

TIDES IV CONDOMINIUM OWNERS ASSOCIATION
RULES AND REGULATIONS
AMENDED AND RESTATED

The following amended and restated Rules and Regulations have been adopted by the Board of Directors of the Tides IV Condominium Owners Association, Inc. (the "Association") in accordance with the Master Deed and Bylaws to protect the harmony and architectural integrity of the community, and to promote a congenial, pleasant and dignified living atmosphere that is respectful of the Owners of Units, as well as to promote the safety and welfare of residents and maintain a high quality of life.

The Rules and Regulations supplement the Master Deed of the Regime and the Bylaws of the Association and are in addition to, and without limitation of, the restrictions set forth in the Master Deed. Both documents are in force. In a case of conflict between these documents, the Master Deed and then the Bylaws will prevail.

The Rules and Regulations shall apply to all property owners, residents, family members, tenants, occupants, agents, visitors, employees, invitees, licensees and guests; and shall be enforced by the Board of Directors and/or Association Management Agent, Property Manager, On-site Manger, heretofore referenced as "Manager" in accordance with the Master Deed and Bylaws.

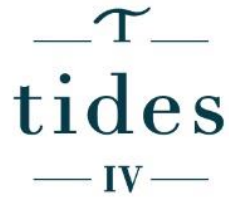
In establishing and maintaining the Rules and Regulations, the Board shall

make every effort to balance their effect on the unit owners' rights to the enjoyment of their property or privileges of ownership.

The Rules and Regulations may be modified, repealed, or amended at any time by a resolution of the Board of Directors when deemed necessary or in the best interest of unit owners, residents, and the community.

The Rules and Regulations are listed below and included in this document:

- I. General**
- II. Common Areas**
- III. Pool, Grilling Area, and Fire Pit**
- IV. Contractors, Subcontractor, and Owners Performing Work**
- V. Leasing Policy**
- VI. Open House Policy**
- VII. Guest Policy**



I. General Rules and Regulations

1. Permitted Uses.

Units shall be utilized only for residential purposes and such other purposes as expressly permitted in the Master Deed. In order to alleviate problems of security and disruption associated with frequent changes in occupancy, time-sharing or interval ownership, or any other vacation sharing use (such as Exclusive Resorts, Inspirato, or similar short term use programs) of Units is prohibited, and restrictions are also imposed on rental of Units, all as provided herein and in the Master Deed. Bona fide non-paying guests of owners are not prohibited by the above.

2. Prohibited Uses.

The Owner and Occupants of a Unit shall not permit or allow anything to be done on the Condominium Property that will, in the sole discretion of the Board of Directors (i) materially increase the insurance rates on the Unit or the Common Elements over those rates that would reasonably be anticipated from use of the Unit for its normal purposes, (ii) obstruct or interfere with the rights of other Owners or the Association, or (iii) violate any law, permit or regulation of a governmental body. Garage sales, yard sales, estate sales, flea markets, or similar activities are prohibited unless granted prior approval of the Board. The display or discharge of firearms or fireworks on the Common Elements is prohibited; provided, however, that the display of lawful firearms on the Common Elements is permitted for the limited purpose of transporting firearms across the Common Elements to or from the Owner's Unit. The term "firearms" includes "B-B" guns, pellet guns, and other firearms of all types, regardless of size.

3. Owner Responsible for Conduct of Others in Unit.

Each Unit Owner shall be responsible to the Association for the results of the actions or omissions of Occupants of the Unit and their pets while on the Condominium Property, but the responsibility of the Unit Owner shall not relieve any Occupant of the Unit from any liability to the Association or any other Person for their acts.

4. Access to Residential Units and Residential Limited Common Elements.

Access for personal guests or invitees to the Unit of an Owner or Limited Common Elements may be authorized by Unit Owners and Occupants who are sixteen (16) years of age or older. Personal guests and invitees may not authorize access for others unless authorized to do so by the Board of Directors or the Manager. Only persons with proper authorization may remain on the Condominium Property. Owners and Occupants should not provide their personal access code to anyone. Management will create a temporary code for any non-occupant visitor, whether a recurring non-occupant visitor, such as a dog walker, or a one-time visitor, such as a plumber.

The Manager may establish additional check-in or sign-in procedures and time limits for vendors, suppliers, repair and service personnel, etc. Upon request of the Management Agent or its employee, an Association officer, or employee, a law enforcement official, security personnel retained by the Association, or any member of the Board of Directors, a person on the Condominium Property shall provide proper identification and, if purportedly an authorized guest or invitee of a Unit Owner, shall provide the name, Unit number and telephone number of the person who authorized access for the person.

5. Pets.

No animals (including without limitation any livestock, reptiles, fowl or poultry) shall be raised, bred or kept on the Condominium Property, except that an Owner or Occupant of a Unit may keep no more than a total of two (2) (in any combination) dogs or cats in a Unit, and an Owner or Occupant may keep in his or her Unit no more than a total of two (2) (in any combination) smaller, generally recognized non-exotic household pets, such as hamsters, or reasonably sized aquariums. No Owner or Occupant may keep, breed or maintain any pet for any commercial purpose. Such household pets must not constitute a nuisance or cause unsanitary conditions. Pets may not be left unattended outdoors or kept unattended outdoors, including on any balcony, patio or deck areas. Pets must be kept on a leash (or carried by a responsible person) and be under the physical control of a responsible person at all times while on the Common Elements (provided that no leash is required when on an enclosed balcony Limited Common Element serving only the Unit in which the pet is kept). The owner of the pet or the person responsible for the pet must immediately remove any feces left upon the Common Elements by pets. Frequent or continuing (i) acting in a threatening way to persons or (ii) barking or howling or any other frequent or continuing loud noise caused by a pet that is clearly audible in another Unit shall be considered a nuisance. The Board of Directors shall have the right to determine, in its sole discretion, whether a particular pet meets the criteria set forth in this

Section, and, if not, it may require upon reasonable notice, the owner or keeper of the pet to remove such pet from the Condominium Property. Pets must be vaccinated and kept in accordance with the applicable laws and regulations.

6. Offensive Activities.

Noxious, offensive or illegal activities shall not be carried out on the Condominium Property, nor shall anything be done thereon that reasonably is an annoyance or nuisance to the Occupants of other Units or persons properly using the Common Elements. Without limiting the generality of this provision, the following shall not be permitted on the Condominium Property: (a) speakers, horns, whistles, bells or other devices that emit sounds that are clearly audible in other Units or the Common Elements (other than Limited Common Elements serving only the Unit), except security and fire alarm devices or other devices expressly approved in writing by the Board of Directors, or (b) unusually bright, flashing or pulsating lights that are visible from another Unit or the Common Elements (other than Limited Common Elements serving only the Unit). Smoking shall occur on in the Owner's Unit or the designated smoking area, attached hereto as Exhibit A. Smoking on LCE decks and balconies is only permitted if the smoke is not drifting into or annoying other Units, Owners or Common Areas.

Owners shall avoid making or permitting to be made loud, disturbing or objectionable noises in the Units or in the Common Areas of the Association. Ambient noise of children playing and day time pool activities would be considered reasonable and not objectionable for the purposes of this rule. Owners shall not do, or permit anything to be done, which will interfere with the rights, comfort, or convenience of other Owners. In particular, Owners shall not create noise between the hours of 10:00 p.m. and 8:00 a.m. which can be heard by persons in another Unit.

7. Exterior Appearance, Signs and Mail Receptacles.

- A. Exterior Appearance: Only appropriate furniture and attractive plants are to be kept on balconies, decks, patios, and terraces. All other personal belongings are to be kept inside. Draping of towels and other items over the railing and on balconies visible from the exterior is not permitted. Unless otherwise approved in writing by the Board, all windows which are part of a Unit shall have window treatments which shall be located on the interior side of the windows, and any portion thereof visible from outside the Unit shall be white, off-white or light beige in color. The Board shall have the exclusive authority to change the color of the exterior or otherwise do any structural work on the exteriors of any Unit or Building. The board reserves the right to regulate the choice of color and other matters concerning the exterior of any Building

without prior written consent of the residents.

B. Signs: No signs, advertisements, notices, posters, circulars or billboards (together "Signs") shall be posted on Common Elements or any portion of a Unit which is visible from another Unit or the Common Elements (other than Limited Common Elements serving only the Unit) without the permission of the Board of Directors or Management Agent, except as expressly permitted in the Master Deed.

C. Mail Receptacles; Name Signs. The Board of Directors may issue specifications for and/or approve the location, color, size, design, lettering and all other particulars of receptacles for the receipt of mail, newspapers or similar delivered materials; property identification markers; and name signs.

