owner to give the barcode to anyone. When registering, guests without a barcode will be issued a temporary upper level parking pass.

All guests residing in the building for more than one day will need to provide Security with a contact/cell phone number to be reached if notification is needed.

A lost barcode is replaceable at a fee determined by the Board of Directors. Homeowners cannot purchase extra barcodes and remote devices no longer activate the entry gate.

### **Complaints and Suggestions**

Direct complaints concerning Association employees to the General Manager. Direct complaints concerning the General Manager to the President of the Board of Directors in written form.

The Board respectfully asks suggestions be placed in the Suggestion Box by the lobby Security Station or sent to [suggestions@maisons-sur-mer.net](mailto:suggestions@maisons-sur-mer.net).

### **Condominium Fee Payments and Delinquencies**

Association fees (regular assessments) are due on the first day of each month. Any special assessment shall be payable at the time determined by the Board of Directors. Any other charges made by the Association shall be due at the time determined by the Association. Any payment due to the Association may be mailed to the Management Office, made in person at the Management Office, or by electronic draft/funds transfer. Make checks payable to Maisons-sur-Mer Condominium Association, Inc.

Under Article IX of the By-Laws of the Association, any amount which is not paid by a Member to the Association on the date when due shall be delinquent. Pursuant to authority under Article IX, Section 5 of the By-Laws, the Board of Directors has adopted rules, regulations and restrictions relative to delinquencies as hereinafter set forth:

1. When an amount due the Association by a Member becomes thirty days delinquent, a late payment penalty of \$25.00 will be added to the Member's account.
2. If full payment from the Member is not received by the Association within the fifteen days, the Member will be mailed another Notice, certified mail, return receipt requested notifying the Member if the payment is not received in full within fifteen days of the mailing of this second Notice the water and cable television service to the Member's unit will cease. At the time of the
3. Mailing of the second notice by the Association to the Member, a second late penalty in the amount of \$25.00 will be added to the Member's account.
4. A penalty charge will be accrue to the account of the Member from the time of the mailing of the first Notice by the Association under Paragraph until the time full payment of the amount due by the Member is received by the Association. The Board of Directors will determine the penalty charge.
5. If full payment from the Member is not received by the Association within fifteen (15) days as set forth in Paragraph 2, the water and cable television to the Member's unit will terminate on the sixteenth (16) day. A charge in the amount of \$50.00 will be added to the Member's account at the time of termination.
6. If full payment from the Member is not in hand by the Association within fifteen (15) days after the termination of water and cable television, the Member's accounts is to be referred to legal counsel for collection and the



recording of a lien. A charge of \$100.00, plus costs of recording, will be added to the Member's account at the time of the recording of the lien. Any expenses incurred by the Association for legal services or any other services in the preparation and recording of the lien and in the collection of the amount due by the Member to the Association will be added to the Member's account.

7. When full payment of the Member's account is received by the Association, the water and cable television service will be reconnected. A charge in the amount of \$50.00 will be added to the Member's account at the time of the re-connection of the water and cable television service. In addition, the recorded lien will be released.

A charge in the amount of \$50.00, plus costs of recording and any legal expenses or other expenses incurred, will be added to the Member's account for the release of the recorded lien.

Your Board of Directors respectfully requests no Member allow any amount due by the Member to the Association to become delinquent. The vast majority of the Members pay all amounts due to the Association on time. A delinquent account adds to the overhead, expense and administrative time of the Association. The Members who pay promptly should not bear such additional overhead and expense. Your Board of Directors respectfully requests each member pay on time the amount due to the Association.

### **Returned check policy**

In any three (3) year period

1<sup>st</sup> returned check – \$35.00 charge

2<sup>nd</sup> returned check - \$50.00 charge

3<sup>rd</sup> returned check - \$75.00 charge

4<sup>th</sup> returned check - \$100.00 charge

5<sup>th</sup> and above returned check - \$150.00 charge

Charges for returned checks are in addition to any other charges.

### **Contractors**

Homeowners are encouraged to protect their investment through good maintenance and appropriate renovations. Please follow these guidelines for general information and specific items enforced by the Association.

The Association is not liable for work done in a unit by an independent contractor, unless the Association hired the contractor. The Association recommends owners

provide a copy of these guidelines to contractors prior to any work being done. Homeowners doing work in their units must also abide by these guidelines.

For your protection, every contractor should provide proof of insurance, including workers compensation.

Work Hours are 8:00 AM to 6:00 PM Monday through Saturday.

No work allowed anytime Sunday. No power tools or manually operated tools capable of generating noise transmission through the building structural elements are allowed to operate on Saturday, Sunday or Federal Holidays. For example, no tile removal, floor grinding, powered tile cutters, hammer drilling, power fastening of items to cement ceilings, floors or cement pillars. "Quiet" work like painting, carpeting, laying floor covering, installing cabinets, etc., are allowed as long as power tools are confined to the unit interior (not the balcony) for short periods of time.

All construction material must travel in the freight elevator.

Maintaining of the structural integrity of the building is the responsibility of all homeowners in concurrence with Building Management. Please be aware of the following when working or renovating these areas:

**Plumbing:**

Owners should contact the General Manager and/or Chief Engineer for any additions or alterations to the plumbing system.

**Flooring and Ceilings:**

Do not drill into the floor and ceiling of your unit. The seven (7) inch thick, cement slab floors have extensive steel post-tensioning cables supporting the building. Cutting a post-tensioning cable snaps back into the cement floor, affecting the structural integrity of the building. The unit owner shall be responsible for all repairs and costs from such an incident. If this presents a problem, please contact the General Manager and/or Chief Engineer.

**Tub and Shower Tile Replacement:**

If renovation includes replacing the shower tile or the tub and adjoining tile, replace the items listed below at the same time to insure integrity to bathroom walls and to ceiling/walls/etc., to unit below.

A. Replace the shower pan with a rubberized membrane designed for tile replacement.

B. Replace the sheetrock walls behind the tub/shower tile in both bathrooms with cement board designed for tile replacement.

C. Replace the cast iron drain pipes under the shower and tub floors with PVC piping.

**Windows and/or Balcony Door Sliders:**

Local and state laws require all replacements of windows or door comply with Zone 2 of the current International Building Code. We recommend replacements of such use EFCO windows. Please contact the General Manager and/or the Director of Engineering for the required contact information.

**Balcony Carpets or Tile Replacement:**

Notify the General Manager/or Chief Engineer in advance of any such work or replacement. For your safety, along with structural integrity, when removing existing material Engineering will inspect the cement around each railing post for integrity or deterioration. Should a problem exist, Building Engineering will repair the damage, before installing the new covering.

Contractors must bring all the tools, equipment, and materials needed for their work. The Association does not supply access to Association owned assets to facilitate contractor efforts in providing services to homeowners.

Homeowners are responsible for the proper disposal of waste from any renovation, packing material or demolition. Do not throw waste down trash chutes. Contractors must remove all waste and scrap from the property resulting from their work.

Homeowners are responsible for the acceptance and transport of building materials and furnishings.

If in doubt over any aspect of your project, contact the Association's General Manager or Engineer for guidance and coordination assistance. Homeowners must leave a key at the front desk and notify Security in order for an outside contractor to gain access to the apartment by the Association.

