

**24.25 Backyard Rules.** These backyard rules shall be complied with by all Co-Owners and Occupants. Backyard refers to the Class B Limited Common Area appurtenant to each Unit, surrounded by fence, and accessed from each Unit's backdoor. If interpretation of any of the following rules is necessary, a unanimous Board shall decide. These rules are not intended to be exclusive.

- (a) **Structures.** No structure shall be placed in any backyard at any time unless specifically allowed by the this Master Deed. No trailer, mobile home, double-wide, motor home, barn, camper, bus, tree house, or other similar vehicle or structure shall be placed in any backyard either temporarily or permanently. Play houses and decks may be allowed with Board approval prior to erection. If approved, play houses or decks shall not be at any time converted into storage units, conversion shall result in classifying the structure as unapproved.

**Accessory Structures.** No dog houses, garages, swimming pools, or any other accessory structure shall be constructed in any backyard, except a swing set, play house, free standing basketball goal, or similar structure may be constructed with prior written approval by a unanimous Board of plans and the person(s) who will build it (the Board shall take into consideration the views of the immediate neighbors of the unit at issue and it shall be the responsibility of the Co-Owner seeking approval to supply proof to the Board of the neighbors' views). Permission for any such structure shall be of a temporary nature, to be revisited upon the request of any neighbor who feels the structure or the activities around the structure have become annoying, a nuisance or diminish the enjoyment of another unit in the Condominium. Swing sets if approved, must be constructed of treated lumber and any canvas

- (b) **Decks.** Decks are allowed in backyards with prior written approval by a unanimous Board of plans and the person(s) who will build them. Decks must be constructed of treated lumber or some acceptable lumber substitute such as Hardy Plank. Issues with vermin living under decks shall be considered during the application process and are reasons to revisit any approvals given and to require the Co-Owner to correct any problem at the Co-Owner's expense as stated in sub-paragraph "Vermin and Nuisance" below. No approval of plans or specifications will be construed as representing or implying the plans or specifications if followed, will result in properly designed improvements, will guarantee any improvement built in accordance therewith will be built in a good and workmanlike manner, and neither the Board nor the Association will be liable or responsible for any defects in any plan or specification submitted, revised, or approved pursuant hereto.

- (b) **Tree Cutting Restrictions.** Without prior approval of a majority of the Board, no tree with a diameter of nine (9) inches or larger four (4) feet off the ground (unless then current Mt. Pleasant regulations protect smaller trees in which case the regulations control) shall be cut, removed, or intentionally damaged in any backyard.

- (c) **Clothesline.** No clothesline or drying yards shall be located upon the Unit or in the backyard so as to be visible from any other unit.

- (d) **Water Systems.** No individual water supply system shall be permitted in any backyard.

- (e) **Sewer System.** No surface or below ground toilets or septic tanks are permitted in

backyards.