8. Antennas and Telecommunications Equipment.

Unless otherwise expressly permitted in writing by the Board of Directors or the Management Agent, no television, radio or other telecommunications antenna, aerial, component or dish shall be erected on a Unit or the Common Elements in a manner that causes it to be visible from another Unit or the Common Elements (other than Limited Common Elements serving only the Unit in which it is located), except as expressly permitted in the Master Deed. No telecommunications equipment installed on the Condominium Property after completion of construction shall unreasonably interfere with the operation of normal telephone, television, internet or other telecommunications systems for other Units, as determined by the Board of Directors.

9. Approval of Modifications.

General Rule. Unless otherwise expressly permitted in writing by the Association, no painting, decoration, attachment to, or modification of a Unit or Common Element that would be visible from any other Unit or any portion of the Common Elements (other than Limited Common Elements serving only the Unit), and no modification of the structural, mechanical, electrical or plumbing systems of a Unit shall be permitted until two (2) sets of plans showing the nature, shape, dimensions, materials, color and location thereof have been submitted to and approved by the Association. Approval by the Association shall not be required for (a) replacement or repair of a mechanical, electrical or plumbing component within a Unit or a Limited Common Element serving only the Unit by a component of equal or better quality that is compatible with other systems in the Unit and the Building and complies with applicable codes, or (b) remodeling, painting or redecorating a Unit in a manner which was previously approved by the Association or existed at the time of recordation of the Master Deed.

- A. Attachments. The Association may determine that certain attachments to a Unit or the Limited Common Elements that would be visible from any other Unit or any portion of the Common Elements (such as, without limitation, balcony or deck ceiling fans) must be uniform in appearance and location in order to preserve visual harmony.
- B. Review Procedure. The Association shall have twenty (20) business days from receipt of all required information to review the submitted information. It may approve, reject or modify the proposed plans based on its perception of the consistency and harmony of the plans with the Master Deed, applicable codes, the original structure and Plans, and other practical and aesthetic factors deemed appropriate by the Association. If notice of approval, disapproval, proposed modification or request for additional information is not sent to the submitting Owner within such twenty (20) business days period, the plans submitted shall be deemed approved.
- C. Review Fees and Deposits. The Board of Directors may establish and charge reasonable fees (i) for review of applications for proposed modifications, and (ii) to provide reasonable funds to offset possible costs to the Association for failure of an applicant or its agent to perform in accordance with the Condominium Instruments or the approved application (such as, without limitation, fees for cleanup of debris created by the work). Such fees may include costs incurred by the Association in causing an application to be reviewed by architects, engineers, builders, interior designers, or other consultants selected by the Association. The Board of Directors may require such fees to be paid in full prior to review of any application. Any deposits remaining after the completion of the approved work shall be promptly refunded to the applicant or the applicant's designee.
- D. Trash Caused by Modifications. Any trash generated by construction, remodeling, decorating, or renovation of a Unit shall be handled in accordance with a written plan approved by the Board of Directors and as required by applicable laws. Any cost of cleanup and removal shall be the obligation of the modifying Owner unless otherwise expressly approved by the Board of Directors.
- E. Modifications Committee. The Board may, in its sole discretion, by written resolution, appoint a "Modifications Committee" or delegate to the

Managing Agent to implement and coordinate some or all the provisions of this Section. The Modifications Committee, if any, shall consist of at least three persons who shall be appointed and shall serve at the discretion of the Board. The persons appointed may be, but need not be, Owners or members of the Board of Directors, and may include such individuals as the Board shall determine from time to time, such as, without limitation, architects, engineers, builders, interior designers, or other consultants.

- F. Codes and Ordinances. Compliance with the above procedures is not a substitute for compliance with any requirements set forth in the Master Deed and with other applicable building, zoning, subdivision and development standards ordinances and codes, or other covenants that may apply to the work. The Association, the Management Agent, and their respective officers, employees and agents shall not be responsible for any defects in any plans or specifications approved by the Association, nor for any defects in any work done according to such plans and specifications.

10. Trash.

All Residents are responsible for their own trash and recycling. Trash, garbage or other waste shall be placed in the appropriate trash or recycling dumpster, or in other areas designated by the Board of Directors or the Management Agent. Trash, garbage or waste shall be separated as required by applicable laws. Except when moving trash, garbage or waste to designated disposal or pickup areas, it shall be kept in closed, sanitary containers inside the Unit. Household trash, garbage or waste deposited at designated disposal or pickup areas shall be stored in sealed plastic bags, and be placed inside the dumpster. No loose trash or trash bags shall be left in the trash or recycling areas. No loose trash or liquids shall be thrown into the dumpsters. Any cardboard or other collapsible boxes should be broken down prior to disposal. Hazardous materials may not be disposed of in the Association trash or recycling areas. Construction/Remodel debris shall be disposed of in accordance with Tides IV Rules and Regulations for Contractors and Subcontractors. Unless otherwise expressly approved in writing by the Board of Directors or Management Agent, trash, garbage or other waste shall not be left on open balconies, decks, patios or terraces or in Common Elements, such as corridors, lobbies, steps, elevators, steps, parking areas, driveways or pathways, not expressly intended for such storage.

11. Obstruction of Corridors, Lobbies, Steps, Elevators, etc.

Unless otherwise expressly approved in writing by the Board of Directors or

Management Agent, corridors, lobbies, foyers, steps, elevators, steps and driveways or pathways for ingress and egress shall be used for no other purpose other than normal transit through them. Corridors, lobbies, steps, elevators, parking areas, driveways or pathways shall not be used as play areas or for storage of personal belongings, including but not limited to, bikes, furniture, boxes, etc.

12. **Parking.**

- A. Parking Spaces Generally. Each parking space beneath the building is exclusively assigned to a Unit, and one or more exterior parking spaces may be exclusively assigned to a Unit. Any unassigned exterior parking is non-exclusive and to be shared. Guests are allowed to share the non-exclusive spaces, but must be considerate of other owners' parking rights. In the event that a large number of guests (8) or more are expected, the owner must give notice of the event to the Association or Management Agent and make the necessary parking arrangements. Additional parking is allowed in the lot adjacent to Tides IV. Any vehicle parking in the adjacent lot must display a resident or visitor parking tag at all times to avoid being towed.
- B. Use of Parking Spaces. Unit Owners and Occupants and agents, guests or invitees of Unit Owners or Occupants shall not (a) park any vehicle except in the parking space(s) reserved for that Unit or general unassigned parking areas, as determined by the Board of Directors, unless expressly permitted by the Owner or tenant of the Unit having the right to park in such parking space, or (b) park in such a manner as to unreasonably impede ready access to a parking space assigned to another Unit.
- C. Registration of Vehicles with Association. All parked vehicles shall be operable and properly registered in accordance with state and local ordinances. The Board of Directors may require that vehicles parked in a parking space (a) be registered with the Management Agent, (b) display a sticker or permit specified by the Management Agent, and (c) comply with such other procedures as may be approved by the Board of Directors.
- D. Garage Access. The garage can be accessed via fob or remote controlled garage door openers. The cost to replace or to purchase an additional garage door opener is \$40. The cost to replace a fob is \$20.
- E. Use Only by Occupants.

Use Only by Occupants. Parking spaces are Common Elements of the

Association and shall only be assigned for use to persons who are Occupants of Units. Parking spaces assigned to Units shall not be assigned for use for periods that exceed the period during which the renter or assignee is an Occupant. All parking space use by Occupants shall terminate upon conveyance of the Unit to which the parking space is assigned unless otherwise expressly approved in writing by the transferee.

(i) Rental of Spaces. Unit Owners and Occupants may not rent or permanently assign their parking space to other Owners, Tenants, Occupants, Vendors or other non-residents. Nothing shall preclude the Association from using an available parking space for visitor parking or other uses.

- F. Guest and Vendor Parking. In addition to the above stated general parking rule, parking for guests is available solely when guests are visiting at Tides IV. When events are scheduled at nearby venues in Mount Pleasant, management may require advance notice and the issuance of a visitor parking tag for any guests anticipated during the time period before, during and after the event. All overnight house guests should display a visitor parking tag to avoid being towed. Contractors and vendors should avoid parking in the row next to the building.
- G. Use by Non-Automotive Vehicles. Motorcycles, motor scooters, or other authorized motorized non-automotive vehicles shall be parked or stored only in parking spaces assigned to the Owner or Occupant having control of such vehicle or general unassigned parking areas.
- H. One Vehicle Per Parking Space. Unless otherwise expressly approved by the Management Agent, only one vehicle, including motorcycles and motor scooters, shall be parked in a parking space.
- I. Bicycles. Bicycles shall only be parked in areas specifically designated for such use by the Board of Directors. Such designated areas are: (1) approved racks mounted to the garage wall in front of the owner's parking space, (2) within the owner's storage cage, or (3) in the Association's bike rack. Bicycles shall not be stored loose, or bar access to equipment room doors.
- J. Loss. The Association and Management Agent shall not be responsible for any loss of or damage to vehicles, articles within parked vehicles, or bicycles.

