



# Rules and Regulations

(Revised August 27, 2019)

## Document History and Change Log

Date	Change Description	Name(s)
8/27/2019	Revised #11. SIGNS/Political signs (including banners and flags)	L. Bush

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**COOSAW CREEK PROPERTY OWNERS' ASSOCIATION**  
**RULES AND REGULATIONS**

**PREAMBLE**

The Coosaw Creek Country Club Declaration of Covenants, Restrictions and Limitations ("Covenants") and the By-Laws give the Board of Directors the authority and responsibility to adopt, publish, implement and enforce Rules and Regulations governing the use of lots, easement areas, open and common property and facilities, the conduct of the Members, their families and guests and to establish penalties for any violations or infractions. The purpose of the Rules and Regulations is to establish a comprehensive system of community standards designed to accomplish and further the goals set forth in the Covenants and By-Laws.

It is in the interests of every Member of the Coosaw community to ensure the safety of all of its Members, families and guests, to preserve the natural and carefully planned beauty of our surroundings, and to ensure that Coosaw will remain a pleasant and comfortable place to live and one which retains its inherent value over time.

These rules and regulations are intended to be a guide for the community and the Board to follow. It is further intended that they will be interpreted and enforced by the Board with the safety, livability and overall aesthetics of the community as its guiding principles in interpreting them. Although the Board is to be accorded broad discretion in implementing and enforcing these rules and regulations, penalties should be employed only where the legitimate goals of the community would be enhanced thereby, and not merely as a means of raising revenue. Thus, the Covenants mandate that a warning be issued prior to imposing a violation upon the property owner.

Enforcement of our rules should be the responsibility of each and every member of our community. Members may report any infraction to the affected Association Committee Chairperson, the Board of Directors, or the Property Manager. When the affected Committee Chairperson authenticates the infraction, the infraction will be referred to the Property Manager and the Board of Directors for subsequent actions. All rules and regulations will be enforced as provided for in Article XI of the Covenants, see sections II and III below.

**I. RULES AND REGULATIONS**

**1. BOAT, TRAILER, RV AND TRUCK RESTRICTIONS.**

No boats, boat trailers, camper trailers, ATV's, jet skis, recreational vehicles, motorcycles, motorbikes, trucks or utility trailers may be maintained on the Property without Association approval unless garaged at all times. By Board action, the Association has granted approval for the above-named vehicles to be temporarily stored on a property owner's lot for periods up to 72 hours in a seven (7) consecutive day period when the vehicle is being used by the owner or his guests for recreational purposes. Instances requiring a longer parking time may be addressed to the Board of Directors. Utility trailers and trucks, which are used for commercial purposes, may not be maintained on the Property without written approval from the Association.

Attractive trucks and other vehicles, which are used primarily for transportation and which have small magnetic signs, decal logos and lettering that provide name and telephone number, are generally acceptable, but vehicle wraps that turn a vehicle into a rolling advertisement constitute a violation. Trucks that have exposed equipment or supplies are not considered attractive. (Covenant Sections 3.14, 3.19).

**2. UNSIGHTLY CONDITIONS.**

It shall be the responsibility of the Owner to prevent the development of any unclean, unsightly or unkempt conditions of buildings or grounds on his or her property. Yard, home equipment and material such as ladders, wheelbarrows, lawn tractors, unused plastic pools, etc. should be stored discretely from view. Lawn furniture, trampolines, and other play equipment that are no longer serviceable, damaged, in a state of disrepair or outlived their intended purpose need to be removed or repaired in a timely manner. Other examples include but are not limited to: unkempt or overgrown grass or shrubs on developed lots, trash or extensive building debris at construction sites, garbage and downed trees on undeveloped lots, etc. The growth of native plants, shrubs and trees on undeveloped lots is not considered a violation of this rule. (Covenant Section 3.14).