The Association will not check the apartments after contractors perform work, and the Association and its employees are not liable in the event the apartment suffers damage in the course of such work. Homeowners shall provide a copy of **Construction Procedures** to all contractors prior to any work being done. Copies of such are available from the Management Office or the Security Station in the lobby. A copy of the form follows the next page.

# Contractor Procedures

March 2018

These guidelines are directed to contractors and vendors doing business Maisons-sur-Mer Condominium Association, Inc., as well as homeowners doing repairs or remodeling of their units or Association employees working for homeowners while off duty.

1. **Sign in with Security at the front desk upon arrival in the building.**
2. **Contractor Sign-In/ Sign-Out Procedure:** Owners must provide security with the names of all contractors, vendors, or off duty employees prior to their being admitted to the property. All contractors including off duty employees providing a service to a homeowner must sign-in upon arrival before being permitted entry into building; all contractors are to sign-out upon their leaving of building. A contractor cannot sign-in/out for his workers. **All** who enter/leave the building **must** sign-in/out.

**Keys:** All keys when issued to a contractor must be signed-out, and when leaving the building those keys must be signed back-in. **Do not drop keys on the Security Desk without signing them in.** Failure to sign-out/sign back-in keys will bar the contractor from the building. Off duty employees are not allowed access to Association keys or assets when performing services for homeowners without permission of the General Manager.

3. **Contractor Badges:** All contractors working on the premises must display Maisons-sur-Mer issued identification on their person. If a contractor loses or misplaces their identification, security will issue a replacement.
4. Work Hours are 8:00 AM to 6:00 PM, Monday thru Saturday. No Outside Contractor work takes place on Sunday, unless approved by the General Manager in advance.
5. Park all vehicles on the upper deck in the extreme south side spaces.
6. Loading area is available for vehicles under 6'-3" in height, near the **north** side building entrance on the lower level. Vehicles taller than 6'-3" may unload near the garbage dumpsters on the north side of the front drive.
7. Freight elevator is available after 8:30 a.m. daily. See front desk Security to arrange use.
8. Contractors must store building supplies and equipment in the unit being worked upon. The Association does not permit storage in common areas on the property.
9. Contractors only use the **Freight Elevator** to transport materials. **Do not use passenger elevators. If the Freight Elevator is out of service you may use a passenger elevator ONLY if items' size do not exceed the height of the elevator and have padding to protect the elevator interior. Security will contact Maintenance to secure padding to protect the elevator. Any damage done to a passenger elevator will be charged to the homeowner employing the contractor.**
10. Contractors must provide interior transportation for their materials. **The blue carts and luggage carts are for HOMEOWNER USE ONLY. Contact Maintenance to see if any freight dollies are available.**
11. Contractors are responsible for removing their own trash, waste materials, discarded items, etc. from the property daily.

12. Use of the interior trash chute and/or the Association's outside dumpsters **is prohibited.**
13. Contractors are responsible to clean-up area(s) after completion of work.
14. Protect ground and lobby level tile floors, and all carpeted areas, from damage or soiling, use drop cloths, protection coverings, and/or any other means necessary.
15. **Any and all work, etc.** performed on the rooftop area must be cleared by the General Manager in advance.
16. **Smoking is not permitted** in Building, Apartments, Balconies, Stairwells, Rooftop, etc. Smoke only in permitted designated outside areas.
17. No power tools or manually operated tools capable of generating noise transmission through the building structural elements are allowed to operate on Saturday, Sunday or Federal Holidays.
18. No overnight parking of trailers allowed unless approved in advance by the General Manager.
19. **Contractor Requirements**  
Every contractor performing work for the Association must provide proof of insurance, including workers compensation insurance. Electrical and plumber contractors must provide proof of license and bonding. Contractors hired to perform work for homeowners are encouraged to be properly insured and licensed. Contractors do not have access to Association owned tools and equipment.
20. **Tub and Shower Tile Replacement**
  - a. The shower pan, vintage 1975, is made of corrugated cardboard. A new pan must be installed using fiberglass or cement.
  - b. The Sheetrock walls behind the tile in both bathrooms must be replaced with water proof Sheetrock.
  - c. The cast iron drain pipe under the shower floor. Contact the building maintenance department for instructions of adding a PCB pipe section.
21. **Balcony Carpeting or Tile Replacement**  
Owners are required to notify the office in advance of any planning replacements. When the existing material is removed our maintenance department will inspect the cement around the railing post for cracking or deterioration. Should any problem exist the maintenance department will repair the damage before the new covering is installed. It is also required to have the maintenance department apply a coat of top grade cement sealant. Please allow a minimum of five days between taking up the old covering and installing the new. These services are for your safety and that of anyone using your unit.

I received a copy of the Maisons-sur-Mer Condominium Association, Inc. Contractor Procedures. I understand my ability to provide services at the facility located at 9650 Shore Drive, Myrtle Beach, South Carolina, is dependent upon following the standards herein. Any exceptions shall be approved by the Association's General Manager.

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Vendor Name Printed      Responsible Contractor Printed      Signature      Date

## **Copier and Fax**

The Management Office provides copy service for the price per copy as posted near the copy machine.

The Management Office provides FAX service (receiving and sending) during business hours Monday through Friday. Prices for these services are posted by the copier.

## **Deliveries**

Deliveries are made through the garage entrance from 8:00 AM to 4:00 PM Monday through Friday. Arrange exceptions in advance with the General Manager or his designee.

UPS, Federal Express, flowers, pizza, other food items and other similar deliveries may be received at the lobby Security station. Security will make the necessary contact using the information provided on the item being received. No food delivery is permitted beyond the lobby Security station except for vendors servicing the Association's food and beverage operation.

## **Elevators**

The following rules are to be observed:

1. Do not push any call button already lit.
2. Do not push both the up and down button, push only the button for the direction you desire.
3. Do not hold the elevator except for a reasonable time to enter or exit.
4. Push only the button for your desired floor.
5. Do not smoke in the elevator.
6. Children may not play on the elevators. Children under five (5) years of age must be accompanied by an adult or older child capable of supervision.
7. A pet may be transported in any elevator, but the pet must be carried or on a leash.
8. Apartment furnishings except for small items that may be carried as hand baggage may be transported only in the freight elevator. Contact Security to make arrangements for using the freight elevator.
9. Outside service personnel may use any elevator, except when moving equipment, furniture, building material, etc. These items must be transported in the freight elevator.
10. Hand's free telephones are installed in the elevators for use in case of an

emergency. Directions for use of the telephones are posted in the elevators.

## **Employees of the Association**

Unless there is an emergency, homeowners are not to contact Association employees during the work day to arrange for individual services.

The Association maintains the following departments:

### **A. Management Office:**

The General Manager and the Administrative Assistant are the Administrative staff. All employees are under the supervision of the General Manager assisted by the Food and Beverage Director and Engineering Director. Homeowners may not direct or manage Association employees.

The Management Office is located on the lobby level and is open weekdays from 9:00 AM to 5:00 PM. Questions about finances, operations, engineering, maintenance or security should be directed to this office. Please remember our Association operates as a non-profit business and visits should be reserved for relevant matters.