13. Unauthorized Vehicles and Uses: Towing

- A. Unauthorized Vehicles. Unless otherwise expressly approved by the Board of Directors or the Management Agent, no unlicensed or inoperable vehicle; mobile home; boat or boat trailer; “U-Haul” trailer or other trailer; camper; motor vehicle with sleeping facilities; bus; or truck or commercial vehicle over one (1) ton capacity shall be parked or stored on the Condominium Property; provided that trucks and other commercial vehicles that will reasonably fit into a designated parking space or other space approved by the Board of Directors or Management Agent shall be permitted on the Condominium Property for loading, unloading or maintenance services during normal business hours. Emergency vehicles shall be permitted on the Condominium Property at any time when reasonably required.
- B. Vehicle Repairs. Vehicle repairs on the Condominium Property shall be limited to minor emergency repairs requiring a short period for completion, such as replacement or charging of a dead battery, replacement of a windshield, or repair of a flat tire.
- C. Towing. Vehicles violating these Rules and Regulations may be towed at the sole expense and risk of the violator and without notice to the violator.

- 14. Traffic.** All residents, guests, vendors and employees will adhere to speed limits and traffic signs on the Tides IV property and the adjacent Tides lot. The maximum allowed speed is 15 mph.

15. Leasing of Units.

- A. General. Owners desiring to lease their Units may do so only if they have applied for and received from the Board either a “Leasing Permit” or a “Hardship Leasing Permit.” Such a permit, upon its issuance, will allow an Owner to lease his or her Unit, provided that such Leasing is in strict accordance with the terms of the permit, the Master Deed, and these Rules and Regulations. The Board shall have the authority to establish conditions as to the duration and use of such permits. All Leasing Permits and Hardship Leasing Permits shall be valid only as to a specific Owner and Unit and shall not be transferable between either Units or Owners, but shall be transferable to successors in title to the same Unit. Upon any transfer of a Unit subject to a Leasing Permit or Hardship Leasing Permit, the successor in title to the Unit shall present to the managing agent of the

Association copies of the Leasing Permit or Hardship Leasing Permit and the recorded deed evidencing the successor in title's interest in the Unit. The Management Agent of the Association shall reissue such Leasing Permit or Hardship Leasing Permit in the name of the successor in title to the Unit.

B. Leasing Permits. An Owner's request for a Leasing Permit shall be approved if current, outstanding Leasing Permits have not been issued for more than twenty percent (20%) of the total number of Units in the Regime. A Leasing Permit shall be automatically revoked upon the happening of any of the following events: (i) the failure of an Owner to lease his or her Unit within forty-five (45) days of the Leasing Permit having been issued; (ii) the expiration or termination of any lease entered into by Owner pursuant to a Leasing Permit as determined by the terms of the Unit's approved lease on file with the Association; or (iii) the occurrence of the date referenced in a written notification by the Owner to the Association that the Owner will, as of said date, no longer need the Leasing Permit. If current Leasing Permits have been issued for twenty percent (20%) of the total number of Units, no additional Leasing Permits shall be issued (except for Hardship Leasing Permits) until the number of outstanding current Leasing Permits falls below twenty percent (20%) of the total number of Units in the Regime. Owners who have been denied a Leasing Permit shall automatically be placed on a waiting list for a Leasing Permit and shall be issued the same if they so desire when the number of current outstanding Leasing Permits issued falls to twenty percent (20%) or less of the total number of Units in the Regime. The issuance of a Hardship Leasing Permit to an Owner shall not cause the Owner to be removed from the waiting list for a Leasing Permit.

C. Hardship Leasing Permits. If the failure to lease will result in a hardship, the Owner may seek to lease on a hardship basis by applying to the Board for a Hardship Leasing Permit. The Board shall have the authority to issue or deny requests for Hardship Leasing Permits in its discretion after considering the following factors: (i) the nature, degree, and likely duration of the hardship, (ii) the harm, if any, which will result to the Regime if the permit is approved, (iii) the number of Hardship Leasing Permits which have been issued to other Owners, (iv) the Owner's ability to cure the hardship, and (v) whether previous Hardship Leasing Permits have been issued to the Owner. A "hardship" as described herein shall include, but not be limited to the following situations: (A) an Owner must relocate his or her residence outside the greater Charleston metropolitan area and cannot, within six (6) months from the date that the Unit was placed on the market, sell the Unit except at a price below the current appraised market value, after having made reasonable efforts to do so; (B) when the Owner dies and the Unit is being administered by his or her estate; or (C) the Owner takes a leave of

absence or temporarily relocates and intends to return to reside in the Unit. Hardship Leasing Permits shall be valid for a term not to exceed one (1) year. Owners may apply for additional Hardship Leasing Permits. Hardship Leasing Permits shall be automatically revoked if during the term of the permit, the Owner is approved for and receives a Leasing Permit.

D. Rules Governing Leasing. Leasing which is authorized, pursuant to permit hereunder, shall be governed by the following provisions:

- i. At least seven (7) days prior to entering into the lease of a Unit, the Owner shall provide the Board with a copy of the written proposed lease agreement. The Board shall approve or disapprove the form of said lease. In the event a lease is disapproved, the Board shall notify the Owner of the requisite action to be taken in order to bring the lease in compliance with the Master Deed and these Rules and Regulations.
- ii. Units may be leased only in their entirety; no fraction or portion may be leased without prior written Board approval. No Owner may lease the Unit to greater than two (2) unrelated individuals or to a tenant that is other than an individual (i.e. no corporate tenants). All leases shall be in writing and in a form approved by the Board prior to the effective date of the lease. The Board may, but shall not be required to, maintain and, upon request, provide a form that is deemed acceptable. The lease must include language indicating that any failure of the tenant to fully comply with the terms and conditions of the Condominium Documents shall constitute a default under the lease. There shall be no subleasing of Units or assignment of leases without prior written Board approval. All leases must be for an initial term of not less than one (1) year, except with written Board approval, which shall not be unreasonably withheld in cases of undue hardship. Within ten (10) days after executing a lease agreement for the lease of a Unit, and prior to the move-in of any lessee or tenant, the Owner shall provide the Board with a copy of the lease and the name of the tenant and all other people occupying the Unit. The Owner must provide the lessee copies of the Master Deed, Bylaws, and these Rules and Regulations, and return the form attached hereto as Exhibit A to Manager. Nothing herein shall be construed as giving the Board or Association the right to approve or disapprove a proposed tenant.

Upon the approval by the Board of the lease, the Owner shall pay to

the Association (A) a \$100.00 move-in fee and a \$100.00 move-out fee for the purpose of facilitating the move-in and move-out of the tenant, (B) a deposit in the amount of \$1000.00, and (C) proof that Owner or its tenant maintains a minimum \$1,000,000 in general liability insurance (Form HO-4 Renters Insurance) with the Association named as a certificate holder. The \$1,000 deposit shall be returned to the Owner upon the termination of such lease but which may be drawn upon by the Association in the event of noncompliance by Owner's tenant with the Condominium Documents.

- iii. Failure by Owner to comply with the foregoing constitutes a violation of the Condominium Instruments and may put Owner and the Unit at risk of losing the Leasing Permit or Hardship Leasing Permit.

E. Compliance With Master Deed, Bylaws, and Rules and Regulations; Use of Common Elements, and Liability for Assessments. Any lease of a Unit shall be deemed to contain the following provisions, whether or not expressly therein stated, and each Owner and each lessee, by occupancy of a Unit, covenants and agrees that any lease of a Unit shall contain the following language and agrees that if such language is not expressly contained therein, then such language shall be incorporated into the lease by existence of this covenant on the Unit:

- i. Compliance With Master Deed, Bylaws, and Rules and Regulations. The lessee shall comply with all provisions of the Master Deed, Bylaws, and these Rules and Regulations and shall control the conduct of all other Occupants and guests of the leased Unit in order to ensure compliance with the foregoing. The Owner shall cause all Occupants of his or her Unit to comply with the Master Deed, Bylaws, and these Rules and Regulations, and shall be responsible for all violations by such Occupants, notwithstanding the fact that such Occupants of the Unit are fully liable and may be sanctioned for any violation of the Master Deed, Bylaws, and these Rules and Regulations. In the event that the lessee, or a person living with the lessee, violates the Master Deed, Bylaws, or a rule or regulation for which a fine is imposed, notice of the violation shall be given to the Owner and the lessee, and such fine shall be assessed against the lessee in accordance with the Bylaws. If the fine is not paid by the lessee within the time period set by the Board, the Board may assess the fine against the Owner, and the Owner shall pay the fine upon notice from the Association of the lessee's failure to pay the fine. Unpaid fines shall constitute a lien against the Unit.