- (g) **Garbage Disposal.** No garbage or trash incinerator shall be permitted in backyards. No burning, burying, or other disposal of garbage or trash is permitted in backyards.
- (h) **Trash or Garbage Containers.** Trash or garbage containers shall be stored in the backyard against the Unit or privacy fence in a place less visible from other units. Trash or garbage containers shall not be placed on the street before the day before garbage pick up and all containers are to be returned to the backyard by the night of pick up day.
- (i) **Above Ground Utilities, Antennas, and Satellite Dishes.** All electrical service, wires, pipes, lines, telephone, cable television and internet lines, satellite dish cables and wires, conduits, and utility service of any type shall be placed in appropriate conduit underground and no outside electrical lines shall be placed overhead. No radio or television transmission or receiving antenna or satellite dishes shall be erected on any privacy fence or perimeter fence and none shall be displayed in any backyard.
- (j) **Signs.** The same restriction on signs that controls for the exterior on the Unit control for the backyard.
- (k) **Motorcycles.** No motorcycle or motorscooter shall be parked in any backyard unless under cover and neither shall be worked on in any backyard.
- (l) **Pets.** Pets may be unleashed and unattended in backyards as long as they can not get out of the backyard and as long as they do not create a noise, odor, or other problem for any other Unit. No pet may live in a backyard and pets are not to spend nights in backyards.
- (m) **Perimeter Access.** There shall be no access to or from any backyard over any privacy fence or perimeter fence.
- (n) **Prohibition of Open Outdoor Storage.** No junk, debris, or materials of any kind shall be stored in a backyard other than in an enclosed structure approved by the Board. Bicycles may be stored outside in backyards provided care is taken to keep them as little visible as possible from other units.
- (o) **Backyard Vegetation, Care, Trash, Landscape.** Co-Owners shall maintain in a natural state or otherwise their backyard vegetation, shall cut grass if they have grass, shall occasionally remove leaves if leaves fall, shall keep backyards clear and free from unsightly growth and trash, and shall generally and reasonably keep their backyards appearance from creating annoyance and nuisance to their neighbors. Decision of the Board shall be final concerning any interpretation of this subparagraph. No landscaping, grading, excavation, or filling of any nature will be commenced or maintained by any Co-Owner or Occupant in any backyard without the permission of the Board.
- (r) **Vermin and Nuisance.** Issues concerning the presence of vermin or nuisance or any condition in a backyard that at the sole discretion of the Board diminishes the value or enjoyment of a neighboring units shall be a reason for the Board to visit or revisit any decision or look at decisions concerning such an issue and the Board in its sole discretion may require the amelioration or any such problem by the Co-Owner at issue at the Co-Owner's expense and if the Co-Owner refuses to take action, the Board may do so and charge the Co-Owner the costs and expenses of such action which shall be for all purposes hereunder past due Assessments which if not paid by the Co-Owner within 30 days of written notice they are due, the

Board may pursue with all collection remedies, including lien and foreclosure rights, available herein for the collection of past due Assessments.

- (s) **Exterior Lighting.** All exterior lighting in any backyard shall be approved by the board.
- (t) **Association, Regime, Board, and Declarant Have No Liability for a Taking of any Backyard or Privacy Fence Area.** All Co-Owners agree and understand that any required removal of any fence by any authority and the loss of any backyard or privacy fence area shall not give the effected Co-Owner(s) any claim against the Association, Board, Declarant, or the Regime for loss of use of any area or loss of value because of loss of use of any area. Further, in such situations, it shall be the Co-Owner's responsibility to rebuild any fence at the co-Owner's expense, if rebuilding is allowed by the authority that required the fence to be removed.

**24.26 Fence Rules.** That portion of the fence, if any, in a Unit's backyard that is part of the perimeter fence around the Regime property is referred to as "perimeter fence". That portion of the fence in a Unit's backyard or elsewhere that is not part of the perimeter fence around the Regime property is referred to as "privacy fence."