### **B. Engineering:**

A full-time staff of skilled individuals is responsible for the engineering and routine maintenance of the building and grounds. Members of the Association may use the engineering staff using the work order system when HVAC, plumbing, electrical, carpentry or other related services are requested inside apartments. Rates are competitive with outside contractors and income from the work order system helps defray operating expenses for the Association. Members must file a work order form by contacting the Management Office or the Security Station in the lobby. Work shall not be performed without a completed work order form, emergencies excepted. Work for homeowners is secondary to maintaining common areas.

### **C. Housekeeping:**

The complete lobby floor housekeeping is maintained by our staff, except the guest apartment and guest rooms, which are cleaned by a contractor. Our staff will do the daily trash, bottles, newspaper, recycle pick-ups on each residential floor, empty and wash the trash container on the ground floor, wash the trash chute, and wash the trash the trash room, cleaning of the ground floor doors, floor, restrooms and fitness center rooms, clean the pools, hose down the pool deck, the surrounding area and beach access stairs. Our staff will also do a daily pick-up of any type of trash and litter on the outside of the building including the street side, lower deck and garage and upper parking decks and drives. Weekly, or more often

as needed during the summer months, the residential halls will be vacuumed and dusted.

#### D. Security:

The Association maintains 24-hour security at the lobby station and security at a garage level at hours determined by the Board of Directors. A number of experienced full-time guards as determined by the Board of Directors, and a number of part-time guards as determined by the General Manager, provide protection for the building and its occupants and are responsible for the enforcement of the Association By-Laws and Rules and Regulations. More detailed information about security is in the Security Manual. A copy of the Security Manual may be obtained from the Management Office.

#### E. Food and Beverage:

The Association operates food and beverage services in the Bon Appetit, Ocean Club Lounge, Pool Bar and Pool Area. The Food and Beverage Director supervises all cooks, servers, and bartenders. Members should report comments and suggestions on service, menu, or staff to the Food and Beverage Director.

Report concerns regarding the Food and Beverage Director to the General Manager.

### **Guest Rooms and Guest Apartment– Reservations**

Two guest rooms and a guest apartment are available to the Association members and long-term lessees by reservation through the Management Office. **Each guest room** has two (2) queen beds, a bath, a small refrigerator, television, microwave, coffee maker and a balcony. **The Guest Apartment** has a master bedroom with a king bed, a second bedroom with 2 twin beds, 1 bathroom, a kitchen, living area, laundry room and balcony. Linens are provided on a weekly basis.

From Memorial Day to Labor Day these accommodations are available by the week from Sunday to Sunday. They are available nightly at other times. The fees are set by the Board of Directors via the budgeting process. The Management Office will inform you of current fees. A room deposit of 50% of the total due at booking is payable to the Association when the reservation is made, and any balance of the fee is payable at the time of check-in. Failure to receive the room deposit within ten (10) days of requesting reservation will result in the reservation's cancellation. If a cancellation is necessary, a refund of the deposit will occur if the room is re-rented for the day(s) reserved or if other reservation



requests have not been denied for the same day(s). If the room is not re-rented, the room deposit is non-refundable.

Any charges due to excessive cleaning or damages to the property are the responsibility of the Association member or long-term lessee reserving the room.

For any apartment showing a delinquent payment balance over sixty (60) days, the homeowner or long-term lessee cannot reserve any of the Guest Accommodations.

The following restrictions apply:

1. A lessee on less than a thirty (30) day lease may not reserve a Guest Room.
2. A homeowner may not reserve a Guest Room if the homeowner is renting their apartment to another party.
3. A guest of a homeowner may not reserve a Guest Room.

### **Heating and Air-Conditioning**

Each Member owns a water source heat pump located in the hallway closets provides cool or warm air through each apartment, depending upon the thermostat setting in the apartment. The Association engineering staff changes the filters on this equipment monthly. Homeowners may inspect the contents of their hallway closet by requesting their own key for the closet from the Management Office.

In order to reduce mold and mildew problems, when an apartment is vacant, the thermostat should never be set higher than 75 degrees in the warmer weather nor lower than 62 degrees in the colder months. Setting the thermostat to high temperatures in the winter and low temperatures in the summer will not improve the performance of the heat pump. Running the heat pump constantly runs the risk of the unit freezing and not producing warm or cool air. Calling maintenance after hours to address heat pump issues not related to the failure of the common water conditioning system will result in a minimum two (2) hour labor charge to defrost and reset a heat pump. A member of Security can provide overnight assistance at no charge. Procedures to defrost a heat pump are available from the lobby Security desk.

### **Hurricane Evacuation Policy**

To comply with South Carolina Code Ann. 25-1-440 the Board of Directors for Maisons-sur-Mer Condominium Association, Inc. intends to cooperate fully with evacuation orders for oceanfront buildings when issued by the Governor of South

Carolina during hurricane warnings, and hereby directs Management to take the necessary steps to close Maisons-sur-Mer in an orderly manner after such orders are given by the Governor.

The Association will give residents and occupants of Maisons-sur-Mer as much notice of closing as is possible and remain in compliance with the Governor's stated evacuation deadline. Notice will consist of whatever mode of communication deemed necessary to include email, video posting, automated telephone warning and postings at all member points of entry to the building.

Each homeowner should comply with the directions set forth in Section 4, Balconies, relative to the closing of the hurricane shutters or the removal of furniture, plants and other objects from the balconies.

If time permits and labor is available, the staff may remove any furniture from balconies not removed by occupants, close hurricane shutters, at a cost based on the prevailing hourly labor rate, and place pool furniture in storage.

At the posted time of closing an announcement shall be given over the building-wide public-address system. The elevators will be parked at the 12<sup>th</sup> floor and turned off. Electricity and water will be turned off. All doors will be locked. The Chief Engineer and the General Manager will be the last persons to leave.

Maisons-sur-Mer will re-open after evacuation as soon as key staff employees can obtain access to the building and public water/sewer and electric service are in service.

## **Insurance Information**

This information is provided to clarify items covered by the Association's insurance policy and those items which you should cover (at your own expense) to fully protect your property and your responsibilities at Maisons-sur-Mer.

### **A. The Association's Coverage:**

Article XII, INSURANCE in our By-Laws gives the Board of Directors the responsibility of obtaining and maintaining 100% "replacement costs" of the condominium project, excluding land, foundation and excavation.

It is important to understand how this insurance relates to the interior of your apartment. In fact it applies only to the shell of your apartment as it was delivered by the developer in 1975. The standard accepted by insurance carriers is the apartments included wallpaper in the kitchens and baths only, painted walls in all other rooms, the following appliances: refrigerator, electric range, dishwasher, disposal and washer and dryer; and carpeting. In the event of a covered risk, subject to the deductible, the Association's insurance will restore apartment interiors to the original condition described above.

It will not cover damage to any furniture, or to any draperies or wallpaper outside of the kitchens and baths, and it will replace damaged appliances only up to the value of the original grade of the appliance.

**Example:**

A leak from a water line damages 25 apartments. Carpeting is ruined, wallpaper in the kitchen is ruined, wallpaper in the living room, dining room and both bedrooms is ruined, and in some cases sheetrock must be replaced. Some pieces of furniture soak up water from the carpet and must be replaced, and draperies are stained beyond cleaning.