- ii. Violations; Eviction. Any violation of the Master Deed, Bylaws, or these Rules and Regulations by the lessee, any Occupant, or any person living with the lessee, is deemed to be a default under the terms of the lease and authorizes the Owner to terminate the lease without liability and to evict the lessee in accordance with South Carolina law. The Owner hereby delegates and assigns to the Association, acting through the Board, the power and authority of enforcement against the lessee for breaches resulting from the violation of the Master Deed, Bylaws, and these Rules and Regulations, including the power and authority to evict the lessee as attorney-in-fact on behalf and for the benefit of the Owner, in accordance with the terms hereof. In the event the Association proceeds to evict the lessee, any costs, including attorney's fees and court costs, associated with the eviction shall be an Assessment and lien against the Unit.

- iii. Use of Common Elements. Owner transfers and assigns to the lessee, for the term of the lease, any and all rights and privileges that the Owner has to use the Common Elements, including, but not limited to, the use of any and all recreational facilities. The foregoing shall not prevent an owner from attending an Association meeting or an Association hosted Owner event. Liability for Assessments. When a Unit Owner who is leasing his or her Unit fails to pay any Annual, Special, or Specific Assessment or any other charge for a period of more than thirty (30) days after it is due and payable, then the delinquent Owner hereby consents to the assignment of any rent received from the lessee during the period of delinquency, and, upon request by the Board, lessee shall pay to the Association all unpaid Annual, Special, and Specific Assessments and other charges payable during and prior to the term of the lease and any other period of occupancy by lessee. However, lessee need not make such payments to the Association in excess of, or prior to the due dates for, monthly rental payments unpaid at the time of the Board's request. All such payments made by lessee shall reduce, by the same amount, lessee's obligation to make monthly rental payments to lessor. If lessee fails to comply with the Board's request to pay Assessments or other charges, lessee shall pay to the Association all amounts authorized under this Master Deed as if lessee were an Owner. The above provision shall not be construed to release the

Owner from any obligation, including the obligation for Assessments, for which he or she would otherwise be responsible.

F. Exception for Declarant. The foregoing restrictions on leasing of a Unit, including without limitation the one (1) year minimum term or the requirement for a Leasing Permit or Hardship Leasing Permit, shall not apply to any Unit that is owned by the Declarant under the Master Deed.

16. No Liability for Stored Goods.

The Association and Management Agent shall not be responsible for any loss of or damage to goods stored by Owners or Occupants in any Common Element or Limited Common Element approved by the Board of Directors for such purpose, including from cleaning and other maintenance activities which may cause dirt or dust to enter or settle in the storage cages. Owners are reminded that the storage cages are in an open air environment, and are subject to flood exposure. The wire fence enclosures may not be covered. Storage of hazardous materials is prohibited.

17. Protection of Elevators and Stairs.

Owners or Occupants and their agents shall (a) use appropriate pads to protect elevators, hallways and stairs when moving furniture or equipment, and (b) be responsible for damage to elevators or stairs caused in such moving.

18. Responsibility for Damage to Common Elements.

If any maintenance, repair, or replacement of any portion of another Unit or the Common Elements is required because of the negligent or willful act or omission of an Owner or Occupant of a Unit, then such Owner and Occupant shall be responsible for such maintenance, repair, or replacement. In the event of such damage, Association's insurance will not be held as primary, but Owner and/or Owner's insurance will be primary.

19. Keys, Locks and Emergency Access to Units.

In order to respond to emergency situations or deal with problems in adjacent areas, each Unit Owner shall provide to the Manager, a key for the Unit of the Owner. The key shall be kept in a locked space under the control of the Management Agent. Except in situations reasonably believed to be emergencies or situations in which access is reasonably believed to be needed to prevent damage to the Unit or other areas, access to a Unit shall occur only during normal business hours and then, whenever practicable, only upon advance notice to the Owner of the Unit. If a Unit lock is modified so as to require a different key, within one (1) business day thereafter, the Owner shall notify the Management Agent and provide a replacement key to the

Management Agent.

20. Privacy Doors.

In order to protect the Owner and Occupants of a Unit in the event of an emergency (a) in which the elevator providing access to such Unit is recalled to the ground floor, or (b) in which there is an elevator malfunction, thereby preventing such elevator from serving as an additional means of egress from such Unit, each Unit within the Tide IV Horizontal Property Regime that is equipped with a privacy door located between the elevator doors and the interior of such Unit shall remain without locks on such privacy doors at all times so as to prevent a possible scenario wherein the Owner, Occupants, or visitors are inadvertently trapped between the elevator doors and the privacy door.

The Management Agent tasked with the maintenance of the Regime shall be provided random and unrestricted access to inspect such privacy doors to insure that no locking mechanisms are installed on such privacy doors after the Owner of such Unit takes possession of the Unit. Additionally, an Elevator Inspector licensed by the State of South Carolina, Department of Labor, Licensing and Regulation (LLR), Division of Labor, Office of Elevators and Amusement Rides, will conduct annual inspections of the elevators with random audits performed by Investigators (Auditors) of LLR. Installation of locks on the privacy doors would constitute a violation of the South Carolina Elevator Safety Code that will prevent the elevator from receiving its annual certificate of operation, and fines may be imposed on the Tides IV Condominium Regime from LLR for any delays incurred by the Owner to abate said violation as per state law. Any such fine will be the responsibility of the offending Owner.

21. Solicitations.

Persons soliciting contributions or the purchase of goods or services, and persons seeking to distribute materials, brochures or information to Unit Owners or Occupants may be denied access to the Condominium Property unless (a) expressly required by law or (b) expressly invited, by name, as a guest of a specific Unit Owner or tenant, in which event the person invited shall limit the solicitation to the person(s) expressly inviting them.

22. Grills and Outside Cooking.

Because of safety and insurance concerns, only electric grills or natural or propane gas grills without open flames are permitted for use in Units or balcony Limited Common Elements. Open flame burning grills or any other grills burning

charcoal, wood, paper or other flammable materials are prohibited (except for approved open flame kitchen ranges with proper ventilation). Use of permitted grills shall follow proper procedures for fire prevention, cleanup, and smoke and odor control. Owner must immediately discontinue use of their outside grill if the smoke drifts and disturbs the Occupants of another Unit.

23. Amenities.

All Owners and Occupants who use the pool, fitness, or other amenities must abide by the Rules and Regulations of that area set by the Board and Manager, including but not limited to, the hours of operation, age limit, proper use of equipment, cleanliness, and abide by all safety rules. The facilities and amenities of the development are for the exclusive use of the Owner and Occupants. No Owner or Occupant will be permitted to use the facilities and amenities if they are not current on their dues and fees. Owners who have rented their unit to a tenant and do not reside at the property may not use Tides IV amenities. All parties or gatherings located in or around any amenity center, private or otherwise, must be scheduled with the Board or Management Agent and must abide by the Rules and Regulations associated with that venue. In particular, Owners and Occupants shall not use the amenities in any manner that creates noise between the hours of 10:00 p.m. and 8:00 a.m. which can be heard by persons in any Unit, except with the prior written approval of the Board or Management Agent.

24. Water.

Piped water throughout each Unit and each Common Element is shared by all residents of Building and is paid for by the Association. Water shall not be left running for any unreasonable or unnecessary length of time. Toilets and other water apparatus in any Unit or Common Element shall not be used for any purpose other than which it was designed. Disposal of rubbish, rags, paper, paper towels, ashes, or any other non-conforming substance in such is prohibited. Please see the Town of Mt. Pleasant waterworks website at www.mountpleasantwaterworks.com for a complete list of non-conforming substances.