- (a) **Conforming and Non-Conforming Fence.** All fences in the Regime are intended to look the same and be of similar construction and design. The Board may declare any fence constructed by a Co-Owner to be non-conforming in look, construction, or design, give the Co-Owner written notice of this decision and right to rehearing of the decision, and if the decision of the Board remains the same, have the Co-Owner remove the non-conforming fence at Co-Owner's expense. If the Co-Owner refuses to take action, the Board may do so and charge the Co-Owner the costs and expenses of such action which shall be for all purposes hereunder past due Assessments which if not paid by the Co-Owner within 30 days of written notice they are due, the Board may pursue with all collection remedies, including lien and foreclosure rights, available herein for the collection of past due Assessments.
- (b) **Shared Fences - Joint and Equal Obligation of Maintenance, Repair, and Replacement.** Any part of a backyard fence built upon or straddling the boundary line between two or more Units' limited common elements shall hereafter be called a "Party Fence", and the Co-Owners, "Adjoining Co-Owners". In the event of required maintenance, repair as a result of damage, or replacement because of destruction of a Party Fence from any cause, other than negligence of an Adjoining Co-Owner, the Adjoining Co-Owners of the subject Party Fence shall, at joint and equal expense, maintain, repair, and rebuild the Party Fence. Required repair or rebuilding of a damaged or destroyed Party Fence shall be the same size and of the same or similar material and of like quality as the Party Fence initially constructed, situate generally in the original location on the limited common element line between adjoining Units. Each such Adjoining Owner, their respective heirs, successors, and assigns, shall have the right to the use their side of the Party Fence so repaired or rebuilt. The Adjoining Owners shall undertake repairs and reconstruction of the Party Fence wherever a condition exists which may result in damage or injury to person or property if repair or reconstruction work is not undertaken. Either Adjoining Owner, upon discovering the possibility of damage or destruction, shall notify the other Adjoining Owner of the nature of the damage, the work required to remedy the situation, and the estimated cost of the repair or

reconstruction. The other Adjoining Owner shall then have twenty (20) days from the receipt of the notice either to object to the repairs or reconstruction or to pay such noticed Adjoining Owner's share of the cost of the work. However, in the event of an emergency (i.e., a condition that is immediately threatening to the safety of persons or property), the Adjoining Owner giving such notice may undertake without consent only such work as shall abate the emergency, and the noticed Adjoining Owner shall then have five (5) days from receipt of the notice, which notice shall state with particularity the nature and extent of the existing emergency and the immediate actions taken or to be taken to abate the emergency and what further work, if any, is required for full repair and restoration, after which the noticed Adjoining Owner shall pay its share of the emergency abatement costs, and within the twenty (20) days above provided, shall either object to the further repair or reconstruction work or pay the noticed Adjoining Owner's share of the cost of such further work. The failure of the Adjoining Owner receiving such notice to object in writing to the Adjoining Owner sending such notice within the period of time provided shall be deemed to constitute such noticed Adjoining Owner's acceptance. In the event the Adjoining Owner receiving such notice objects in writing to such work to be done within the period of time provided, either Adjoining Owner may initiate resolution of such disputed repair or reconstruction by contacting the Board who in their sole discretion shall make a finding which may be used by either Adjoining Co-Owner in Small claims Court when pursuing legal enforcement of this sub-paragraph against another Co-Owner. If no Adjoining Co-Owner maintains, repairs, or rebuilds a Party Fence that in the opinion of the Board should be maintained, repaired, or rebuilt, then the Board in its sole discretion after written notice to all Adjoining Co-Owners at issue may after thirty (30) days if the Adjoining Co-Owners have not, proceed to maintain, repair, or rebuild the Party Fence at issue and charge the Adjoining Co-Owners for the all costs and expenses maintaining, repairing, or rebuilding. The Board may pursue collection of said costs and expenses as if the costs and expenses were Assessments per this Master Deed.

- (1) **Party Fence Damage or Destruction Caused by Negligence.** If either Adjoining Co-Owner's negligence, which is deemed to include the negligence of such Adjoining Co-Owner's family, tenant, guest, or invitee, shall cause damage to or destruction of the Party Fence, the negligent Adjoining Co-Owner shall bear the entire cost of the repair or reconstruction.
- (2) **Failure to Pay Share of Expenses.** If an Adjoining Co-Owner shall neglect or refuse to pay such Adjoining Co-Owner's share, or all of the cost in case of negligence, arising from the repair or reconstruction of the Party Fence in accordance with Sub-Paragraph (6), the other Adjoining Co-Owner may, but shall not be required to, undertake such repair or reconstruction and to pay the share of the cost and expense of the Adjoining Co-Owner neglecting or refusing to so pay, which amount thereof shall constitute a "Shared Cost Assessment" collectable in accordance with Sub-Paragraph (6) and subject to lien therein provided.
- (3) **Maintenance, Repair, and Construction Easement.** There shall exist for the benefit of each Adjoining Co-Owner, and their respective guests, invitees, successors and assigns a perpetual easement for access, ingress,