The Association policy, after the deductible, will cover:

- a. Removal and replacement of ruined carpeting at an average retail price of high end carpet.
- b. Removal of damaged wallpaper in kitchens. Repair and/or replace sheetrock as necessary. Install new wallpaper at an average retail value of high end wallpaper per roll.
- c. Repair and/or replace as necessary and seal sheetrock in living room, dining room and both bedrooms. Painting ceiling and walls should be included.

**B. Your HO-6 (Homeowner's Policy) Coverage:**

Article XII, Section 3 – Individual Policies – Recommendation of Association, of the By-Laws provides:

“The owner of any condominium unit may obtain additional insurance (including a Condominium Unit – Owner’s Endorsement for improvements and betterments to the condominium unit made or acquired at the expense of the owner) at his own expense.”

The Association recommends each owner obtain additional coverage and additional coverage at least include a plate glass damage policy, a “Tenant’s Homeowner’s Policy” or equivalent, to insure against loss or damage to personal property used or incidental to the occupancy of the condominium unit, additional living expense, vandalism or equivalent malicious mischief, theft, personal liability and the like, and a “Condominium Unit – Owner’s Endorsement” covering losses to improvements and betterments to the condominium unit made or acquired since 1975.

Using the example of the water leak discussed in A. above, you might have complete protection (subject to deductibles) if your HO-6 is written to cover:

- a. the value of your carpeting (or other flooring such as parquet or tile) above high end carpet

- b. the value of your kitchen wallpaper above high end wallpaper per roll.
- c. the total value of your wallpaper in the living room, dining room and bedrooms, including removal of damaged paper and preparation of these walls for new paper.
- d. the total value of your furnishings, including draperies and art work.

Items a., b., and c., should be covered by increasing the policy limits in the “Additions and Alterations” or “Improvements and Betterments” section of your personal HO-6 policy to reflect actual values. Most policies written in South Carolina now offer \$5,000.00 in coverage for “improvements” unless you specifically increase the amount to reflect actual value, and of course, pay a slightly higher premium. Each owner should revisit their own policy, and/or go over their policy with their own agent to ensure it meets their present needs.

Under Article VIII, Section 8, of the By-Laws, the Association shall not be liable for injury or damage to person or property caused by the elements or resulting from electricity, water, snow or ice which may leak or flow from any portion of the common elements or from any wire, pipe, drain, conduit, appliance or equipment. The Association shall not be liable to the owner of any condominium unit for loss or damage, by theft or otherwise, of articles which may be stored upon any of the common elements.

***Homeowners are responsible for any damage which they, their guests, their tenants and the guests of their tenants cause to other homeowners and to the common elements of the property and your HO-6 coverage may not cover such damage. Each homeowner should very carefully check and understand all of their insurance coverage. When damage occurs from a covered peril, and the cost to repair the damage does not exceed the deductible on the Association’s policy, the responsibility for paying for the repairs belongs to the damaged owner.***

The Association encourages each homeowner to carry appropriate insurance coverage to cover all the responsibilities of the homeowner to the maximum extent possible.

The Board of Directors are hopeful the above information will assist you in obtaining appropriate insurance coverage at Maisons-sur-Mer. The information above is the best your Association has at present. However, you should be aware that your Association is not an insurance expert, the above information regarding insurance should not be relied upon by you as being entirely correct. It is your obligation to consult with a qualified insurance agent. If you have any questions or need assistance in obtaining insurance coverage and advice from a qualified

insurance agent, please contact the Management Office for the agency servicing the Association.

## **Keys**

### **1. Apartment Keys (Lobby Security Station):**

For convenience, you may leave keys to your apartment in your file drawer. Association policy requires you complete an authorization form stored in the file. The Association will not be liable for lost keys or those not returned to the security desk. Security Staff must have written or verbal authorization before your key is delivered to any person.

### **2. Apartment Keys (Management office vault):**

Association policy requires Management keep a key to each apartment in this vault. Please replace your apartment key in the Management Office if you change your lock. This key is for emergency use only and is not available for routine use. The security and engineering staff have access to these keys in the event of lock-outs or other emergencies occurring after normal business hours. A sign-out/sign-in log is maintained by security to record staff members requiring use of these keys after-hours.

### **3. Common Entry Keys – Electronic Entry System**

All exterior Member entry doors have electronic access devices coded to individual apartments. All keys for these doors are registered by the number and must be secured through the Management Office. The Key distribution policy is:

- a. When installed, each apartment owner is issued two keys. When an apartment is sold these keys will be disabled and recoded.
- b. Additional keys may be purchased from the Management Office at a charge as determined by the Board of Directors. Keys reported lost will require recoding of remaining keys for the apartment.

### **4. Keys – Rental Agents:**

The pick-up of all keys or barcodes for rental units will not be distributed / handled at the Security Station. It is the homeowner's and the rental agencies responsibility to provide all keys or barcodes to the renter.

Maisons-sur-Mer is a privately-owned Condominium Association. Security personnel and other members of our Staff are not rental agents, and will not be responsible for the issuance of keys, along with other rental issues that may occur

(e.g. availability of units, provision of linens, housekeeping of individual units, etc.).

All renters will still be required to check-in at the Security Station to complete registration material for admittance into the building, obtain parking permits and receive building rules, regulations and an orientation to the building.

The homeowner and/or rental agency must notify the Management Office of new arrivals. This notification will be provided to Security for verification at time of renter's registration for admittance into the building.

#### Do Not Unlock or Open a Door for a Person You Do Not Know:

To maintain security for the grounds and building we ask you refrain from unlocking or opening any of the exterior doors for a person you do not know. If a person asks you to unlock or open an exterior door, do not do so, and refer the person to Security.

### **Leasing of Apartments**

Our By-Laws prohibit the leasing of any portion (other than the whole) of an apartment. There are no minimum rental periods and no minimum rental fees. However, homeowners are encouraged to strive for weekly rentals from Easter through Labor Day. As to the number of occupants, the South Carolina Occupancy and Fire Codes must be adhered to.

The Association By-Laws require a copy of all lease agreements be provided to the Management Office promptly after the execution of such agreements. All such leases must require tenants to abide by these Rules and Regulations and make the occupancy of the apartment contingent on the tenants' observation of these Rules and Regulations.

Each owner should refer to the Section 26 *Owner's responsibility* for the proper conduct and observance of these Rules and Regulations by tenants and their guests, damage to the common elements caused by tenants and their guests, and fines levied on their tenants and guests of their tenants for violation of these Rules and Regulations.

### **Lobby and Ground Level Facilities**

Common rooms on the lobby level (Club Room, Media Room, Card Room and Ocean Club) may be reserved in advance by a homeowner or long-term lessee. Arrangements for private functions must be made by contacting the Management Office in advance. The homeowner or long-term lessee must provide a list of all

outside guests prior to the event to the Management Office. This guest list must be received by the Management Office at least one business day in advance of the event/function. If this list is not provided as stated, the event/function will be cancelled. All outside guests must register at the Security Desk upon arrival and sign-out upon departure. In a situation where the long-term lessee does not satisfy any event related charges, the final responsibility shall reside with long-term lessee's homeowner. The long-term lessee's homeowner must provide the Management Office with approval of the event. The sponsor (homeowner or long-term lessee) must be in attendance at the function throughout the event. If the sponsor leaves the function all outside guests shall be asked to leave.