25. Move In/Out.

In the course of moving in or out of a Unit where extensive elevator use is needed, the Owner or Occupant must schedule the use of that elevator for a period of no more than 4 consecutive hours (or such longer time as the Board or the Management Agent approve in their reasonable judgment) between 9:30 a.m. and 4:30 p.m., Monday – Friday, excluding holidays. They must provide the Board or Management Agent written notice of their intent one week prior to the move. Any Owner, Occupant, or other person involved with the move must show due consideration to all others

who may need to use the elevator during the scheduled moving time, including interrupting the move to allow others to pass

26. Dryer Vents.

In order to comply with Town of Mount Pleasant building requirements, any laundry dryer located in a Unit must have a venting capability of at least sixty feet (60') with two (2) 90 degree elbows. Rigid duct shall be used for dryer venting. The Association and the Management Agent shall have the right to inspect all dryers, and upon request any Owner shall provide information relating to the dryer model and venting capability to ensure compliance. For the safety and mechanical functioning of the building, the Association may provide an annual cleaning and charge same as a regular or special assessment.

27. Penalties for Violations.

A. In the event of failure to comply with these Rules and Regulations, the Board of Directors shall take such action as it determines is appropriate to enforce the Rules and Regulations or to remedy the problem caused by the failure to comply. Without waiver of any other enforcement rights that the Board of Directors, the Association or any Owner may have under the Condominium Instruments or applicable law, the Board of

B. Directors may also impose a Special Assessment on the applicable Unit of up to \$250 for each violation of these Rules and Regulations. Repeated violations of the same rule may be subject to in the sole discretion of the Board fines up to \$1,000. For an initial violation, the Board of Directors shall give the non-complying Owner or tenant of the applicable Unit written notice of the violation and, if desired, the action that is required in order to cure the violation. Unless otherwise provided in the Master Deed or these Rules and Regulations, or unless the Board of Directors or Manager determines that the violation may constitute a safety hazard, violation of law or an emergency situation, the Owner or tenant shall have 24 hours from receipt of notice, or such additional time as may be authorized in writing by the Board of Directors or Manager, to cure the violation or to provide reasonable evidence that no violation exists. No further notice shall be required prior to enforcement after notice of the initial violation is given.

28. Collecting Assessments: Discontinuance of Association Services and Legal Action

A. Discontinuance of Services. In accordance with the Master Deed, if an Owner is 30 days or more in arrears in payment of Assessments, the Board of Directors or the Manager may notify the Owner of the delinquency and, in addition to such other penalties as are set forth in Master Deed, may cause the Association to discontinue all Services for the Unit that are paid for by the Association as Common Expenses and paid from Assessments. "Services" may include, without limitation, any electrical, water and/or wastewater service; telecommunications services, such as internet or cable television; elevator service; or any other utility or service furnished to such Unit. The Owner shall be allowed a reasonable time, not to exceed fourteen (14) days, from the date of notice of the violation in which to pay the Assessment due before service is discontinued.

B. Legal Action. If the Owner fails to pay Assessments due within 120 days of the date due, then, in accordance with the Master Deed, unless otherwise expressly authorized by the Board of Directors, the Board of Directors shall cause the Association to bring an action at law against the delinquent Owner personally for the unpaid Assessment, late charges, related court costs, fees for expert witnesses and depositions, other disbursements, and reasonable attorneys' fees and expenses, and file a lien against the delinquent Owner's Unit to secure such payments.

29. Waivers of Rules and Regulations.

The Board of Directors or the Manager may, for good cause, as determined in its sole discretion, waive violations of these Rules and Regulations. Such waiver shall be in writing and a copy of such waiver shall be either maintained for a reasonable period in the offices of the Association or may be recorded in the Register of Mesne Conveyance for Charleston County, South Carolina.

30. Amendment of Rules and Regulations.

The foregoing Rules and Regulations are subject to amendment and may be supplemented by other rules and policies.

EXHIBIT A
Tenant Contact Information and Rules & Regulations Sign-off

Unit #: _____

Date: _____

I, _____, have read, reviewed and understand the **Rules and Regulations, Pool Rules and Amenities Rules of the Tides IV**. These rules must be followed by all Owners, Tenants and guests. Violations of these rules will result in an initial written warning followed by fines as set forth in the **Tides IV Fine Policy**.

Resident 1 Signature: _____

Print Name: _____

Mobile Phone: _____

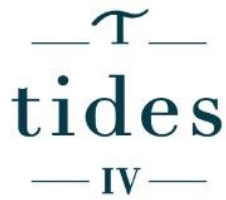
Email Address: _____

Resident 2 Signature: _____

Print Name: _____

Mobile Phone: _____

Email Address: _____



II. General Operating Rules for Tides IV Common Areas

Tides IV Condominium Owners Association is comprised of one building which includes a common space known as the Owners' Retreat, as well as common areas known as the Pool Area, the Grill Area, the Fitness Center, and the Oyster Wall Seating Area. For the purposes of these Operating Rules, Owners and Tenants (who are registered with the Association) are referred to as Members. The following rules and regulations govern the use of these common spaces.

1. Owners' Retreat

The Owners' Retreat is considered a General Common Element of the Association; and an Amenity for the benefit and enjoyment of all Members. Private use of the Owners' Retreat is available by reservation on a first come, first-served basis and with availability as determined by the Board or Association Management. Priority will be given to Association sponsored meetings, parties and gatherings. All Members requesting private use of Common Space must be current on regime fees and in good standing with the Association. Private use reservations will not be permitted on a regular basis such as weekly or monthly for recurring events. Reservations will not be permitted on the following days:

- New Year's Eve
- New Year's Day
- Super Bowl Sunday
- Memorial Day Weekend
- July 4th
- Labor Day Weekend
- Thanksgiving Day
- The First Night of Hanukkah
- Christmas Eve
- Christmas Day

Additionally, reservations will not be permitted on a weekend where the Legal

holiday falls on either a Friday or a Monday.

A. Room Scheduling Policies

In order to accommodate as many Members as possible who want to book the Owners' Retreat, it is necessary to properly schedule these activities. Use of the Owners' Retreat for private functions is limited to the indoor seating area and kitchen only. The Pool and Grilling Area may not be reserved for exclusive use by attendees at a private Owners' Retreat function. The Fitness Center may not be used by attendees of a private function.

Requests for reservations should be directed to the Property Manager.

1. Priorities for Scheduling

- a. Association's Board of Directors and Delegated Committees: Any meeting of the Association's Board of Directors, as well as all Delegated Committees of the Board, have priority over all other meetings or events. Regular meetings will be posted on the Association website.
 - b. Community Events: Events sponsored by the Association for the benefit of the Members of the Association will have priority over all private events and other common use.
 - c. Private Events: Members in good standing with the Association may reserve the Owners' Retreat for a private event after executing a Reservation and Use Agreement and a Hold Harmless Agreement, and submitting the appropriate deposit. Requests for use of the Owners' Retreat should be made no less than 30 days in advance of the event.
Casual Use: Any Member in good standing with the Association may use the Owners' Retreat for informal gatherings of 10 or fewer persons on a non-exclusive basis. This includes the use of standing resident social groups for card playing and the like. Members must be given unlimited access to the Owners' Retreat during Casual Use.
2. Room Charges: Association meetings and Association sponsored events will not be charged for the use of common areas. All Members scheduling events will submit a \$100 non-refundable fee and a Security Deposit of \$250 within 24 hours of Property Management confirming their reservation. Reservations will not be held beyond 24 hours if all fees, deposits and forms are not submitted. The Security Deposit will be returned after Property

Management has inspected the condition of the Owners' Retreat and the Outdoor Areas and has determined that there is no damage and that the area is clean and has been restored to its original condition.

Restrictions on Use: The use of the Owners' Retreat or other amenities for any events that include fundraising is prohibited. No event at the Owners' Retreat will require a guest to purchase a ticket to attend. Guests may attend by personal invitation of the Member. Invitations to events at the Owners' Retreat should not be written to imply that the Association is involved in the event or is participating in, advocating for or condoning any particular group or entity that may be represented at the event. To further promote the health, well-being and quiet enjoyment of Tides IV by the Members, the Board has determined that the Owners' Retreat may not be used for Political, Business, Religious gatherings, and the like. Weddings, whether religious in nature or not are expressly permitted. Business Meetings between an owner and no more than 3 additional people are also expressly permitted as part of Casual Use. The Board of Directors reserves the right to deny use of the facility or restrict its use.

3. Maximum Capacity: The maximum number of persons for an event in the Owners' Retreat is 80.
4. Owner Present: The Member reserving the Owners' Retreat for a private event must be present at all times during the use of the facility, including during any set up or breakdown by vendors, caterers, florists, etc.
5. Hours and Noise: Attendees for an event at the Owners' Retreat must vacate by 10:00 p.m. Events should be scheduled to conclude in time for cleanup to be completed and the building vacated by 10:30 p.m. Cleanup must be completed and the Retreat restored to its original condition the same day as the event. Failure to finish cleanup following an event may result in the loss of the \$250 deposit. Noise must be kept to a reasonable level before, during and after the event. Music will be discontinued no later than 10:00 p.m., and doors must be kept closed during the event. Amplified music will not be permitted outside of the Owners' Retreat.
6. Alcohol: Members serving alcohol within the Owners' Retreat or other Common Areas assume sole responsibility for any liability that may arise in connection with the service or consumption of alcohol. No alcohol may be sold at the event. Members intending to serve alcohol at a private or club

function must secure approval from Association Management in advance as part of their Reservation and Use Agreement.

7. Decoration: Rooms may be decorated in good taste with advanced approval from the Association Manager. Under no circumstances will decorations be allowed that permanently mar, damage or alter the décor of the facility, and no nails or tacks may be used. Decorations must be removed by the Member immediately following the event. Decorations on the exterior of the Owners' Retreat are not permitted.
8. Parking: Guests will adhere to the Tides IV guest parking policy as outlined in more detail in the Rules and Regulations.
9. Inspection: Members reserving the Owners' Retreat for a private event will participate in a pre-event inspection of the common area with the Association Management to identify existing conditions. On the day following the event (unless it is a Sunday in which case the following Monday), Association Management will conduct a follow-up inspection to determine if the room has been restored to its original condition and to inspect for any damage. After the follow-up inspection, the Security Deposit will be refunded to the Member if it is not needed to cover cleaning costs or damage.

B. Assumption of Risk

All use of Association Facilities and all participation in Association activities are purely voluntary. Correspondingly, the recreational nature of all Association activities potentially involves some personal or physical risk on the part of the participant. Program participation by a Member or guest is, therefore, interpreted as an acknowledgement and acceptance of the inherent risk.

C. No Pets

For the health and welfare of all Members, no Pets are allowed in the Owner's Retreat at any time.

2. Fitness Center – Rules and Regulations

The following rules and regulations are intended to make the Fitness Center safe, enjoyable and pleasant for all users.

The Fitness Center has some risks of use, which Residents expressly assume by use of the facility and all the equipment contained therein. All equipment and amenities are used by Resident and or Resident's guests and children at their own risk. The Fitness Center and exercise equipment will not be supervised. Residents should take all reasonable precautions while using the facility and its equipment to make sure they understand their proper use. If Resident, or Resident's guests and children, have any medical or physical condition that could be affected by use of any exercise equipment, then appropriate advice and direction from Resident's medical advisors should be obtained before use.

1. Hours of Operation: 6:00 am until 10:00 pm daily.
2. Age Requirement: Minimum age for use is 15 years old. Children under the age of 15 not accompanied by a parent, legal guardian or trainer are not permitted in the Fitness Center except for the use of the bathrooms.
3. Guest Policy: The Fitness Center is available only to residents and their guests. Guests who will be using the Fitness Center must register with the Property Manager per the Guest Policy. Residents are responsible for their guests and must ensure guests are familiar with the rules as outlined in more detail in the Tides IV Guest Policy. Friends and relatives living within a 50 mile radius will not be permitted to use the Fitness Center or any Tides IV amenities unless accompanied by the Resident.
4. Appropriate Use of Equipment: Exercise equipment should be used for its intended purpose and design. Please follow directions posted on the equipment for proper use.
5. Equipment Etiquette: Users should rack all weights, return all equipment to its designated place and wipe down equipment after use with anti-bacteria wipes provided in the dispenser by the water fountain. Do not drop weights on the floor or allow the weights to drop on the weightlifting equipment. Dropping weights on the equipment creates noise that can be heard by adjacent units, and may damage the equipment. Equipment may not be reserved and users are expected to be courteous to each other, allowing others equal access.
6. Television and Audio Equipment Use: Please be considerate of others when using these devices. Personal audio equipment must be used with

headphones or ear buds. Additionally, Peloton bikes must be used with headphones. When leaving, turn televisions off and return the remote controls to their proper location.

7. Food, Alcohol and Tobacco Products: Food, chewing gum, alcohol, tobacco products and electronic cigarettes are not permitted in the Fitness Center. Beverages including water must be in unbreakable containers.
8. Attire: Shirts and appropriate fitness attire must be worn at all times. Rubber soled shoes (sneaker type) must be worn when using equipment. No bare feet, flip flops or bathing suits are permitted when using the Fitness Center.
9. Thermostats: Only Maintenance and Management are to adjust the thermostat. Report any issues with temperatures to management.
10. Personal Trainers: Personal Trainers hired by residents are permitted at the Fitness Center and Pool as long as the Resident is present. A current certificate of liability insurance and an executed Waiver and Release Agreement must be provided for the trainer to the Association by the Resident. Residents must accompany personal trainers within the building at all times, and personal trainers shall not use the Fitness Center for their own personal use. Please contact the Association Management for a copy of the waiver.
11. Pets: Pets are not permitted in the Fitness Center.
12. Maintenance: Fitness Center users are asked to immediately notify the Association Management office if unsafe or hazardous conditions are discovered. Suggestions for the Fitness Center are welcomed and should be submitted in writing to management.

The Management Company and the Association assumes no liability for injuries, accidents or death that may occur in the fitness and exercise room and assumes no responsibility for lost, stolen or damaged articles.

III. Pool, Grilling Area and Fire Pit

The grills, fire pit, pool and all areas within the pool's fenced enclosure, are part of the common areas of Tides IV Condominiums shared by all residents. These amenities are for the use of Tides IV residents and their guests. The rules governing the use of the pool are for the protection and benefit of all, to assure safe and sanitary operation of the facility as required by DHEC and enjoyment by all concerned.

Safety is the primary concern to the Association and its members and residents. All persons using the pool do so at their own risk and agree to abide by the rules. There is no lifeguard on duty. The Association assumes no responsibility for an accident or injury in connection with such use or for any loss or damage to personal property. All personal items left at the pool deck are left at the residents' own risk. Residents are responsible for the actions of their children and guests.

1. Hours of Operation: Unless otherwise specified, the posted hours will serve as the operating times for the pool:

Open daily from sunrise to dusk

The pool may be closed, or its use limited, at any time because of DHEC violations (for example, broken glass), weather (for example, lightning), operational difficulties, overcrowding, or at the Board's discretion.

2. Access Control: For the security of all residents at Tides IV, propping a gate open is prohibited. Please make sure the gates close and lock behind you. Report gates not closing properly to property management. Do not allow access into the pool or grill areas to anyone whom you do not know personally or to someone who does not have a fob.
3. Guest Policy and Event Registration: All guests must be accompanied by a Tides IV Resident. Unaccompanied guests must be registered with the Property Manager (ccaauthen@eastwestresorts.com) in advance, or they may be asked to leave the pool and other amenities.
4. Pool Guests in swimming attire are not allowed to use the Fitness Center or the Owners' Retreat other than to use the restrooms.
5. The pool may not be reserved for exclusive use, and must remain available for use by all residents.
6. Age Restrictions: No one under the age of 15 is allowed at the pool or amenity center without the supervision of a parent or guardian.

7. General Conduct:

- Open air amplified music must be played at a quiet level. The use of headphones is preferred.
 - Offensive or abusive language and/or behavior is prohibited.
 - No water sports such as water polo or volleyball are allowed to take place in or out of the pool.
 - No "horse play" in or out of the water. This includes riding on shoulders, throwing children, or unsafe stunts from the side of the pool.
 - Proper swim attire is required for all those entering the water.
 - Swim diapers are required for children who are not toilet-trained.
8. Per the CDC: Swim diapers and swim pants are not a substitute for frequent diaper changing and bathroom breaks. It is recommended that swim diapers and swim pants be checked frequently and changed away from the poolside.
9. Tobacco products (including smokeless products) and electronic cigarettes are prohibited within the fenced pool area.
10. Per SC DHEC: NO PETS ARE ALLOWED INSIDE THE POOL ENCLOSURE.
11. Per SC DHEC: NO GLASS ALLOWED IN THE POOL OR ON THE DECK.
- If broken glass is found at the pool, Tides IV HOA would be subject to substantial fines by DHEC. In addition, management would be required to close the pool, drain it, and refill it at the expense of the HOA. Fines and expenses related to such closure will be the responsibility of the offending owner.
 - Any resident taking a glass item into the pool area or allowing a guest to do so may be fined and will be subject to suspension of pool privileges. No warnings will be issued. If broken glass results, the owner will be responsible for the entire cost of cleanup and may be fined.
 - Food and beverages in plastic or other non-breakable containers are allowed, but not while in or sitting on the edge of the pool.
12. Please clean up after yourself and your guests.
- This includes closing umbrellas before leaving;
 - Returning pool furniture to its proper location;
 - Using the proper receptacles to dispose of trash;
 - Not leaving personal items at the pool;
 - Leftover food or drink and personal items left behind will be removed and may be disposed of.