and egress on, over and across such portions of the other Adjoining Co-Owner's Unit and Limited Common Elements reasonably necessary or desirable for the construction, repair, maintenance and replacement of the Party Fence. With respect to the whole or any portion of a Party Fence located upon an Adjoining Co-Owner's Limited Common Elements, an Adjoining Owner shall have an encroachment easement upon the other Adjoining Co-Owner's Limited Common Elements pursuant to this sub-Paragraph. This construction, repair, maintenance, and replacement easement shall include the right to temporarily alter, obstruct, and/or block off portions of the Adjoining Co-Owner's Limited Common Elements during construction or repair in order to avoid injury to persons or damage to property. However, in every case of alteration, obstruction, or blocking, the said Adjoining Co-Owner exercising such right shall provide, if possible, reasonable alternative means of use and access around the affected area to allow access to and the continued use and enjoyment thereof by persons entitled to such use and enjoyment. All such construction, repair, maintenance, and replacement shall be undertaken and completed in accordance with applicable governmental regulations and permits therefore. There shall exist for the benefit of each Adjoining Co-Owner an exclusive perpetual encroachment easement and license on and across such portions of the Adjoining Co-Owner's Limited Common Elements reasonably necessary or desirable, to perform any maintenance, repair, reconstruction, or replacement of the Party Fence. There shall also exist for the benefit of each Adjoining Co-Owner an encroachment easement and license to physically attach to the Party Fence any portion of its improvements attached in the original construction or required or desirable for support.

(c) **Shared Cost Assessments for Joint Structures.**

(i) Creation of Lien and Personal Obligation for Shared Cost Assessments. Each Adjoining Co-Owner hereby covenants to pay its share of the costs and expenses of maintenance, repair, and reconstruction of the Party Fence required pursuant to Sup-Paragraph (t) above. Any such shared cost or expense remaining unpaid following five (5) days written demand therefore shall constitute a "Shared Cost Assessment" which, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the defaulting Adjoining Co-Owner's Unit and shall be a continuing lien thereon in favor of the other Adjoining Co-Owner. To evidence a lien for sums assessed pursuant to this Section, the other Adjoining Co-Owner may prepare a written notice of lien setting forth the amount of the unpaid Shared Cost Assessment, the due date, the amount remaining unpaid, the name of the defaulting Adjoining Co-Owner, and a description of its Unit. Such a notice shall be signed and recorded in the Charleston County Records Office. No notice of lien shall be recorded until there is a delinquency in payment of the sum due and the creation of the Shared Cost Assessment as a result of such payment delinquency. Such lien may be enforced by judicial foreclosure by the other Adjoining Co-Owner in the same manner in which mortgages on real property may be foreclosed in the State of South Carolina. In any such foreclosure, the delinquent Adjoining Co-Owner shall be required to pay the costs and expenses of such proceeding (including reasonable attorneys' fees) and

such costs and expenses shall be secured by the lien being foreclosed. The delinquent Adjoining Co-Owner shall also be required to pay any Shared Cost Assessments against the Adjoining Co-Owner's Unit that shall become due during the period of foreclosure, and all such Shared Cost Assessments shall be secured by the lien being foreclosed. The Adjoining Co-Owner holding such lien shall have the right and power to bid in at any foreclosure sale, and to thereafter hold, lease, mortgage, or convey the subject Unit. Each such Shared Cost Assessment, together with such interest, costs and reasonable attorney's fees shall be the personal obligation of the person who was the delinquent Adjoining Co-Owner at the time when the Shared Cost Assessment fell due and also of any subsequent Adjoining Co-Owner of the liened Unit; provided, however, that no Adjoining Co-Owner acquiring title to the liened Unit at a foreclosure sale, or conveyance in lieu of foreclosure, of any mortgage, his successors and assigns, shall have any personal obligation with respect to the portion of any Shared Cost Assessments (together with late charges, interest, fees and costs of collection) related to such Unit, the lien for which is subordinate to the lien of the mortgage being foreclosed, as provided in Section 5.14(h)(iv).

