

# **RULES AND REGULATIONS**

Hitchcock Heights Homeowners Association, Inc.

329 Laurens Street, S.W.

Aiken, South Carolina 29801

Hitchcock Heights Homeowners Association, Inc.  
Rules and Regulations

Table of Contents

<u>Subject</u>	<u>Section</u>	<u>Page</u>
Aerials	N	10
Air Conditioners	N	10
Assessment Fees		
- Building	B	2
- Pool	B	2
Buildings		
- Exterior	L	7-8
Board of Directors (General)	N	11
Car Washing	N	10
Disturbances	N	10
Electrical	I	6
Garbage	N	9
Grills/Outdoor Cooking	H	5-6
Hallways, Stairs, Housekeeping	N	11
Laundry Room	D	3-4
Litter	N	10
Mail Boxes	F	5
Motorcycles	E	5
Moving-In, Moving-Out	J	6
Parking Lot/Reserved/Guest Parking	E	4-5
Pest Control	N	10
Pets	M	8-9
Play Area	G	5
Plumbing and Water Cutoff Location	I	6
Pool	C	2-3

Hitchcock Heights Homeowners Association, Inc.  
Rules and Regulations

Table of Contents (cont'd)

<u>Subject</u>	<u>Section</u>	<u>Page</u>
Porches	L	7-8
Projections	N	9
Regime Fee, Monthly	A	1-2
Rental of Condo	K	7
Reference (Amendments/Binding Effect)	N	11
Sale of Condo	K	7
Trash	N	9

Hitchcock Heights Homeowners Association, Inc.  
Rules and Regulations

The By-Laws of Hitchcock Heights Homeowners Association, Inc., Paragraph 61, provides that *"The Board of Directors may from time to time adopt rules and regulations for the operation of the condominium, and all members shall abide thereby; provided, however, that said rules and regulations shall be equally applicable to all members similarly situated and uniform in their application and effect."*

The following Rules and Regulations have been adopted pursuant to the aforesaid paragraph:

A. Regime Fee – Monthly:

Monthly regime fees may be mailed to the Association at 329 Laurens Street, S.W., Aiken, South Carolina, or deposited into the Association's mailbox on the Commons. The regime fee is due on the 1<sup>st</sup> day of the month. A timely payment of the regime fee provides the bookkeeper the funds to pay Commons debts before the 15<sup>th</sup> of each month.

Should the bookkeeper not receive the regime fee by 4:30 P.M. on the 15<sup>th</sup> day of the month, a late charge of \$25.00 will be posted to your account. If you are late in mailing your check, which will not reach the bookkeeper by 4:30 P.M. on the 15<sup>th</sup> of the month, please observe the \$25.00 late charge when you submit your past-due payment. In addition, for every month a late fee is not paid, an additional \$5 will be posted to the account.

Monthly regime fees proportionately provide the homeowner with the following (indigenous to "Commons"):

- ♦ Exterior building insurance;
- ♦ Water consumption, sewage, trash collection, dumpster rental, storm drainage fees;
- ♦ Cablevision;
- ♦ Security lights;
- ♦ Grounds keeping;
- ♦ Pest Control;
- ♦ General building maintenance, general plumbing, general electrical.

*Jan. 2008*

As of May 2004, the regime fees are:

3-Bedroom, 2 Full Bath Condo:	\$157.00 Monthly	<i>\$175</i>
2-Bedroom, 1.5 Bath Condo:	\$140.00 Monthly	<i>\$150</i>

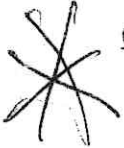
[The ratio of a 3-Bedroom, 2 Full Bath Sq. Ft. (roofing, building insurance, etc.) compared to a 2-Bedroom/1.5 Bath Sq. Ft. equates to 12% difference in the regime fees. This formula is filed in the Board Minutes for 1988.]

Regime fees are subject to increase based on economics (monthly income vs. expenses). The Board of Directors oversees income vs. expenses from month to month. If monthly expenses exceed monthly income an increase in regime fees would be necessary.