**3. TRASH, DEBRIS AND GARBAGE.**

Trash receptacles may be placed curbside the night before scheduled pickup. Exceptions to this rule include cleanups following storms and when trees fall unexpectedly and/or related tree damage. (The POA should be contacted immediately and extenuating circumstances will be considered on a case-by-case basis). Prior to pick up, trash receptacles and landscaping debris should be accumulated and stored discretely in an inconspicuous location. Examples of such locations include, but are not be limited to, screening fences, natural buffers such as shrubbery, garages, and other locations which tend to conceal the receptacle from by-passers on the roads and golf cart paths within Coosaw. It is not the intention of this rule to mandate that trash receptacles be completely hidden from view from every possible vantage point on an owner's property.

Trash/garbage receptacles should be retrieved from the street by 10:00 AM of the day following trash pickup. Landscape debris or trash may not be placed in the street, on common areas, on the top of the concrete storm drain covers, or on the property of another property owner. Bagged yard debris may be placed curbside 48 hours prior to scheduled collection, however this does not apply to commercial services.

The disposal of landscape clippings, waste, and debris in the Coosaw Creek storm water drainage system, swales, and wetlands is prohibited. It should be noted; cleaning and repairs to the Coosaw Creek drainage systems cost you as Community member's large sums of money. The natural and constructed drainage systems in our Community must be maintained to avoid flooding. This rule shall apply to containers and receptacles for recyclable materials to the same extent and with the same force as it applies to trash receptacles. (Covenant Sections 3.6, 3.7, 3.14, 3.15, 3.20, 6.3).

**4. MAIL BOXES.**

Mailbox structures, numbering and mailbox are provided by the Association and are installed by the Association. In the Forest Knoll section where mailboxes are clustered, reflective numbers will be placed on the front of the mailboxes.

Owners who decorate their mailboxes, including decorative plantings shall assure that such plantings conform to the ARB standards set forth in the Covenants and that such plantings do not obstruct the address numbers. Local city and county ordinances may also apply. (Covenant Sections 3.3(d), 3.14, 3.20).

**5. EXTERIOR MAINTENANCE.**

Property should be maintained in good repair. The general appearance should be maintained, which includes but is not limited to, the condition of painting, siding, windows, doors, screens, shutters, driveways, gutters and brick. Window air conditioning units are prohibited. (Covenant Sections 3.3, 3.14).

**6. PARKING.**

There shall be no parking of vehicles of any kind on undeveloped lots, on common areas, or on unpaved areas of developed lots. Except for unusual or short-term occasions, residents and their guests should not routinely park on the street. North Charleston city ordinances restrict parking to 24 hours, and long-term parking greater than 24 hours is prohibited. For special circumstances the Board may extend parking. Parking is prohibited on a sidewalk, within an intersection, on a crosswalk, or in front of a private or public driveway. When parking on the street, owners and their guests should not block driveways of neighbors, which may prevent them from backing out of a driveway across the street. This rule is not intended to apply to construction areas. State and local Codes may also govern parking in the community. (Covenant Sections 3.14, 3.18).

**7. MOTORCYCLES, ATV's and GO-CARTS.**

The operation of motorcycles or motorbikes on the property is contingent upon their quiet and safe use and must be in compliance with all applicable laws and regulations. There shall be no operating of ATV's or go-carts on the property or on designated utility rights-of-way at any time. (Covenant Sections 3.15, 3.18, 3.19).

**8. PRIVATE GOLF CARTS.**

Golf carts must be registered with South Carolina DMV and also have a permit issued by the CCOA. Under South Carolina Motor Vehicle Law, only drivers with valid state driver's licenses are allowed to operate golf carts, and this law includes the operation of golf carts on the roads within Coosaw Creek. As required by State law, an unlicensed driver cannot operate a golf cart even if a licensed driver is a passenger in the cart, unless the driver has a learner's permit. The North Charleston Police Department can and will issue violations for under-age, non-licensed drivers. Any violation of this condition will result in a revocation of the special use permit for the golf cart. Local laws and regulations must also be obeyed. (Covenant Sections 3.14, 3.15, 3.18).

**9. SPEEDING.**

No vehicle with the exception of emergency vehicles shall exceed the 25 miles per hour speed limit. State and/or local traffic laws apply to the property, and will be enforced by NCPD. (Covenant Section 3.18).