13. Use of Gas Grill and Green Egg:

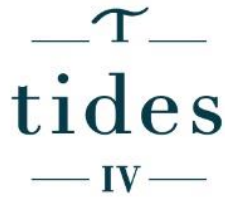
- Grills cannot be reserved. Their use is first come, first served.
- Clean grills after using. Please use the brush provided. Please remove coals from the Green Egg in the appropriate receptacle when they are cool.
- **MAKE SURE THE GAS GRILL IS TURNED OFF.** If you are not sure if the burners are off, shut off the gas line at the valve or notify the Property Manager or Maintenance Manager.
- Follow the detailed operating instructions for the gas grills, posted at the grill area.
- Do not use lighter fluid in the Green Egg.
- No one under the age of 16 may use the Grills or Green Egg without parental supervision.

14. Use of Fire Pits:

- Remove the Fire Pit Cover before operating the remote control.
- Turn the Fire Pit off after use.
- Once the Fire Pit has cooled off, please replace the cover to prevent damage to the equipment.
- Return the remote control to its proper location.
- No one under the age of 16 may use the Fire Pit without parental supervision.

NOTE: *The operation of the pool is under the jurisdiction of SC DHEC. Violations of DHEC Rules may result in SC DHEC closing the pool. SC DHEC Pool Rules and Regulations are posted at the main entrance gate to the pool, and are in addition to these Rules and Regulations. Please become familiar with the SC DHEC Rules and Regulations.*

The Board of Directors of Tides IV Condominium Owners Association reserves the right to amend these rules at any time.



IV. Rules and Regulations for Contractors, Subcontractors and Owners Performing Work

The following Rules and Regulations have been adopted by the Board of Directors of the Tides IV Condominium Association in accordance with the Master Deed and Bylaws to establish procedures by which all Contractors, Subcontractors and Owners performing work in a unit will comply.

The Owner may select any general contractor he chooses, subject to the Association's reasonable approval; or act as the general contractor and hire sub-contractors, unless such activity requires a General Contractor license.

1. Insurance and Permitting

All contractors must be licensed in the State of South Carolina and the Town of Mount Pleasant and must have Workmen's Compensation Insurance, General Liability Insurance, and Property Damage Insurance in the amounts of \$1,000,000 each respectively. Certificates of Insurance must be presented to Association Management and no work will be allowed until the certificates are submitted. Plumbers and electricians must provide a copy of licenses.

The Owner, Tides IV Condominium Association, Inc. and its Board of Directors and officers, and Association Management shall be named as additional insured for both liability and Workmen's Compensation on all Certificates of Insurance.

Owners agree to hold Tides IV Condominium Association, Inc., its Board of Directors and its officers, and the Association Management company and its agents, employees and officers, harmless against liability for; (a) injury to, death of, or damage to property of third persons to the extent caused by the Owner, General Contractor, Designer or any of their agents or employees, and (b) mechanics liens on the common area arising out of or resulting from the work. Owners will execute an Indemnity Agreement, attached hereto as Exhibit B, to be submitted prior to the commencement of work.

2. **Notice to General Contractors**

The general contractor is responsible for all those performing work within a unit unless Association Management is notified otherwise. Notification to Association Management is the responsibility of the Owner.

3. **Working Hours**

Working hours are 8:00 a.m. until 5:00 p.m., Monday through Friday. Building entry is not permitted earlier than 8:00 a.m. and no noise is permitted until 9:00 am. All work must cease at 4:30 p.m. and all workers must have exited the building by 5:00 p.m. No work is permitted on weekends or nationally observed holidays without prior approval of the Board of Directors.

4. **Contractors / Sub-Contractors - Required Paperwork**

Copies of any and all plans must be submitted to the Tides IV Condominium Owners Association, Inc. for approval prior to commencement of work. Until the below noted paperwork has been submitted and approved, work may not begin. Non-compliance will result in work stoppage and fines to the Owner. Minor repairs and maintenance, including but not limited to the replacement of air conditioning units, painting, replacing cabinetry, and the like are excluded from the requirement of providing plans. However, Owners must notify management no less than 72 hours in advance of any work requiring a crane or outside access of the building by repelling and any work that will require a permit by the Town of Mt. Pleasant.

- a. If changes will be made to interior walls or other structural elements, or major electrical or plumbing work will be done, two complete sets of plans (blue prints) and one application for architectural approval must be submitted to the Board of Directors at least 30 days in advance of the work to be done. The plans must be prepared by both a licensed architect, showing any changes to the interior of a unit, and a licensed engineer, showing any changes to the unit's structure as well as changes in plumbing, electrical or mechanical systems. All technical and engineering matters are the Owner's responsibility; the Association does not offer any technical advice. In addition, the submittal must have samples of the flooring and sound attenuation materials that will be installed in the Unit. When plans are approved, one set of plans will be returned to the Owner and the other set will be kept in the Association's files.
- b. All approvals for work must be in writing. Work that begins without written approval is subject to fine, alteration and/or removal. If the submittal has been disapproved, it can be resubmitted for review if changes are made so that it conforms to Association's guidelines. If an Owner feels the plans have been

unfairly reviewed, the Owner may appeal to the Board of Directors for a re-hearing.

- c. After approval of the plans, building permits must be obtained from the Town of Mount Pleasant per Town requirements. Copies of the permits must be submitted to the Association prior to the start of construction and posted in the unit during the construction.
- d. The Tides IV Condominium Owners Association, Inc. Board of Directors has delegated to Association Management the authority to stop work in any unit until reaching resolution for failure to comply with these guidelines. During a work stoppage, contractors will collect tools and exit the unit. Please be advised that Association Management and/or the Board of Directors may visit the unit while work is in progress.

5. Plumbing

- a. A minimum of five (5) days advance notice is required to turn off the water to any common area or Unit not owned by the Owner.
- b. When resetting toilet bowls, double wax rings shall be used.

6. Fire Alarm

Owner shall insure that components of the Association's fire protection system are not damaged or compromised during any work within the Unit. The removal and/or protection of any device or component of the system must be performed by or supervised by the fire protection system maintenance company contracted by the Association at the Owner's expense. Costs to repair any damage to the fire protection system as a result of failure to comply with this rule will be the Owner's expense. Additionally, if any alterations to electrical wiring in the Unit are part of any renovation or remodel proposal, Owner shall ensure that alterations will not impact the wiring of the fire alarm system.

7. Damage

- a. The Owner will be held liable for the actions of his/her contractors and/or workmen. Any damage to common areas or adjacent Units caused by the improvement is the Owner's responsibility. All damage must be reported immediately to the Association along with a schedule of repairs as is reasonably acceptable to the Association. If the damage is not repaired in a timely manner, the Association may make the repairs and charge the Owner.

- b. The Association will inspect the work to insure compliance with approved plans and to assess the condition of all common elements before releasing any damage/performance deposits. The Owner agrees to allow the inspection.
- c. All floor areas are to be protected from the building exterior doors (tiled airlock and lobby) to the Owner's Unit door including lobby tile, elevator carpet and the hallway carpeting to the unit. Violation will subject the Owner to a \$200 fine plus the cost of cleaning.

8. Work Areas

- a. All work must be performed inside the Unit, or on the unit's balcony. The Association also may, but will not be required to, designate a work area in the parking lot or garage. Workmen cannot set-up equipment in hallways or lobbies. Equipment cannot be stored overnight in hallways, lobbies, or other common areas. All materials must be stored inside the unit or taken off-site each evening. No cutting, sawing, or other work may be done in the drive, hallways, corridors, basement, garage, or any other common area without prior approval.
- b. The front door and stairwell door to the unit must be kept closed during construction in order to contain dust, dirt, noise, paint fumes, etc.
- c. All work areas must be tidied up at the end of each work day.

9. Elevator

The elevator must be padded at all times during construction/remodeling. Contact the Manager at least one week prior to the start of work to have required padding put up and taken down.

10. Trash & Debris

Common areas must be kept clean and clear of debris throughout the workday.

The trash bins inside the buildings are not to be used. Construction refuse is not to be deposited in the dumpsters or other receptacles which are provided for normal household use.

Dumpsters may not be placed on the property. Contractors may park a trailer for daily collection of refuse and debris in a designated area of the parking lot. All trash and debris must be carried off-site on a daily basis by Owner's contractors. If any refuse is left on the premises or in the community's dumpsters, the unit owner may be fined. Contact Association Management for further details and

instructions.

10. Parking & Deliveries

Contractors must park vehicles facing Wingo Way. Under no circumstances are contractor vehicles to be parked in the front row closest to building. Contractors and vendors are not allowed to park in the garages. Do not obstruct walkways or entrances. When unloading, unload and move vehicle ASAP. No materials whatsoever may be left in front of the building or in any of the common area of the building. Any oil stains from vehicles on the driveway or garage or entrance area shall be cleaned up by the general contractor or Owner.

11. Security

Be advised the Owner may be charged for security response from tripping of interior alarms (emergency, fire and intrusion).

12. Additional Notes

- a. Owner acknowledges Association Assessments appurtenant to this Unit may be adjusted based on an increased share of common expenses, if any, and agrees to pay assessments as may be approved by Board of Directors, as specified in Master Deed.
- b. The Association has the right to stop any work that is in violation of these regulations, creating a fire or safety hazard or interfering with activities in common areas.
- c. Contractors must use their own equipment. No equipment or tools, which are the property of the Association, are to be used at any time.
- d. If the Association is forced to employ an attorney to ensure compliance, collect fines, etc., the Owner shall be liable for those reasonable attorneys' fees and any related expenses in addition to all fines and/or any cost to the Association.
- e. Please also refer to Master Deed, Rules and Regulations, and the Owner's Manual of Tides IV Condominium Owners Association, Inc. which limit changes to any areas seen from outside the unit, e.g.: unit door decorations, balcony lights, etc.

ACKNOWLEDGEMENT:

Owner's Signature _____ Date _____

Contractor's Signature _____ Date _____

EXHIBIT B
INDEMNITY AGREEMENT

This Agreement, dated _____, 2017 is executed by _____ ("Owner"), whose Mt. Pleasant, SC address is _____, for the benefit of Tides IV Condominium Owners Association, Inc., a South Carolina nonprofit corporation (the "Association"), and East West Management South Carolina, L.L.C., a Delaware limited liability company ("East West").

A. Owner holds title to the residence at the address above in Mt. Pleasant, Charleston County, South Carolina (the "Residence"), which is located in a condominium project administered by the Association (the "Project").

B. Owner intends to remodel the Residence in compliance with the rules and regulations of the Association (the "Association Rules").

C. East West is the manager of the Association, and in that role, East West has implemented the Association Rules regarding remodeling of the Residence and reviewed the plans and specifications for that remodeling.

D. To complete all requirements and conditions for final approval of the Owner's remodeling plans under the Association Rules and other documents governing the Association, Owner makes the following agreements for the benefit of the Association and East West.

Agreement

1. Indemnity. By executing this Agreement, Owner releases and waives and further agrees to defend, indemnify and hold harmless the Association, East West, and their respective officers, directors, employees and agents against all claims, causes of action, liabilities, suits, losses, damages, fines and penalties, costs and expenses (including without limitation reasonable attorneys' fees) and judgments (together, "Claims") that may arise as a result of the remodeling work undertaken by Owner in the Residence.

Without limiting the generality of the preceding sentence, neither the Association nor East West will be liable for, and the indemnity by Owner will extend to, the following:

- (a) Claims arising as a result of theft or other loss of Owner's

personal property from the Residence in the course of the remodeling work.

(b) Claims relating to damage to the common elements of the Project arising because of Owner's remodeling work.

(c) Claims imposed by owners of other residences in the Project arising because of Owner's remodeling work.

(d) Claims relating to the design, engineering or execution of the remodeling, work, Owner acknowledging that the procedures for approval of such work by the Association or by East West on behalf of the Association do not operate to render the Association or East West responsible for the integrity or feasibility of the design, engineering or workmanship of the remodeling.

2. If any Claim arises in connection with Owner's remodeling work, the Owner will defend or otherwise protect the interests of the Association or East West or both with counsel reasonable acceptable to the Association or East West, as applicable.

Insurance.

(a) Worker's Compensation. Owner will cause all of the contractors and their respective subcontractors engaged by Owner to perform the remodeling work to carry worker's compensation insurance as required by law.

(b) Liability Insurance. Owner represents and warrants that Owner carries general liability coverage with single limit coverage in an amount of at least \$1,000,000, and with appropriate contractual liability endorsements to support the indemnity provided by Owner above, sufficient to insure against liability for bodily injury and property damage suffered by any person in connection with the remodeling work.

(c) Evidence of Insurance. Owner has delivered with this Agreement copies of the insurance policies or certificates of insurance evidencing the coverage required by this section.

3. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of South Carolina.

OWNER:

ACCEPTED:

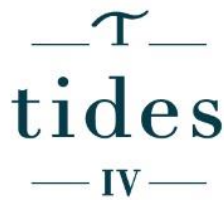
TIDES IV CONDOMINIUM OWNERS ASSOCIATION, INC.

A South Carolina nonprofit corporation

By: _____
Title: _____

EAST WEST MANAGEMENT SOUTH CAROLINA, L.L.C.,
a Delaware limited liability company

By: _____
Title: _____



Open House Policy for Owners and Realtors

Open Houses can take place at the Tides under the following conditions:

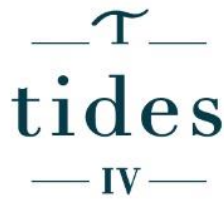
1. Prior approval from the Association must be granted prior to hosting the Open House. A minimum of three days' prior notification to Association Management is required.
2. No more than one Open House will be permitted on any given day; and they will be scheduled on a first come first served basis.
3. Open Houses are to take place between the hours of 10:00 a.m. and 4:00 p.m.
4. Open Houses must be open to residents of Tides IV.
5. Open House signs and directional signs are allowed; however, no more than 2 signs per Open House. Use of balloons is prohibited.
6. A Sales Associate must meet the prospect or agent at the entrance to the building and accompany them into the elevator & units.
7. A Sales Associate must accompany prospects when viewing units available for purchase.
8. If a resident of Tides wishes to use an elevator, agents must allow the resident first access.
9. A temporary access code can be provided to the agent representing the owner. This code is not to be given out to prospects or agents that are not directly

affiliated with the listing. Please contact Association Management for more information.

10. Declarant is exempt from Open House restrictions during the initial sale of the units.

If you need further clarification, please contact the Property Manager.

Thank you for your cooperation.



Tides IV Guest Policy

The following Guest Policy has been adopted by the Board of Directors of the Tides IV Condominium Association in accordance with the Master Deed and Bylaws to establish procedures by which all Guests of Owners and Residents will comply. This policy is in addition to any policies outlined above with regard to Guests.

1. Overnight guests staying at Tides IV when the Resident will not be present must be registered with the Property Manager. Unattended guests should be registered by the Owner or Tenant at least 7 days in advance, and include the names of all guests who will be present, the date of their arrival, and the date of their departure. Property Management will provide a temporary code for unaccompanied guests to access the unit and amenities.
2. The Manager will maintain a list of such guests at the concierge desk, and may list such occupancy by unit number and date(s) on the Association website and/or the weekly newsletter.
3. All overnight guests with a vehicle must secure a parking tag to identify their vehicle. Any vehicle in the parking lot for more than 24 hours without a hang tag will be subject to being towed at the owner's expense. Any vehicle parked in the adjacent Tides lot without a hang tag is subject to being towed at any time with no notice.
4. Overnight guests of Residents are permitted to use the amenities, including the Fitness Center, Owners' Retreat and Pool without the presence of the Resident. However, day visitors, as well as friends and family members residing within a 50 mile radius of Mt. Pleasant are not permitted to use the amenities without the presence of the Resident.
5. Overnight guests should be assigned a temporary code for security access. Guests, including family not residing at Tides IV, should not be provided a Fob for access. Please notify management when you need a code and the duration of time the code should be active.
6. Residents' and Owners' employees or service personnel such as housekeepers, pet-sitters, assistants, etc. are not permitted to use Tides IV amenities.

7. Homeowners who choose to rent their condo in compliance with the Association's rules for Leasing their unit forfeit their entitlement to use the amenities, including reserving the Owners' Retreat for private use during the duration of the lease.

Residents are responsible for their guests and their guests' conduct at all times. It is expected that Residents share the rules and regulations with their guests and visitors.