Should there be an increase in regime fees, the Board will present to Homeowners the reasons for the increase. The rationale of 12% (outlined above) will be implemented.

Hitchcock Heights Homeowners Association, Inc.  
Rules and Regulations

15-3 Ad.  
33-2 B



Clarity: Example – Should the 2-Bedroom/1.5 Bath Regime increase from the present \$140.00 to \$150.00, the 3-Bedroom/2 Bath Regime would increase 12% of the \$150.00, which would be an \$18.00 increase to the 3-Bedroom units; thus the \$157.00 Regime Fee would become \$175.00 (12% of \$150.00 added to the present \$157.00, rounded to the nearest whole dollar).

**B. Annual Assessment Fees:**

**Building Assessment:**

The Board of Directors determines annual assessments when major improvements and maintenance are necessary each year. The annual assessment is normally determined between December and February of each year. The assessments are typically \$250.00 per year. However, there is no guarantee that the annual assessment will remain the same due to major projects for the Commons and inflationary factors.

Should there be a necessity for an additional or "special" assessment, the Board will justify the need to Homeowners.

Sometimes a portion of an annual assessment is used to defray a short-fall in monthly Income vs. Expenses, rather than increasing the Regime Fees.

The board may find it necessary to charge a fine to an owner for assessment fees not paid in a timely manner.

**Pool Assessment:**

The pool facility (Commons) operation and maintenance is equally shared by homeowners. The annual pool assessment is typically \$115.00, which provides for the expenses of maintaining the facility year-round, in addition to seasonal supplies, filter system, equipment, DHEC permit, etc.

The Board determines pool assessments each year and such assessments are usually payable by May 1<sup>st</sup> or prior to the opening date of the pool.

**C. Pool Facility Rules:**

The pool site remains locked at all times. Each homeowner has been provided with one key to be used for entry to the pool site and to open the emergency telephone box housed beside the pool. The pool keys cannot be duplicated. They must be replaced by the Board at a cost of \$5.00 each charged to the homeowner. Should a homeowner lease or sell his/her condominium, the transfer of the pool key is the responsibility of the homeowner. Otherwise, there will be a \$5.00 charge to replace the key.

**General Rules Governing Use Of The Pool Facility:**

- ◆ Opening and closing hours are posted at poolside.

Hitchcock Heights Homeowners Association, Inc.  
Rules and Regulations

- ◇ No child or children age 10 and under may enter the site/facility without an adult accompanying the child or children. The Association cannot be responsible for the safety of your child or children at any time.
- ◇ The pool rules and regulations are posted on the poolside fence for everyone's convenience and to comply with mandated standards and codes.
- ◇ Swimming and bathing is "at your own risk". The Association does not maintain a life-guard at the site. Should the Association's membership wish to employ a life-guard for the pool, such expenditure would be provided through an increase in the pool assessment.
- ◇ The homeowner/resident without exception must accompany their houseguest to the pool. Each homeowner/resident is allowed to have no more than two houseguests accompany him/her to the pool site. Unaccompanied bathers or visitors to the pool site will be assumed to be trespassers. Homeowners and residents shall share the responsibility of requesting trespassers to leave the facility. Please observe the rules of accompanying your houseguest(s) to the site.
- ◇ A homeowner/resident may not host a pool party or gathering of a large group to the pool site. The pool is for the enjoyment of all homeowners/residents and should not be monopolized by one homeowner/resident. Homeowners/residents are urged to please observe the rule of having no more than two houseguests accompany him/her to the pool site.
- ◇ No glass is permitted within the pool area.
- ◇ No alcoholic beverages or illegal substances are permitted at poolside.
- ◇ No skinny-dipping is permitted by man, woman or child.
- ◇ No animals are permitted within the pool fence.
- ◇ Please clean up after yourselves before leaving the area.
- ◇ The LIFE LINE across the center portion of the pool **MUST NOT BE UNANCHORED**. The LIFE LINE must remain anchored at all times. Please do not stress the line in playful activities.
- ◇ Please observe each rule and regulation posted on the fence within the pool area.
- ◇ Please observe the pool hours. If there should be swimmers in the pool after hours, our security person will not approach after-hour swimmers. He is authorized to immediately contact the Department of Public Safety.