(ii) Assumption of Obligation by Transferee. The personal obligation of the Adjoining Co-Owner to pay a Shared Cost Assessment shall remain his personal obligation notwithstanding the fact that any successor in title assumes such personal obligation. Furthermore, such prior Adjoining Owner and his successor in title who assumes such liabilities shall be jointly and severally liable with respect thereto, notwithstanding any agreement between such prior Adjoining Co-Owner and his successor in title creating the relationship of principal and surety as between themselves, other than one by virtue of which such prior Adjoining Co-Owner and his successor in title would otherwise be jointly and severally liable to pay such amounts.

(iii) Miscellaneous. An Adjoining Co-Owner may bring legal action against the defaulting Adjoining Co-Owner personally obligated to pay a Shared Cost Assessment or foreclose its lien against the defaulting Adjoining Co-Owner's Unit or pursue both such courses at the same time or successively. Adjoining Co-Owners are deemed to have, to the fullest extent permitted by law, waived the right to assert any statute providing appraisal rights which may reduce any deficiency judgment obtained against a defaulting Adjoining Co-Owner in the event of such foreclosure, and further waive all benefits that might accrue to an Adjoining Co-Owner by virtue of any present or future homestead exemption or law exempting a Unit or portion thereof from sale.

(iv) Subordination of the Charges and Liens. (A) The lien and permanent charge for the Shared Cost Assessments (together with late charges, interest, fees and cost of collection) authorized herein with respect to a Unit is hereby made subordinate to the lien of any unpaid taxes, and any mortgage or mortgages upon the Unit. Sale or transfer of a Unit shall not affect the lien of the Shared Cost Assessments. However, the sale or transfer of the Unit, which is subject to any mortgage, pursuant to a decree of foreclosure there under, or any proceeding or conveyance in lieu of foreclosure thereof, shall extinguish the lien of the Shared Cost Assessments which became due prior to such sale or transfer. No sale or transfer shall relieve the Unit's Adjoining Owner from liability for any

Shared Cost Assessments thereafter becoming due or from the lien thereof. Notwithstanding anything in this Agreement to the contrary, no amendment, or change or modification of this Section shall be effective unless such amendment, change, or modification shall be first consented to, in writing, by all Mortgagees of Record of affected Units. (B) Such subordination is merely a subordination and shall not relieve the Unit's Adjoining Co-Owner of his personal obligation to pay all Shared Cost Assessments coming due at a time when he is the Adjoining Co-Owner; shall not relieve such Unit from the lien and permanent charge provided for herein (except as to the extent the subordinated lien and permanent charge is extinguished by foreclosure or deed in lieu thereof); and no sale or transfer of such Unit to the mortgagee or to any other person pursuant to a foreclosure sale, or deed in lieu thereof, shall relieve any previous Adjoining Co-Owner from liability for any Shared Cost Assessment coming due before such sale or transfer.