Private events may not be conducted in the common rooms or on the Association grounds that result, or may result, in a financial gain for the homeowner, long-term lessee, family members, guests or tenants.

For any apartment showing a delinquent payment balance over sixty (60) days, the homeowner or long-term lessee cannot reserve any common area, room or facility.

Any non-resident guest of a homeowner must stay in the presence of the sponsoring homeowner while in any common area. A non-resident guest is someone visiting but not spending the night. They must enjoy the common facilities in the presence of the sponsoring homeowner.

#### 1. Lobby:

No food or drink may be consumed in the lobby except by the security guard who may eat a meal at the lobby security station while on duty. No item may be carried through the lobby which cannot be hand carried. Any food or drink carried through the lobby must be carried in such container or in such manner there will be no dripping or spillage on the lobby floor.

All areas of the lobby level floor are designated non-smoking.

#### 2. Club Room, Lounge and Card Room:

These rooms may be reserved by homeowners and long-term lessees (long-term lessees being defined as someone who rents for thirty (30) days or longer). Private functions which include outside guests may be arranged as long as the sponsor is actually the host. Reservations are made on a first-come, first-served basis. The sponsor is responsible for any damages to the premises. Premises must be left in a clean condition immediately after a function or arrangements for cleaning must be made with the Management Office at the time the room is reserved. The Association will make a reasonable charge for such cleaning.

Alcoholic beverages (any type of liquor, beer and wine) are not to be served at the private functions. The sponsor responsible for the function can arrange with

management beverage service complying the ABC regulations of the State of South Carolina, and following requirements must be met:

- a. The function is a private gathering, reception, or occasion of a single and isolated nature.
- b. The sponsor is not having these functions on a repetitive or continuous nature.
- c. The general public is not invited.
- d. Persons served alcoholic beverages at the private function may not bring such beverages into the Ocean Club Lounge, Bon Appetit or pool area while the Pool Bar is open.

3. Media Room:

- a. Only Homeowners and Long-Term Lessees are permitted usage of the Media Room. Immediate family members of the homeowner(s) are also permitted usage of the Media Room.
- b. Reservation requests for use of the Media Room can be made and accepted no more than two weeks in advance.

If the Media Room is not being used or is not reserved, and a Homeowner / Long-Term Lessee requests use of the Media Room at that time, it is permissible to grant permission for its use. (Example: Homeowners "Mr. & Mrs. A" come down to Security at 7:00 PM today, and requests use of the Media Room at that time - 7:00 PM today, if not being used or reserved at 7:00 PM today, then allow usage.

All Association sponsored events may be reserved for up to one year in advance.

- c. No one under the age of sixteen (16) is permitted in the Media Room without being accompanied by an authorized adult.
- d. Media Room can only be reserved for one event per session. When reserving the Media Room, the homeowner or long-term lessee will need to specify the expected length of the event.
- e. Snacks are allowed only while watching TV or movies. Snacks include popcorn, pretzels, cookies, crackers, Doritos, potato chips, peanuts, candy and similar products. Snacks do not include sandwiches, soups, salads, pizzas, and similar type foods. All such type of foods are strictly forbidden as their clean-up is difficult.



- f. Media Room hours of operation - 9:00 AM to 11:00 PM.
- g. Security will operate the media equipment.
- h. Security staff are responsible for the remote and will not provide it to a homeowner, long-term leasee, or immediate family member.

#### 4. Ocean Club Lounge:

The Ocean Club Lounge on the lobby level is open daily from Memorial Day to Labor Day and on such day's schedule for the balance of the year as determined by the Board of Directors

While it is permissible for a person under the age of twenty-one (21) to visit the Lounge, under no circumstances may such person purchase or consume an alcoholic beverage.

Persons under the age of eighteen (18) shall not be present in the Lounge unless accompanied by a parent or other supervisory adult; however, persons under the age of twenty-one (21) shall not be present in the Lounge in any event after 9:00PM. No person under the legal drinking age (21 years of age) shall be seated at the bar at any time.

The Ocean Club Lounge is a non-smoking environment.

Dress clothes such as suits, ties and cocktail dresses are considered proper attire. Casual clothes, slacks or Bermuda shorts are also considered proper attire. Further definition of proper attire is noted on the sign leading to the Ocean Club, however, tank tops, tee shirts, net tops, cut offs, sweat pants, bathing suits, tennis shorts or other athletic shorts are not permitted.

No men are allowed to wear hats, of any type, in the dining room or the Ocean Club unless otherwise approved by management for specific events. No uncovered t- shirts are allowed in the dining room or the Ocean Club.

Failure to comply with this dress code will result in the party being asked to leave the Ocean Club. If you have any doubt concerning your attire please check with the bartender.

The Ocean Club Lounge may be reserved for private functions at hours it is not open for business, by homeowners and tenants on not less than a thirty (30) day lease. Make arrangements for such functions by contacting the Management Office in advance. Reservations are on a first-come, first-served basis. The sponsor of the private function must be the host. The sponsor must provide a list of the outside guests to the Management Office one (1) business day prior to the time of the function.

The sponsor:

- a. Must use the services of a bartender employed by the Association.
- b. Will be responsible for any damages to the premises.
- c. Will be billed for the cost of the bartender (hourly wage plus payroll taxes) for the length of the function, for all drinks served at regular prices, for snacks provided by the Association at cost, and a reasonable charge for cleaning.
- d. Caterers are allowed only after the Association exercises its first right of refusal.

5. Bon Appetit Restaurant:

This facility is located on the lobby level and is open daily from Memorial Day to Labor Day and on such days schedule for the balance of the year as determined by the Board of Directors.

No person(s) other than the Bon Appetit staff are permitted to use the cooking and food preparation facilities of the Bon Appetit. The Bon Appetit Restaurant may be reserved by homeowners and long-term lessees for private functions only when using the services of the food and beverage department. Arrangements for such functions must be made by contacting Food and Beverage Manager in advance. Reservations are on a first-come, first-served basis. The sponsor (homeowner or long-term lessee) of the private function must be the host. For events taking place in the Bon Appetit area, the sponsor must provide a list of outside guests to the Management Office one (1) business day prior to the time of the function. The sponsor will be responsible for any damages to the premises. The sponsor (homeowner or long-term lessee) must be in attendance at the function throughout the event.

Premises of the Bon Appetit must be left in clean condition immediately after such use or arrangements for cleaning must be made with the Management Office at the time the Bon Appetit is reserved.

Food purchased in the Bon Appetit during normal operating hours must be consumed in the restaurant or may be taken outside or to your unit but may not be taken into any other rooms (common areas) to be consumed with the exception of the evening dinners that are served in the Club Room.

Limited alcohol sales will be available in Bon Appetite and a corkage fee shall be charged to homeowners bringing their own wine into Lobby Level Common Areas during hours Bon Appetite is open.