D. Laundry Room – Commons:

1. In consideration for residents residing near the laundry room, washing machines and dryers are not to be used before 8:00 A.M. and after 9:00 P.M. The 8:00 A.M. opening and 9:00 P.M. closing allows eleven (11) hours daily. It is requested that resident use

Hitchcock Heights Homeowners Association, Inc.  
Rules and Regulations

no more than three (3) washing machines and three (3) dryers at one time. Residents must share the convenience of the machines.

2. Please do not leave litter or trash. Place all empty detergent containers, etc. in the trash receptacle provided. The Association has an in-house resident who maintains the orderliness of the facility.
3. Should you find a problem with any machine, please call the telephone number posted on the wall to report the problem. It is a toll-free number.
4. The Association is rebated a percentage of the coins collected in the machines. This rebate helps to defray the cost of the electricity, gas hot-water heater, water consumption and sewage associated with the operation of the laundry room.

**E. Parking Lot – Commons – Private and Guest Parking:**

1. Each condominium has an assigned/reserved/numbered parking space for one (1) vehicle. Additional vehicles are to be parked in the "Guest Parking" of the Commons along Laurens Street. Guests are to park in "Guest Parking".
2. Boats, trailers, campers, or trucks shall not be permanently housed or parked on Commons. Any large vehicle used for service purposes must temporarily park in the lower lot.
3. Please do not park in a private/assigned space belonging to another homeowner. Unauthorized use of another homeowner's parking space may subject the homeowner to considerable inconvenience (should they have groceries, guest passengers, handicapped person, etc.) Though their condo may be vacant, the use of their parking space inconveniences realtors and prospective homeowners; also, the absent homeowner may otherwise wish his/her assigned space to remain free and clear whether or not he/she is in residence. The assigned space is his/her private "commons" space.
4. We have experienced visiting (or otherwise) vehicles parked in a private space. If such is the case, the homeowner is not responsible for locating the owner of such vehicle. The homeowner may have the violating vehicle towed at the owner's expense. The Board does not need to approve the "towing". The regulation/rule is in place for all. The owner of the towed vehicle will be responsible for recovering his/her vehicle from the towing company.
5. Please do not "double-park" vehicles as this obstructs the passage of other vehicles.
6. Yellow curbing and yellow striping denotes NO PARKING. The yellow curb and its adjacent lane must remain clear at all times for potential emergencies (fire trucks, ambulances, etc.). Any vehicle parked at yellow curbing will automatically be towed away at the vehicle owner's expense. The enforcement of this safety regulation is an inconvenience to the Association, as well as the owner of the vehicle.
7. Please assist your visitors in properly parking in "Guest Parking". Please do not park in a private-assigned space unless it has been assigned to you.

Hitchcock Heights Homeowners Association, Inc.  
Rules and Regulations

8. The Department of Public Safety patrols the parking areas from time to time during the week and weekends. Seldom has there been vandalism to vehicles, however, should your vehicle be stolen, vandalized, etc., report the incident directly to the Department of Public Safety. Please inform the Board of any incident.
9. Motorcycles may be parked in the owner's private parking space, but must have a protective shield underneath to protect the Macadam from being punctured by the motorcycle's "rest" or projection. Motorcycle motors may not be engaged until the cycle is at the Laurens Street exit. When entering the Commons Parking area, please disengage the motor before reaching the Private Parking areas.

F. Personal Mail Boxes:

1. Individual personal mailboxes installed on the Commons property are the property of the United States Post Office. The United States Post Office issues the mailbox keys. Should a homeowner lease or sell his/her condominium, the transfer of the key is the responsibility of the homeowner. Additional keys may be obtained at the United States Post Office for a fee.