- (d) **Interior Paint Color of Privacy and Perimeter Fences.** Co-Owner's, at their own expense, may paint the interior side of the perimeter and privacy fences in their backyards. The caps at the top of the fence posts and any portion of fence post visible from the exterior side of the fence are to be left unpainted on all sides. Colors are to be subdued and complaints by neighbors concerning garish colors shall be finally decided by the Board in their sole discretion and if so directed, the Co-Owner shall repaint over any garish color with a color approved by the Board. If the Co-Owner refuses to act, the Board may do so at the Co-Owner's expense as stated in the "Conforming and Non-Conforming Fence" sub-paragraph above.
- (e) **Fence Attachments.** Painted or coated corrosion and rust resistant screen/wire may be used and attached to interior backyard fences at the bottom to keep dogs and other pets from getting under fences. Fences may not be made higher without prior written permission from the Board. Shelves and hooks may be attached to interior backyard fences with Co-Owner's remaining mindful that damage caused by such attachments may lead to the Co-Owner having to replace the fence at the Co-Owner's own expense even if it is a Party Fence. Co-Owner may add more support posts at Co-Owner's expense and any Adjoining Owner's permission as long as the final result is conforming as stated in the "Conforming and Non-Conforming Fence" sub-paragraph above.
- (f) **Adding or Extending Privacy Fences.** As shown on that portion of Exhibit "B", "Allowed Fence Extensions and Additions" certain Units' privacy fences may be extended or added at Co-Owner's expense in the areas so marked on that portion of Exhibit "B". All such construction shall not commence until six (6) months after Co-Owner's purchase of the Unit or until the Declarant Control Period has ended, which ever comes first. Fences must be constructed of treated lumber and must be conforming as stated in the sub-paragraph "Conforming and Non-Conforming Fence" above. Fence construction hereunder must have prior written Board approval as to location, materials, specifications of the fence itself, and the person(s) who will build it. No approval of plans or specifications will be construed as representing or implying the plans or specifications if followed, will result in properly designed improvements, will guarantee any improvement built in accordance therewith will be built in a good and workmanlike manner, and neither the Board nor the Association will be liable or responsible for any defects in any plan or specification submitted, revised, or approved pursuant hereto. Any

construction that results in non-conforming fencing shall be resolved pursuant to the sub-paragraph, "Conforming and Non-Conforming Fence" above. When constructed, all fence built pursuant to this sub-paragraph shall be governed by the rules in this "Fence Rules" Section.

(i) The following Adjoining Co-Owners have the option to extend their Party Fence toward the parking lot and constructing a new front fence basically perpendicular to the extended Party Fence as shown on Exhibit B "Allowed Fence Extensions and Additions"– 1330 A and 1334 B, 1335 B and 1343 A, 1338 A and 1342 B, 1346 B and 1342 A, 1351 A and 1379 B, 1354 A and 1358 B, 1366 A and 1370 B, 1370 A and 1374 B, 1375 B and 1379 A, 1378 A and 1382 B, and 1394 A and 1398 B. Either Unit in any of these pairs may build their side of the fence without the other but if in the future the other Co-Owner decides to add their portion of the frontal fence, then the extension of the Party Fence that until then had been the sole responsibility of the Unit that extended it first shall become a Party Fence and the responsibility of both Co-Owners as stated herein.

(ii) The following Units have the option to add privacy fences as shown on Exhibit B "Allowed Fence Extensions and Additions" – 1335 A, 1343 B, 1350 A, 1355 A, 1355 B, 1362 B, 1374 A, 1387 A, and 1399 A.

(iii) The following Units have the option to add privacy fences as shown on Exhibit B "Allowed Fence Extensions and Additions" – 1359 B, 1371 B, and 1375 A. Any of the three Units may unilaterally extend into its marked portion on Exhibit B and then in the future if any of the other Units extend their fences, fences that become Party Fences shall be treated as such as stated herein.

(iv) If extended fences overlap areas with sprinklers, the Board shall decide whether to have the sprinkler capped, at the Co-Owner's expense, or to let it alone.

(v) All Co-Owners agree and understand that all present and future easements of record or in this Master Deed shall have full force and effect through their backyards and privacy fences and the granting of a privacy fence or privacy fence option to a Unit in no way invalidates any present or future easements of record or easements granted by this Master Deed.

(vi) All Co-Owners agree and understand that the Association retains an easement into and onto all backyards and areas within privacy fences for inspection purposes and enforcement purposes of all rules, regulations, covenants, and otherwise stated in this Master Deed and in the Bylaws.