## 6. Pool Bar:

The Pool Bar on the ground level by the swimming pool is open daily, weather permitting, from Memorial Day through Labor Day at hours as determined by the General Manager. Under no circumstances may a person under the age of twenty one (21) purchase or consume an alcoholic beverage.

When the Pool Bar is open, South Carolina ABC Regulations require all alcoholic beverages consumed in or around the Pool or Pool Bar, must be purchased from the Pool Bar.

### Inappropriate Behavior:

Intoxicated and/or disorderly conduct will not be tolerated on the common elements at any time. Disorderly conduct is defined by South Carolina Code 16-17-530: “Any person who shall:

(a) be found on any highway or at any public place or public gathering in a grossly intoxicated condition or otherwise conducting himself in a disorderly or boisterous manner,

(b) use obscene or profane language on any highway or at any public place or gathering...”

(1) If the level of conduct rises to actual assault or disorderly conduct, Horry County Police will be called immediately.

(2) The offending homeowner will be given a written warning detailing the unacceptable behavior and given an opportunity to appeal the warning to the board of directors.

(3) If the warning is upheld, the next incident of intoxicated and/or disorderly conduct will result in the homeowner being banned from common areas serving alcoholic beverages for 30 days and fined \$500. If the fine is not paid by the end of the 30 day ban, the ban will remain in effect until the fine is paid.

(4) A third incident will result in a 1 year ban and a \$1000 Fine.

(5) A fourth incident will result in an indefinite ban and a \$2000 fine.

## 7. Fitness Center:

The Fitness Center consists of a Cardio Room and a Strength Room. No one under the age of eighteen (18) is permitted to be in the Fitness Center. All persons using the Fitness Center do so at their own risk and the Association assumes no responsibility for injury or damage resulting from such use. Proper attire, including shirts and proper footwear, must be worn at all times. Footwear should be running, tennis, or workout type shoes. No street shoes or golf shoes are

permitted. Wipe off the machines and benches with towels after use. Appropriately re-rack all plates and bars after use. There is a thirty-minute (30) time limit for using a cardiovascular machine when another person is waiting to use the machine. No equipment may be removed from the Fitness Center. No other equipment may be added to the Fitness Center except as approved by the Board of Directors.

A special key is required to enter the Fitness Center rooms. Homeowners may purchase this special key by signing a waiver, release and indemnification agreement in the Management Office.

Family members, guests, tenants and long-term lessees wishing to use the fitness center must receive a key from the homeowner of the apartment they visit or rent and sign a waiver releasing and indemnification agreement in the Management Office. This agreement removes liability from the Association in the event of injury or death and places liability with the signer of the release. Each of the Fitness Center rooms contains telephone for use in emergencies.

#### 8. Sauna Room(s)

There are two (2) Sauna Rooms, Men's and Women's, located on the ground floor. No one under the age of eighteen (18) is permitted in these rooms.

All persons using the Sauna Room(s) do so at their own risk and the Association assumes no responsibility for injury or damage resulting from such use.

Proper attire and footwear must be worn at all times (no street shoes or golf shoes are permitted). There is a thirty (30) minute time limit for using the sauna room when others are waiting to use this room(s).

Maisons-sur-Mer is a smoke-free building, with the exception of your private apartment(s).

#### **Luggage Carts**

The Association provides luggage and grocery carts at the garage level Security station for the convenience of members, tenants and guests. Carts are available on a first come-first served basis. The user must promptly return these carts to the garage Security level security station so others are not inconvenienced.

#### **Motorcycles**

Only homeowners and their immediate family are permitted to bring motorcycles on the property. The immediate family is defined as children, parents, brothers and

sisters as listed in the Section *Parking*. Motorcycles must display a bumper sticker number obtained when the vehicle is registered in the Management Office.

### **Move In – Move Out**

Apartment furnishings, except for small items carried as hand baggage, must be transported in the freight elevator. Members moving in or out should schedule such moves between 8:00AM and 5:00PM Monday through Friday during June, July and August. It is permissible to move in or out seven days a week during the rest of the year, except for holiday weekends. Please notify the Management Office when a move is scheduled and make arrangements to secure the freight elevator.

### **Noise and Annoyances**

Community living requires consideration for our neighbor's rights to quiet enjoyment of the premises. Being thoughtful of one's neighbor can be another good answer to good living and is essential in a multi-family community.

Noise follows the everyday course of living. Hanging pictures, playing children, and loud talking are examples of activities that create noise we all become accustomed to but when excessive such activities can become an annoyance.

Therefore, excessively disturbing noises in apartments or the common elements that interfere with the rights, comforts or other conveniences of neighbors cannot be allowed. Noise from construction activity or remodeling of apartment interiors is permitted from 8:00am until 6:00pm. Noise from television, radio, stereo equipment, musical instruments, and the like, should be kept at a minimum at all times. Designated "quiet hours" are 11:00 PM to 8:00 AM.

If you should be disturbed by noise, please notify Security.

Intoxicated and/or disorderly conduct will not be tolerated on the common elements at any time. See the Section *Inappropriate Behavior*, for greater detail and consequences of this type of behavior.

The use and possession of fireworks on the property is strictly prohibited.

The use of laser pointers or any flying objects either self-propelled or remote controlled, including but not limited to drones, planes kites, Chinese lanterns, candles and so forth are prohibited on the property.

## **Obstructions**

Fire Department regulations (which are adopted and adhered to by the Association) prohibit the obstruction of any sidewalk, entrance, driveway, corridor, and common rooms on all residential floors, patio, elevator, stairwell or lobby. Rugs, mats, pictures and wall treatments are not permitted in the corridors.

## **Owner Responsibility**

Each owner is responsible for the proper conduct of, and the compliance to these Rules and Regulations by, members of their family, guests, service personnel, tenants, and the guests of tenants. The Owner should be certain all such persons understand and observe all Rules and Regulations and the Owner should give a copy of the Rules and Regulations to all such persons. Damage to the common elements by such persons and fines levied on such persons for violations of these Rules and Regulations are the responsibility of the Owner, and will be charged to the Owner.

## **Parking**

Park head-in in designated areas only. Do not back in. All renters are required to register their vehicle with Security at check-in, and provide Security with a contact/cell phone number to be reached if notification is needed. Guests and renters must display a temporary Parking Permit.

## **Golf Carts**

A. the Golf cart will occupy one of the owner's two Lower Level parking spaces.

B. all Golf Carts will be required to be:

- a. kept in good repair
- b. have a Maisons-sur-Mer parking sticker clearly visible for identification.
- c. display a South Carolina state sticker indicating it is registered with the State and has passed all State laws pertaining to Golf Carts.

C. Golf Carts are limited to owners and long-term lessees

D. Golf Cart parking is determined by the Management Office. Contact the Management office if you encounter a problem.

None of the following may be parked or stored on the property: junk vehicle; vehicle on which current registration plates are not displayed; trailer; camper; camp truck; house trailer; boat; motor home bus or golf cart (see above).