G. Playground Areas – Skates, Bicycles, Balls, Etc.:

1. Children and adults are welcome to play in the grassed areas behind the buildings.
2. Use of the parking lot for play activity is not permitted. There are 48 potential vehicles driving in and out of the parking lot. Roller-skating, skate-boarding, biking, playing ball, or any other activity of this nature is not permitted.
3. Children are not permitted to play on the stairs or in hallways. This is potentially dangerous.
4. Please do not store or park equipment and toys in the hallways at any time.
5. Bicycles may be parked on the rear lower level, but must be away from walking paths.

H. Grills/Outdoor Cooking – Fire Hazards:

1. Outdoor cooking must be a far distance from buildings. **NO** outdoor cooking/grilling, etc. may be done on porches. Insurance advisors have alerted Hitchcock to the hazards and dangers of cooking/grilling on the porches. There are ample grassed areas in the back of buildings for the enjoyment of outdoor cooking.
2. If you are storing your grill/cooker on the bottom rear of the building, please be certain that it is clean before leaving it. Odors and drippings attract insects and mice.
3. If you have combustible fuel, it is advised that you not store combustible fuel in your condominium or anywhere on Commons. It has a highly hazardous potential.
4. Hitchcock has not faced nor experienced a fire since its inception in 1983. Adhering to safety standards and precautions has helped to prevent tragedy. We are bounded on



Hitchcock Heights Homeowners Association, Inc.  
Rules and Regulations

two sides of the 3.3 acres by Hitchcock Woods, and on a third side by wooded density. Please place your grill/cooker within safety of the woods and buildings.

I. Plumbing and Electrical – Commons:

1. Should there be plumbing or electrical problems in the Commons, the Board will contact the plumber or electrician.
2. Should the plumbing or electrical problem not be indigenous to a Commons problem, the homeowner may contact a plumber or electrician of his choice unless you prefer the Association's standby plumber and electrician to service the problem, in which case please contact the Board.
3. The Association is not responsible for repairs that are not indigenous to Commons.
4. Leaking, running commodes, water taps dripping, etc., in your condominium reflects on water consumption and sewage readings that increase costs considerably. Please be sure to keep your taps and commodes in proper repair. This is the responsibility of the homeowner whether or not the homeowner resides in the condo; if the condo is leased, the renter should report the problem to the homeowner. Water consumption and sewage expenses are second high in the Association's monthly expenditures. Conservation of water and sewage in terms of not wasting water and sewage will make a difference.

Location of Cut-Off Water Valves:

- ◇ Building "A": Main valve (only) at foot of Guest Parking hill.
- ◇ Building "B" and "C": Crawl space entrances on each end of both buildings; the cut-off two valves are near the exterior faucets of each building.
- ◇ Building "D": Laundry Room cut-off is behind the washers in the crawl space, which is entered from hallway in Building "D". A second crawl space for Building "D" is located on same ground floor level.
- ◇ Building "E": Crawl space entered front right of building. Cutoffs are also near the exterior faucets

J. Moving Out/Vacating – Moving In:

1. Damage and scars to painted exterior walls and carpeting in the open hallways have been experienced when a resident has moved into a condo or has vacated. The Association must recover the damages. An across-the-board \$20.00 fee is payable to the Association by the homeowner, whether or not it is a renter or homeowner moving in or moving out. Should damages be in excess of the \$20.00 minimum, the Board will notify the homeowner. The hallways are generously wide, as are the staircases. Please be careful to not mar or damage the Commons property when you are moving in or moving out. The Association will rely on the homeowner to submit the \$20.00 to the Association; if not, the Board will render a reminder to the homeowner.