**10. STOP SIGNS.**

No vehicle shall fail to come to a complete stop at stop signs or at the gate entrance, unless motioned to proceed by security guards or authorized emergency personnel (police, fire, etc.). This is not intended to apply to emergency vehicles responding to a call. NCPD will issue tickets for such violations within Coosaw Creek. (Covenant Section 3.18).

**11. SIGNS.**

No commercial signs, including "For Rent" or "For Sale" signs, political signs (including banners and flags) and other similar signs shall be erected or maintained on the property by anyone, including, but not limited to, the owner, a real estate agent, a contractor or subcontractor, unless approved by the Board of Directors. This includes the temporary advertising signs of contractors and suppliers. If such permission is granted, the Board reserves the right to restrict size, color

and content of such signs. By Board action, the Association has granted approval for existing homes to have one (1) real estate sign to be placed inside a front window and one (1) inside a back window. Real estate information boxes can be displayed and be placed beside the mailbox or attached to the post. For lots, a Real Estate information box is permitted with a real estate sign no larger than 3 feet by 3 feet, which will be placed at least 15 from Street. Sign will be placed parallel to the street. Home security signs and dog warning signs are the only exceptions to this rule. (Covenant Section 3.17).

**12. OFFENSIVE ACTIVITIES.**

No act or action constituting a private nuisance will be allowed. A private nuisance is an interference with a person's enjoyment and use of his land. The law recognizes that landowners, or those in the rightful possession of land, have the right to the unimpaired condition of the property and to reasonable comfort and convenience in its occupation. Examples of private nuisance include but are not limited to excessive noise, music or barking dogs, dogs running loose, erecting lighting or security cameras which are directed at or infringes upon the property of other owners. Pet owners are required to remove their pet's feces in common areas such as street right-of-ways. (Covenant Section 3.15).

**13. SOLICITING.**

No soliciting is allowed on the property except as requested and approved by the Board. (Covenant Section 3.15).

**14. DUMPING.**

Trash, garbage, landscaping debris or personal items may not be placed on the street, Club property, common areas, lots, construction sites or in trash containers/dumpsters that belong to others. All debris and trash intended for pickup and disposal by North Charleston services must be placed upon the individual owner's property, not on the street where it presents a traffic hazard, nor on the property of others. Dumping in storm drains and in the wetlands is prohibited and includes, but is not limited to lawn debris, trash and pet feces or pet feces bags. (Covenant Section 3.15, 6.3).

**15. PROPERTY ADDITIONS/ALTERATIONS/MODIFICATIONS.**

No building, fence, or major landscaping element, or any other structure shall be erected, placed or altered on the property until the proposed plans, specifications, color, etc. have been approved by the Architectural Review Board (ARB).

NOTE: City building permits may be required. It is the homeowner's responsibility to obtain any required permits from the City. Window air conditioning units are prohibited. The ARB will apply community standards, setback requirements and aesthetic considerations before granting approval. Repainting or repairing already approved structures in a like manner do not require ARB approval. Depending upon the significance of the proposed changes, a Modification Application Fee may also be required. (Covenant Sections 3.3, 3.4).

**16. TREE REMOVAL.**

No trees measuring six inches (6") or more in diameter at a distance of four feet (4') above the ground may be removed without the prior approval of the ARB. Local laws also apply and require city permits before any tree removal is initiated. Please be advised that the ARB routinely sends a copy of any application relating to tree removal to the City of North Charleston. (Covenant Section 3.5).

**17. PROHIBITED ACTIVITIES/ACTIONS ON THE GOLF COURSE.**

Prohibited activities include, but are not limited to, the maintenance of unfenced dogs or other pets that may interfere with golf play due to loud barking, running on the fairways, and picking up balls or other like interference with play. This also applies to children or adults who interfere with golf play by being on the cart path, fairway or greens during golf operation hours. Only golfers or those persons authorized by the Club are permitted on the golf course between 7:00 AM and dusk. Report all violations of immediate concern to the Pro Shop for action by Club personnel. Other rules and regulations may be applied and enforced by the Coosaw Creek Country Club. (Covenant Section 5.2).

**18. ANIMALS.**

Each household is limited to a maximum of three domestic household pets. No animals, livestock, or poultry of any kind shall be raised, bred, kept or pastured on the property. Household pets that are prohibited include the more exotic varieties, such as snakes, alligators, lizards, etc. Pets (except cats) must be leashed when on common property. Local and State Leash Laws apply. (Covenant Section 3.12).

**19. RENTAL/LEASE RESTRICTIONS.**

The lease or rental of any dwelling within the Property for a period of less than six (6) consecutive months shall be prohibited, excluding rentals to members of an Owner's immediate family. A lease or rental of any dwelling for a period exceeding six (6) months shall not be considered to be a violation of this rule so long as the lease/rental of such dwelling is undertaken in full compliance with and subject to the rules and regulations as may be promulgated and published from time to time by the Association. Coosaw Creek is zoned for single family occupancy only, therefore multi-family leasing is not allowed.

Extended family is limited to parents and children of the owner or renter and live-in household help or servants. The Property Owner is principally responsible and liable and must provide all contact information for lessee of their Property to the Association, including, but not limited to, names of all occupants, valid phone numbers and e-mail addresses. All leases/rentals of any dwelling within the Property shall be in writing, a copy of the lease/rental agreement must be filed with the POA office. All tenants of the Dwelling Units within the Property shall in all respects be subject to the terms and conditions of the Covenants, By-Laws and these Rules and Regulations. (Covenant Section 3.24).

**20. GARAGE AND YARD SALES.**

Yard and garage sales as well as similar functions are prohibited. Estate sales may be permitted only with the approval of the Board and only under the guidelines and limitations established by it.

**21. COMMERCIAL STORAGE CONTAINERS.**

The use of any type of temporary containers such as roll off type debris containers may only be permitted with the authorization of the Architectural Review Board or the Association Board and only within the time frame so specified in the approval letter. The use of temporary storage containers, such as PODS, may be used for up to 5 days. Call the property managers office to advise them of the drop off and pick up dates. (Covenant Section 3.9).

**22. MISCELLANEOUS VIOLATIONS.**

These Rules and Regulations of Coosaw Creek Owners Association will include by implication any other restrictions or prohibitions contained in the Covenants of Coosaw Creek Owners Association and not specifically referenced herein.

**23. Damage to Security Equipment.**

Any resident, contractor or visitor who damages any security-related equipment at the main entrance (including gate arms, cameras, sensors, etc.) and which damage is done intentionally or through negligence on the part of the driver (if an auto is involved) will be subject to penalties and the full cost of any repairs. If the incident involves a guest of the resident, the resident will be accountable for paying for the damage. (Covenant Section 8.4 and 10.5(d))

## **II. SCHEDULE OF FINES AND PENALTIES**

The determination that a violation has occurred, and the decision to impose a penalty, as well as the nature and amount of the penalty, must be reviewed and approved by a majority of the Board members. In addition to fines, the Board may impose, but is not limited to all or any combination of the following actions against violators, provided that there is a direct relationship between the violation and such action of the Board:

- a. Issue letters and/or notices;
- b. Impose monetary fines;
- c. Shut down work sites;
- d. Deny access to builders, contractors and service providers;
- e. Compound monetary fines for repeat violations or violations not corrected within the abatement period;
- f. Suspend an owner's right to use the common property;
- g. Suspend an owner's right to vote in the Association; and
- h. Take corrective action, including actions at law, at the owner's expense.

Property owners are reminded that they are responsible not only for themselves and their family, but also for their guests and invitees, contractors, and service providers. Non-property owners will also be bound by these rules. Any fines charged to a property owner for the violation of one or more of these rules will constitute an equitable charge. Failure to pay outstanding assessments and fines can result in a continuing lien upon the properties of such owner and/or a claim being filed against the owner in small claims court. Violators may receive fines as established on the attached Rules and Regulations Violation Fine Schedule. Property owners will be held liable for fines resulting from violations by family members, guests and tenants.

The below fine schedule is established to guide the Board in determining fine assessments for violations of the foregoing Rules and Regulations. All sanctions imposed by the Board of Directors, including fines, shall be applied in compliance with the procedure set forth in Section 11.3 of the Covenants, and as reproduced in Section III.

Fines are to be paid to the Association within 30 days and may be mailed or delivered to the Owners' Association Office, 4110 Club Course Drive, North Charleston, S.C. 29420. Credit cards are also accepted at the Owner's Association office. Fines not paid within the 30-day time frame will be subject to monthly interest and administration fees as authorized by the Board. A record of violations shall be maintained at the Administration Office. Receipts will be issued.

This fine schedule is a guideline for the Coosaw Creek Owners' Association Board of Directors. The Board, in its discretion, may reduce or increase the fine based upon the totality of the circumstances surrounding the violation.

<u>Rule #</u>	<u>1<sup>st</sup> Viol.</u>	<u>2<sup>nd</sup> Viol.</u>	<u>3<sup>rd</sup> Viol.</u>	<u>Subsequent Viol.</u>
1	Up to \$100	\$50 per day until violation ceases		
2	Up to \$50	\$50 per day until violation ceases		
3	Up to \$50	\$50 per day until violation ceases		
4	Up to \$50	\$50 per day until violation ceases		
5	Up to \$50	\$50 per day until violation ceases		
6	Up to \$50	\$50 per day until violation ceases		
7	Up to \$50	\$50	\$100	\$200
8	Up to \$50	\$50	\$100	\$100
9	Up to \$100	\$100	\$200	\$400
10	Up to \$100	\$100	\$200	\$400
11	Up to \$50	\$50 per day until violation ceases		
12	Up to \$50	\$50	\$100	\$100
13	Up to \$50	\$50	\$100	\$100
14	Up to \$50	\$50	\$100	\$100
15	Up to \$2000	\$2000 per violation plus restitution		
16	Up to \$100	\$100	\$200	\$400
17	Up to \$50	\$50	\$100	\$200
18	Up to \$50	\$50	\$100	\$200
19	Up to \$500	\$100 per day until violation ceases		
20		Up to \$100 per day until violation ceases		
21	Up to \$100	\$50 per day until violation ceases		
22		In the discretion of the Board		

The foregoing fines are in addition to any other remedies available to the Coosaw Creek Owners' Association for the violation of the Covenants, Restrictions and Limitations of Coosaw Creek Country Club. Property owners are responsible for all legal costs incurred to the CCOA.

**III. PROCEDURE FOR THE FINDING OF VIOLATIONS  
AND THE ASSESSING OF FINES AND OTHER PENALTIES**

Article XI of the Covenants sets forth the procedures, which the Board must follow in order to adjudicate violations and assess fines and other penalties. Except with respect to the failure to pay assessments, the Board may not impose a fine, suspend voting rights or infringe upon or suspend any other rights of an Owner for violations of the Covenants, By-Laws or these Rules and Regulations unless and until the following procedure is employed:

- (a) Written demand to cease and desist from an alleged violation shall be served upon the person responsible for such violation, specifying: (i) the alleged violation; (ii) the action required to abate the violation; and (iii) a time period of not less than five (5) days during which the violation may be abated without further sanction, if such violation is a continuing one, or if such violation is not a continuing one, a statement that any further violation of the same nature may result in the imposition of sanctions after appropriate notice and hearing.
- (b) If the violation continues past the period allowed in the demand for abatement without penalty, or if the same violation subsequently occurs within twelve (12) months of such demand, the Board may serve such person with written notice of a hearing to be held by the Board in executive session. The notice shall contain: (i) the nature of the alleged violation; (ii) the time and place of the hearing, which time shall not be less than ten (10) days from the giving of the notice; and (iii) an invitation to attend the hearing and produce any statement, evidence and witnesses on his behalf; and
- (c) The hearing shall be held in executive session of the Board pursuant to the notice and shall afford the alleged violator a reasonable opportunity to be

heard. Prior to the effectiveness of any sanction thereunder, proof of notice and the invitation to be heard shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if the officer, director or other individual who delivered such notice enters a copy of the notice together with a statement of the date and manner of delivery. The notice requirement shall be deemed satisfied if an alleged violator appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction imposed, if any. (Covenant, Article XI).

A decision by the Board rendered after it follows the foregoing procedures is final, except that any person aggrieved by such determination may appeal such decision by employing the arbitration procedures set forth in Article XVII, Section 2, of the By-Laws. (By-Laws, Article XVII, Section 2).