These definitions apply:

- Trailer Any wheeled vehicle without a motor usually towed behind a motorized vehicle and designed to transport material or objects. The Association may maintain a trailer to move materials needed for the operation of the facility.
- Truck Any truck or paneled van displaying commercial or business signage, and any truck-like vehicle with more than two axles or four wheels.
- Camper Any wheeled vehicle without a motor with a sleeping area or a cooking area.
- Camp Truck Any truck-like vehicle that has a compartment attached to it that might be used as a sleeping area or a cooking area.
- House Trailer Any wheeled vehicle without a motor with a sleeping area and / or a cooking area.
- Boat Any water-going craft with or without a motor designed to transport people or material (surfboard and inflatable raft excluded).
- Motor Home Any motorized vehicle larger than a passenger van with sleeping and cooking area.
- Bus Any motorized passenger vehicle larger than a passenger van or which has more than two axles or four wheels.

Notwithstanding any of the foregoing, commercial trucks and other commercial vehicles may be parked in designated spaces on the extreme southern side of the property while their drivers are engaged in business activity related to their visit. Trucks and trailers which carry furnishings to and from an apartment may be permitted to park overnight at the discretion of the General Manager at a place designated by the General Manager.

Employees of the Association must park in the same areas designated for commercial trucks. Employees are not permitted to park on the lower level from Memorial Day through Labor Day.

Homeowners or long-term lessees who will be away from the property for more than one week must park their vehicles in the designated storage area on the north side of the garage level and advise Security of such storage.

Except for visitor vehicles parked on the upper deck, all vehicles must display either an authorized sticker on the right rear bumper or a beige, green or yellow temporary parking permit. Temporary permits are issued at the lobby Security station. Green permits are issued only to guests authorized by the homeowner to

use their Barcode for parking on the lower level. Beige permits are for upper deck parking only. Yellow permits are for outside contractors. The pick-up of all Barcode for rental units will not be distributed / handled at the Security Station. It will be the homeowner's and the rental agencies responsibility to provide all Barcodes to the renter.

Vehicles parked in the garage without a barcode and either a four (4) digit registration decal or a green temporary parking pass will be booted and receive a warning. The second (2<sup>nd</sup>) violation will result in the vehicle being booted and the homeowner charged a \$25 fine. The third (3<sup>rd</sup>) violation will result in the vehicle being booted and the homeowner charged a \$50 fine. The fourth violation will result in the vehicle being towed off the property.

Parking on the lower level garage is limited to two (2) vehicles per unit.

The Association maintains twelve (12) handicapped spaces. Seven (7) are on the lower level and five (5) are on the upper deck close to the ramp entrances. These spaces are for use only under legitimate handicap circumstances and a vehicle using one of such spaces must be appropriately tagged, stickered or marked as a handicap vehicle.

All bicycles are required to be registered with the Front Office in order to obtain a parking sticker. These requests must be made in person to ensure the correct bicycle has been identified.

All bicycles not registered will be donated to an appropriate charity. This is to ensure that we have an accurate record of all bicycles on the premises and to prevent the accumulation of old dilapidated and/or unwanted bicycles.

## **Pets**

Tenants on less than a thirty (30) day lease, family members and guests of homeowners may not bring a pet into the building or onto the grounds.

Within any condominium unit, it is permissible to have a small orderly dog or cat and/or caged birds as domestic pets provided they are not kept or maintained for commercial purposes or for breeding. No other animal may be brought into the building or onto the grounds. There may not be two (2) small dogs or two (2) small cats, or one small dog and one cat within a condominium unit. Each condominium is limited to one dog or one cat and caged birds. A small dog is one weighing twenty-five (25) pounds or less. For dogs more than two years of age, this determination is conclusively made at the time the dog is first registered with the Management Office. For dogs less than two years of age, a small dog is one whose breed has an average adult weight of twenty-five pounds or less. A pet must be registered annually with the Management Office. All dogs must be current with the following vaccines: Rabies, Bordetella, and DA2PP. All cats must be current



with rabies vaccine. A pet is not permitted in the lobby and must be leashed or carried when in the corridors, elevators, and garage areas. A pet is to be taken out of the building only by garage level security station and may be walked in the grass area on the south side of the garage level in the designated Pet Walk. A pet is not permitted on the north side of the building, around the pool, tennis courts or other grassed areas. A pet must be kept inside the apartment and not on the balcony. Due to health and sanitary issues, pet food may not be left out on balconies as it feeds pigeons and other winged beach scavengers. The homeowner must clean up after his pet and dispose of waste in a sanitary manner. Excessive barking or other annoyances will not be permitted.

### **Pool and Patio Area**

Follow the rules posted at the pool. Children under age fourteen (14) must be with an adult at all times. There is no lifeguard. Every swimmer uses the pool at his / her own risk.

**The entire Pool Area is designated as a Non-Smoking Area except for the sitting area between the South Parking Garage and the ocean.**

Pool furniture is not to be removed to another area. Pool lounges and chairs may not be reserved when not in your use and the draping of towels or beach clothing over them will not constitute your use of them if you are pursuing activities outside the pool and patio area.

No radio, or any other device, may be played around the pool, deck, or pool bar area except through the use of earphones in a manner whereby the sound will not be heard by anyone other than the person with the earphones.

No glass of any type is allowed in the pool area at anytime.

When the Pool Bar is in operation, no alcoholic beverages may be consumed, or be present, around the pool, the deck, or pool bar area except for alcoholic beverages purchased from the pool bar. This is a South Carolina ABC regulation, and this regulation is strictly enforced.

### **Power Failure**

If there is a power failure in the building, the emergency generator will come on automatically after the power has been off for thirty (30) seconds. The emergency generator provides only minimum light in the hallways and stairwells and for the EXIT signs. It will not provide power for the apartments. When leaving the building under loss of electric power, do not attempt to use the elevators. The

generator will provide only enough power to operate one elevator for emergency purposes.

If you need assistance in evacuating the building, contact Security.

### **Procedure to Follow in Case of Fire**

If you see a fire, immediately call the EMERGENCY NUMBER 449-7575.

Gather the occupants of your apartment or the members of your party and anyone else that you see or can reasonably contact, and leave the building at once via the nearest stairwell. Do not use the elevators. Security will call the Fire Department and the General Manager, and Security will assist with the orderly evacuation of the building. Occupants should go to the beach and wait until it is safe to come back inside.

The building has three alarm systems that work independently of each other. They are:

1. A photo-electric smoke alarm installed in either the foyer or dining room of each apartment. When this alarm detects smoke it sends a signal to an off-site to a Central Fire Station. Upon receipt of this signal, the Central Fire Station immediately contacts the security station in the lobby, informing security of the location of the apartment where the alarm is initiated. A security guard immediately conducts an investigation. Immediately upon completion of this investigation, security will contact the Central Fire Station, notifying them of result, to either contact the local Fire Department or cancel alarm, etc. These alarms are battery operated and are continuously monitored. Maintenance personnel will automatically change the batteries for the alarms when as needed. Older ionization smoke alarms are located in the dining area and small hallway of some apartments. Homeowners should test these alarms periodically to make sure the batteries are good.
2. The Simplex Fire Alarm system features manually operated 'pull' stations and horns located throughout the building. Once a station is 'pulled' a loud buzzing sound will come through each horn until turned off manually by the Fire Department at the main fire alarm panel in the electrical room on the ground level.
3. The public address system features speakers on each hallway. In an emergency, announcements will be made over this system as soon as the Simplex system is quieted by Security. You may speak to the Security Guard in the lobby security station by speaking into the

large speaker in the elevator lobby on each floor. You must tell the guard which floor you are on in order for the two-way conversation to occur.