Hitchcock Heights Homeowners Association, Inc.  
Rules and Regulations

**K. Sale or Rental of Condominium:**

1. Should a condo be "For Sale", a "For Sale" sign may not be posted on Commons property. This rule and regulation prevents a possible cluster of signs, and prevents strangers from disturbing the privacy and safety of residents should a "walk-in" stranger be attempting to locate the unit "for sale" or "for rent". Should a condo be "for rent" the same rule and regulation applies.
2. Pursuant to Paragraph 51.0, Page 13 of the By-Laws of Hitchcock Heights Homeowners Association, Inc., *"No lease shall be made except for a minimum period of twelve months and to a lessee and upon a form approved in writing by the board of directors prior to any such lease being effective."* Accordingly, should you rent or lease your condo, please submit the appropriate form in writing to the board for approval (see Attachment 1).
3. If a unit is rented out, it is the owner's responsibility to ensure that the monthly regime fees are paid. If the owner feels it is necessary to charge the tenant for the regime fee, that amount should be included in the tenant's rent payment to the owner. The regime payment is to be paid to the Association by the owner.
4. It is necessary to provide the board with the name and telephone numbers, including emergency contact numbers, of the tenant should the need arise to contact them due to a critical maintenance item such as a water leak, etc.
5. Please notify the Board of Directors when your condo is placed on the market to be sold (see Attachment 2). It is the seller or renter's responsibility to furnish the would-be buyer or renter with a copy of the Rules and Regulations, which are a part of the Master Deed's Bylaws.

**L. Exterior of Buildings – Commons:**

1. Since the inception of the Association in 1983, the exterior of all buildings and grounds are designated "Commons" and, therefore, maintained by the Association.
2. Open porches (not-screened) are maintained by the Association.
3. No open porch may be enclosed with screening or walls/windows without the approval of the Board of Directors as to its design and construction. The enclosure of any open porch must confirm to certain specifications, which have been adopted by the Association. Should the enclosure not comply with the adopted specifications, the Association (represented by the Board of Directors) will be obligated and bound to have the enclosure dismantled. The homeowner must confirm to the adopted specification when enclosing an open porch with screening or when enclosing an open porch or a screened porch with walls and windows.
4. It is the responsibility of the homeowner and not the contractor to duplicate the approved design and construction adopted by the Association. The specifications may not be altered, changed, or adapted in any way.

Hitchcock Heights Homeowners Association, Inc.  
Rules and Regulations

- ◇ Should the homeowner wish to have a porch enclosed/walled and windowed, the specifications are clearly represented and shown on condominiums:  
Building "C", Condo #1  
Building "B", Condo #10
  - ◇ Should the homeowner wish to have an open porch enclosed with screening, the specifications are clearly represented and shown on condominiums:  
  
Building "A", Condo #5  
Building "D", Condo #4
  - ◇ Should the homeowner wish to install a storm door, the specifications are clearly represented and shown on condominiums:  
  
Building "B", Condo #5  
Building "C", Condo #1
5. The exterior of the front doors to each condominium is "Commons" and, therefore, the Association maintains the front exterior of doors.
  6. A screen door may not be installed.
  7. The lantern attached to the exterior wall alongside the front door is maintained by the Association. Should the light bulb need to be replaced, please contact the Board.
  8. The homeowner is responsible for the maintenance and upkeep and repair of their screening and their storm door. Should the screening or storm door be in disrepair, the Board of Directors is obligated and bound to notify the homeowner.
  9. Once the homeowner has enclosed an open porch with screening, the porch is no longer maintained as a "Commons." If a homeowner returns a screened porch to an open porch, the homeowner will have thirty (30) days to bring the porch to current "Commons" conditions. At which time, the Board of Directors will inspect the porch and it will again become "Commons" upon successfully passing the inspection.
  10. Once the homeowner has enclosed his/her porch with walls/windows, the porch is no longer the responsibility of the Association. Should such enclosed porch leak for instance, it is the responsibility of the homeowner. The construction of that porch's enclosure is the responsibility of the homeowner in terms of any leakage. Your builder should assure that rain water from a porch upstairs (for example) will not leak into your enclosure. It is not the responsibility of the Association to correct problems of an enclosed porch.

**M. Pets:**

1. **ONE** domestic animal, defined as a domesticated CAT or DOG, limited to a size suitable for Condominium living, may be kept as a pet in a unit as long as it does not constitute a nuisance to other residents. Actions that constitute a nuisance include, but are not limited to, excessive noise, viciousness or menacing behavior, property damage, or hygienic offensiveness.

Hitchcock Heights Homeowners Association, Inc.  
Rules and Regulations

2. Breeding of any animals for commercial purposes is prohibited. Livestock and wild animals shall not be maintained as pets.
3. Pets are not permitted in the laundry room or the pool area.
4. A pet shall not be left unattended on any common area. A pet shall not be allowed on a common area while tied to a stationary object.
5. A pet owner, by means of a leash, shall maintain control of his/her pet at all times while the pet is on common elements.
6. **PETS SHALL BE TAKEN TO THE PET AREA BEHIND THE DUMPSTER FOR RELIEVING ITSELF AND PET DROPPINGS SHALL BE PROMPTLY REMOVED AND DISPOSED OF PROPERLY BY THE OWNER. Exceptions to this rule must first be approved by the Board.**
7. Pets are only to be walked in the parking area between the visitor parking area and Laurens Street, away from grassy areas.
8. Pet owners are also governed by applicable Aiken County and City ordinances and health codes and, therefore, may be subject to actions taken independently of the association by other residents or non-residents, as well as the County and City.
9. A pet owner shall assume full responsibility for any personal injuries or property damage caused by his/her pet.
10. Pet owners must register their pet with the Board of Directors (see Attachment 3).
11. An owner of a pet found in violation of the rules may be ordered by the Board of Directors to remove the pet from the association property within thirty (30) days of written notice.

**N. Other:**

1. **AWNINGS/PROJECTIONS:** No awnings, projections, attachments, washer/dryer exhausts may be vented nor hung to outside walls of any building. No cables, wiring, etc., shall be attached or applied to exteriors of any Commons.
2. No signs, advertisements, notices, lettering shall be exhibited, painted, or affixed on Commons property.
3. No garbage, trash containers, supplies or otherwise objects shall be permitted in hallways or Commons. Attractive benches or tables may be placed against a wall so long as they are maintained in good repair and do not obstruct passageways. Potted plants are permitted so long as they are not obstructing passage nor crowding halls; no plants may be placed on stairs. The City of Aiken Sanitation has requested that tied plastic garbage bags be used to prevent odors and spoilage's in the metal dumpsite. Please do not park garbage bags in the hallway; store the trash inside your condo.

Hitchcock Heights Homeowners Association, Inc.  
Rules and Regulations

4. Articles of clothing, towels, etc. should not be hung on porches; no clothesline is permitted on porches; such articles are visible in the Commons and create unattractive appearances. Please keep an open porch tidy.
5. Personal property shall not be stored in hallways or under staircases in Commons areas.
6. The Association does not contract housekeeping services for hallways and staircases. It is understood that each hallway and staircase will cooperatively be cleaned and maintained by residents on each floor. If all homeowners share in keeping a portion of each hallway and steps adjacent to their condo, the hallways and stairs will remain clean. Should this arrangement not be successful, the Association will be compelled to hire professional services. The alternative is not affordable unless regime fees are raised to cover this expense.
7. No resident or homeowner shall make or permit anything to fall from a window, porch, hallway or staircase.
8. No resident or homeowner shall make or permit disturbing noises from their condominiums or in the parking lot. Please control the volume of your TV and stereo to within your home/condominium.
9. Aerials may not be installed on the Commons or on Commons buildings.
10. Please prevent litter in the parking lot and other Commons grounds. Urns are provided at the entrance to each building for cigarette butts only. Should litter be observed on the Commons, it would be helpful and appreciated if you will dispose of the litter so that it will not accumulate.
11. No smoking is allowed in the carpeted hallways of the buildings.
12. AIR-CONDITIONING UNIT: Please maintain your unit (outside the building) in good repair. The air-conditioning apparatus inside your hall closet may be subject to leaking water into the unit below. It is advisable to pour one (1) cup of undiluted Clorox into the tube/pipe twice monthly. This treatment may prevent algae buildup, which clogs the flow of water that then backs up to leaking. There is no guarantee this will prevent algae buildup, but has been recommended as possible prevention. The existing pipe design may be replaced by a better design.
13. PEST CONTROL: The units are serviced on the 2nd Monday of every other month (January, March, May, etc.) between the hours of 2:30 and 6:00 p.m. Unless the serviceman is able to enter your condo on the assigned day of service, your unit will not be serviced. If you will not be at home on service day, you may leave a key under a door mat or with a neighbor to permit entrance to your condo. Unless all condos are serviced, the effectiveness of the pest control will be lessened. Additional services not covered by our contract, such as treatments for flea infestation, shall be at the owner's expense.
14. CAR WASHING: The car washing faucet is located in the lower parking area along the rock bank. The faucet is to be kept locked at all times when not in use, so please

Hitchcock Heights Homeowners Association, Inc.  
Rules and Regulations

- replace the lock after use. The lock can be unlocked with the pool key. The car wash is for homeowner use only.
15. It is vital that the board be kept up to date with the name and telephone numbers, including emergency contact numbers, of both owners and tenants should the need arise to contact them due to a critical maintenance item such as a water leak, etc.
16. **BOARD OF DIRECTORS:** The Board of Directors is duty-bound and responsible to the Homeowners in enforcing each Rule and Regulation.
- ◆ The Board is responsible and duty-bound to make repairs, improvements, and to maintain preventive maintenance to all of the Commons throughout each year.
  - ◆ The Board is responsible for the sound financial management of the Association from month-to-month and year-to-year. Other responsibilities are outlined in the "Declaration" exhibit.
  - ◆ In order to maintain consistency and knowledge of The Board of Directors daily operations, the term served by the President shall be two (2) years.
17. The success in maintaining the health, sanitation, safety, financial soundness, comforts and enjoyment is dependent on the cooperative participation of all residents at Hitchcock. We have been a successful Association because of the cooperative participation and good will of everyone.
18. **AMENDMENTS/BINDING EFFECT:** Reference: Aiken County Deeds, Book 779, Page 221, Article #28, Page 20, of said "Master Deed" and Article #57, Page 16 of said "Declaration."

Hitchcock Heights Homeowners Association  
Rules and Regulations  
Amended June, 2006



Hitchcock Heights Homeowners Association, Inc.  
Rules and Regulations

We, the Board of Directors of Hitchcock Heights Homeowners Association, Inc., do hereby approve these Rules and Regulations.

William C. Shreck 8-20-07 Patricia Hall  
William C. Shreck, President Date Witness

James Christian Carlisle 8/20/07 Brandi Ross  
James Christian Carlisle, Vice-President Date Witness  
Patricia Hall  
Witness

Douglas M. Bruce 8/20/07 Brandi Ross  
Douglas M. Bruce, Secretary Date Witness  
Patricia Hall  
Witness

Deborah W. Bruce 8/20/07 Brandi Ross  
Deborah W. Bruce, Treasurer Date Witness  
Patricia Hall  
Witness

ACKNOWLEDGEMENT

STATE OF SC

COUNTY OF Arker

I, Carlene Clark, do hereby certify that William C. Shreck,  
James Christian Carlisle, Douglas M. Bruce, Deborah  
W. Bruce

personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this the 20 day of

August 2007

Carlene Clark

My commission expires 9/21/08

Hitchcock Heights Homeowners Association, Inc.  
Rules and Regulations

We, the Board of Directors of Hitchcock Heights Homeowners Association, Inc., do hereby approve these Rules and Regulations.

Larry W. Wood  
Larry W. Wood, Board Member

8/14/07  
Date

[Signature]  
Witness  
[Signature]  
Witness

ACKNOWLEDGEMENT

STATE OF South Carolina

COUNTY OF Rich land

I Vasilisa C. Hamilton, do hereby certify that Larry W. Wood

personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this the 14th day of

August, 2007.

Vasilisa C. Hamilton, Notary Public

My commission expires 12-14-2009

State of South Carolina



Attachment 1  
Hitchcock Heights Homeowners Association, Inc.  
Rental Agreement

Agreement between \_\_\_\_\_ (owner),  
and \_\_\_\_\_ (tenants), for a dwelling located at  
\_\_\_\_\_ Laurens St., SW, Unit \_\_\_\_\_, Aiken, South Carolina.

Pursuant to Paragraph 51.0, Page 13 of the By-Laws of Hitchcock Heights Homeowners Association, Inc., tenants agree to rent this dwelling for a minimum period of twelve months. The rental fee per month is \$\_\_\_\_\_, payable in advance on the \_\_\_\_\_ day of every calendar month to the owner, whose address is \_\_\_\_\_.

The first month's rent for this dwelling is \$\_\_\_\_\_. The security/cleaning deposit on this dwelling is \$\_\_\_\_\_. It is refundable if tenants leave the dwelling reasonably clean and undamaged. Owner will refund all deposits within \_\_\_\_\_ days after tenants have moved out completely and returned all keys.

Tenants will give 30 days notice in writing before they move and will be responsible for paying rent through the end of the notice period.

Only the following \_\_\_\_\_ persons are to live in the dwelling: \_\_\_\_\_  
\_\_\_\_\_. Without the owner's prior permission,  
no other persons may live in the dwelling, not even temporarily, nor may the dwelling be sublet or used for business purposes.

Tenants agree to the following terms:

- 1) To follow all existing Hitchcock Heights Rules and Regulations.
- 2) To accept the dwelling "as is", having already inspected it.
- 3) Not to paint or alter the dwelling without first getting the owner's written permission.
- 4) To park their motor vehicle in assigned space and to keep that space clean of oil drippings and grease.
- 5) Not to repair their motor vehicle on the premises if such repairs will take no longer than a single day.
- 6) To allow owner to inspect the dwelling, work on it, or show it to prospective tenants at any and all reasonable times.
- 7) Not to keep liquid filled furniture in this dwelling.
- 8) To pay rent by cash, check or money order made out to the owner. A \$20.00 service charge will be applied to all returned checks.

Attachment 1  
Hitchcock Heights Homeowners Association, Inc.  
Rental Agreement

- 9) To pay for repairs of all damage they or their guests have caused.
- 10) To pay for all windows broken in their dwelling while they live there.
- 11) The only devices used for heating will be the ones provided by the Landlord (no exceptions).
- 12) There will not be a 5-day notice given before eviction papers are taken out with the Magistrate.

Violation of any part of this agreement or nonpayment of rent when due shall be cause for eviction under applicable sections of the code. The owner shall recover reasonable Attorney's fees involved.

Tenants hereby acknowledge that they have read this agreement, understand it, agree to it and have been given a copy of the agreement and the Hitchcock Heights Rules and Regulations.

\_\_\_\_\_  
(Owner)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Tenant)

\_\_\_\_\_  
(Date)

Please submit this completed form by either placing it in the association's mailbox located just inside the entrance of Building "B", or mailing it to:

Hitchcock Heights Homeowners Association  
329 Laurens Street, SW  
Aiken, SC 29801

Attachment 2  
Hitchcock Heights Homeowners Association, Inc.  
Notice of Intent to Sell

This is to notify the Hitchcock Heights Homeowners Association, Inc., Board of Directors of the intent to sell Unit \_\_\_\_\_. I understand that I am to provide a copy of the Rules and Regulations to any possible buyers. In addition, I understand that I am to notify both the board and the bookkeeper when the condo has been sold, the scheduled closing date, and the attorney handling the closing. I further understand that any outstanding fees against my account will be reported to the closing attorney and must be resolved by closing.

\_\_\_\_\_  
(Owner)

\_\_\_\_\_  
(Date)

Please submit this completed form by either placing it in the association's mailbox located just inside the entrance of Building "B", or mailing it to:

Hitchcock Heights Homeowners Association  
329 Laurens Street, SW  
Aiken, SC 29801

Attachment 3  
**PET REGISTRATION FORM**

Owner's Name: \_\_\_\_\_

Unit: \_\_\_\_\_ Phone: \_\_\_\_\_

Pet's name: \_\_\_\_\_

Breed: \_\_\_\_\_

Color: \_\_\_\_\_

Pet's Age: \_\_\_\_\_ Date: \_\_\_\_\_

Please attach a color photo of pet here.

Please submit this completed form by either placing it in the association's mailbox located just inside the entrance of Building "B", or mailing it to:

Hitchcock Heights Homeowners Association  
329 Laurens Street, SW  
Aiken, SC 29801