### **Rollerblading**

Rollerblading is not permitted anywhere on the property.

### **Skateboarding**

Skateboarding is not permitted anywhere on the property.

### **Storage Areas – Residence Hallways**

Each apartment has been provided a caged storage compartment behind the elevators on each hall. Beach chairs, rafts, etc. may be stored there. It is the responsibility of each Association member to provide the lock for this compartment and not to store flammable materials defined as oil base paints, paint thinner, turpentine, kerosene, gasoline, oil, propane and alcohol in the compartment. Water based paint is not flammable; therefore, it can be stored in the locker.

NOTE: Any items stored in common areas are subject to disposal. Please store your gear properly.

### **Tennis**

Persons who are age eighteen (18) and above have priority over persons under age eighteen (18) on weekends and holidays. Guests of homeowners must play with the homeowner or be current occupants of the building. Please wear appropriate clothing and regulation tennis shoes.

### **Tipping**

Association members, guests and tenants are asked not to tip Association employees individually with the exception of employees of the Bon Appetit, the ocean Club Lounge and the Pool Bar. Members wishing to do so may contribute to the Employees Holiday Fund set up in lieu of tipping. Each employee receives a portion of the fund at year's end.

## **Trash Chutes, Recycling and Kitchen Disposals**

Trash chutes are located behind the elevators on each of the residence halls. Please follow the detailed instructions posted there.

### **Recycling Program**

Recycling containers (eighteen gallon) have been placed in every Trash Room. All residents can conveniently recycle Glass, Aluminum, Steel Cans, Newspapers, Magazines and Plastics – simply place items in this container.

Our Housekeeping Staff will empty these containers on a daily basis, and transport this material to recycling containers at our outside dumpster area. Our recycling vendor picks up this material on a weekly basis.

#### **A. Glass**

Accepted: glass food & beverage containers; green clear and brown.

Not Accepted: plate glass, ceramics materials, or any glass that is not a food beverage container.

How to recycle Glass: remove metal tops and rinse all containers. Paper labels do not need to be removed.

#### **B. Aluminum & Steel**

Accepted: any aluminum beer, soft drink or food containers, any metal (steel) food cans.

Not Accepted: aluminum foil or pie plates, and other such items.

How to recycle Aluminum & Steel: empty and rinse all of the cans.

#### **C. Newspapers & Magazines**

Accepted: newspapers, magazines, catalogs, paperboard boxes, (e.g. cereal, shoe, etc.), and phone books.

Not Accepted: no corrugated cardboard, wax cardboard or styrofoam.

#### **D. Plastics**

Accepted: all plastic #1 thru #6 (check bottom of container for number)

Not Accepted: any other plastic containers. No toys, no bags of any type.

How to recycle Plastics: rinse all containers and crush.

The county requests that shredded paper be placed in a plastic bag to contain the shredded material. This is the only exception for the use of plastic bags.

When using the kitchen disposal in your apartment, please run water for at least fifteen (15) seconds after the garbage has been ground to prevent build-up in disposal drain system.

## **Violations and Fines**

Except for violations and fines specifically addressed within a section of these rules, violation of any of the foregoing Rules and Regulations may result in a fine which will be a charge to the homeowner and added to the homeowner's account. A homeowner is responsible for the fines levied on the homeowner, members of his family, his guests, his service personnel, his tenants, and guests of his tenants.

When a violation of most Rules and Regulations occurs, the violation will be verbally pointed out to the violator by a person authorized by the Association to verbally point out violations. If the violator does not cure the violation within a time that a reasonable person could cure such violation, the violator will be given written notice by a person authorized by the Association to give such written notice.

If the violator does not cure the violation within another time that a reasonable person could cure such violation, a written notice of a \$25.00 fine will be given to such violator by a person authorized by the Association to give such written notice and the violator will be given another written notice of such violation. If the violator does not cure the violation within another time that a reasonable person could cure such violation, a written notice of a \$50.00 fine will be given to such violator along with another written notice of such violation. This \$50.00 process may continue repeatedly upon failure of a violator to cure the violation.

If a person cures a violation after a written notice of such violation is given to such person, and such person commits the same or similar violation within three (3) months after the date of such written notice, each such additional violation shall be deemed a flagrant violation, and for each such flagrant violation the violator will be given written notice of a \$50.00 fine.

The Association may mail a copy of each of the written notices to the homeowner. Any homeowner who is fined may request in writing to the General Manager to be heard by the Board of Directors or its appointed committee. The Board of Directors or its appointed committee shall hear the homeowner, the accused violator, those making the accusation; any other witnesses, and shall consider any pertinent and relevant evidence. If the Board of Directors or its appointed committee finds the violation did not occur, the fine shall abate. Otherwise, the fine shall not abate.

In addition to fines as above set forth, the Association may pursue any and all other legal remedies available to it, including but not limited to criminal action, civil action to recover sums due for damages, and injunctive relief.

## **Water Cut-Off Service**

The Association Engineering and Security staff provides water cut-off service for a homeowner who will be away from a property for more than one (1) day. If you do not use your property for more than one (1) day, we suggest that you notify the Association so that your water supply can be turned off and that you leave your thermostat setting on a minimum of 62 in the winter months and a maximum of 75 in the summer months. Because many apartments are unoccupied for months at a time, the risk of damaging your own as well as many apartments beneath and adjacent to yours from a water leak is considerable. With the water cut-off service available, homeowners may avoid issues involving the damage to others from a burst supply line serving a sink, dishwasher, toilet, bidet, refrigerator, water heater, or clothes washer in their empty unit.

To prove your compliance fill out the water off request at the lobby Security post or email your water off request to [wateroff@maisons-sur-mer.net](mailto:wateroff@maisons-sur-mer.net). You will have proof you acted properly and avoid the impact of causing a water disaster.

Telling a member of Engineering, Housekeeping or Security will not protect you from a forgotten message. Use the system and be certain.

## **Windows**

Bedroom windows in each apartment which still has original windows have been caulked shut to prevent the risk of items or individuals from falling out. The caulking is not designed to stop leaks or wind driven rain. Do not attempt to open them. Open the sliding glass door if outside ventilation is desired.

## **Conclusion**

Homeowners, their families, their guests, their tenants, and the guests of their tenants are required to cooperate by adhering to the Rules and Regulations. The Rules and Regulations are not set up in an arbitrary fashion nor are they created to cause a hardship on anyone. Their purpose is to insure the safety and comfort of everyone using the facilities so everyone enjoys the maximum amount of pleasure.

The By-Laws of the Association contain numerous provisions governing the Association and the homeowners not covered in these Rules and Regulations. Each homeowner should read the By-Laws. If you do not have a copy, you may obtain a copy from the Management Office. In case of any conflict between any provisions in these Rules and Regulations and a provision of the By-Laws, the provision of the By-Laws shall be controlling.

THIS EDITION DATED MARCH, 2018 SUPERSEDES ALL PRIOR EDITIONS

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# *Maisons-sur-Mer*

Condominium Association

NOTES: