

**THE SUMMERTREE VILLAGE
HOMEOWNERS ASSOCIATION, INC.**

**RULES
AND
REGULATIONS**

As Revised on March 25, 2024



Official Rules & Regulations

Table of Contents

GENERAL	3
1. RULES - DEFINITION	3
2. USE	4
3. OCCUPANCY	4
4. PEST CONTROL/ BUG SPRAYING	4
5. PETS	5
6. SERVICE ANIMALS	6
7. PROHIBITED RECREATIONAL USE ITEMS ON PROPERTY	7
8. SMOKING/ VAPING	7
9. GRILLING/ OUTDOOR COOKING	7
10. FIREWORKS	8
11. BICYCLES	8
12. TRASH DISPOSAL	9
13. CHIMNEYS/ CHIMNEY FLUES	9
14. BALCONIES, PORCHES & HALLWAYS	10
15. SWIMMING POOL AREA	10
16. ANNOYANCES	12
17. PARKING	13
18. LONG TERM PARKING	14
19. LOW SPEED VEHICLES (LSVs)	14
20. COMMON ELEMENTS/ ARCHITECTURAL CONTROL	16
21. ASSOCIATION'S RIGHT OF ACCESS/KEYS	17
22. SOLICITATION	18
23. FINE POLICY	18
24. APPEAL PROCESS	18
25. FALSE REPORTING AND MISREPRESENTATION	19
26. REPORTING A VIOLATION	19
27. QUESTIONS & COMMENTS	19



Official Rules & Regulations

GENERAL

Pursuant to the Master Deed, the following rules and regulations, hereinafter collectively referred to as the "Rules", are promulgated for the owners of The Summertree Village Homeowners Association, Inc., their tenants and their guests regarding the use and enjoyment of units and common elements.

"Owner" shall refer to an individual or entity that holds legal title to a condo unit within the jurisdiction of the HOA.

"Guest" or "Invitee" refers to an individual who has been invited onto the property by a person who owns, occupies, or controls a unit.

"Tenant" or "Renter" refers to an individual or entity that is renting or leasing a property within the community but does not hold the legal title to that property.

"Family" or "Family Member" shall refer to an owner's spouse or domestic partner; and their children, including adopted and stepchildren.

"Agent" refers to an individual or entity authorized to act on behalf of an owner in various capacities.

"Association" shall refer to the organization of homeowners of The Summertree Village Homeowners Association, Inc.

"Management" will refer to the officers of the Association, employees and any management companies hired to manage the affairs of the Association.

"Board" will refer to the Summertree Village Board of Directors as elected by its members as well as directors appointed by the Board of Directors.

1. RULES - DEFINITION

- a) The following Rules were adopted by the Board of Directors. They may from time to time require updating. The Board therefore reserves the right to amend, revoke, or make such additional Rules as are deemed necessary.
- b) All Rules apply to and are binding on owners, their successors in interest, their families, guests, invitees and business agents. Owners are responsible for any violation(s) of these Rules and/or fines imposed. It is the owner's sole responsibility to furnish a copy of these Rules to anyone using his/her unit or to the agent responsible for renting the same. Accordingly, lack of knowledge of these Rules shall not constitute a valid defense against violation and/or fine.



Official Rules & Regulations

- c) Management, HOA employees and contracted security personnel are all authorized by the Board to enforce these Rules.

2. USE

- a) Each owner shall maintain and use his dwelling in such a manner as to not create a safety hazard or to intentionally damage other units or the Common Elements. **Fine: \$100 per day.**
- b) As per the Master Deed, "no immoral, improper, offensive or unlawful use shall be made of any DWELLING or of the COMMON ELEMENTS, nor any part thereof, and all laws, zoning ordinances and regulations of all governmental authorities having jurisdiction of the CONDOMINIUM shall be observed." **Fine: \$100 per day.**
- c) Limited Common Areas, such as corridors, stairs and stairwells, landscaped and grassed areas shall be used only for the purpose intended and NEVER for storage!
- d) All persons on STV property are to obey the rules and restrictions as provided on any signs posted on property.

3. OCCUPANCY

- a) Units are not to exceed six (6) persons for two (2) bedroom units and eight (8) persons for three (3) bedroom units. **Fine: \$50 per person per day.**

NOTE: This rule does not restrict the number of occupants in a unit if the owner is present and occupying the unit with the guests during occupancy (living/sleeping). All rules related to annoyances still apply.

- b) Units may not be rented to any person under the age of 25. **Fine: \$100 per person per day.**
- c) No persons under the age of 25 are permitted to occupy any unit unless supervised by a parent, guardian or adult 25 years of age or older, or is a child of the owner. **Fine: \$100 per day.**

4. PEST CONTROL/ BUG SPRAYING

- a) Individual units are sprayed between the hours of 9:00 am and 6:00 pm on designated days.



summerTree
village
Homeowner's Association, Inc.

Official Rules & Regulations

- b) The technician must be allowed entry to service each unit.
- c) Baseboards must be reasonably accessible for the technician to be able to perform their duties and properly spray the unit.
- d) All pets must be removed from the unit or accompanied by an adult during the scheduled visit. Failure to remove or accompany a pet will be considered the same as the tech not having been allowed entry to the unit.
- e) Accompanied pets must be appropriately restrained while the technician is performing his/her duties.

5. PETS

- a) Only owners and their children are permitted to have pets on STV property.
- b) Maximum number of pets allowed is five (5). Exceptions to this rule may only be made with written approval from the Board.
- c) Guests and Renters are NOT permitted to have pets in the unit or on Association property without the owner present. **Fine: \$100 per pet, per day.**
- d) All dogs and cats staying on property must be registered with the Association.
- e) Pets that are allowed on Association property include dogs, cats, birds and fish. Other pets must be approved by the Board before being brought on property.
- f) All pets, when applicable, must maintain a current rabies vaccination.
- g) When outside of a unit, pets must be under personal supervision, under control and leashed.
- h) Clean up after your pets. Failure to do so will result in a fine.
- i) If any pet exhibits aggressive or vicious behavior, the Rules and Regulation Committee will send a violation letter to the unit owner. Depending on severity or repeat offenses, the Board reserves the right to permanently ban and remove the animal from property.



summerTree
village
Homeowner's Association, Inc.

Official Rules & Regulations

- j) No pet shall be allowed inside of any fenced-in, outdoor pool area, nor are pets allowed inside the indoor pool building or on the adjacent sun deck.
- k) Pets shall not be left outside on unit balconies without the owner present.
- l) Excessive barking and constant noise that becomes a nuisance to others is not allowed.

6. SERVICE ANIMALS

- a) According to the ADA's guidance on Service Animals: Service animals are defined as dogs that are individually trained to do work or perform tasks for people with disabilities. *(Examples of such work or tasks include guiding people who are blind, alerting people who are deaf, pulling a wheelchair, alerting and protecting a person who is having a seizure, reminding a person with mental illness to take prescribed medications, calming a person with Post Traumatic Stress Disorder (PTSD) during an anxiety attack, or performing other duties.)*
- b) Service animals are working animals and are not considered pets.
- c) No animal, whether pet or service animal, is permitted to be on STV property without prior approval from the Board of Directors.
- d) The work or task a dog has been trained to provide must be directly related to the person's disability.
- e) Dogs whose sole function is to provide comfort or emotional support do not qualify as service animals under the ADA.
- f) The following information as permitted under the ADA is required to be provided to the Board of Directors:
 - 1. Confirmation that the service animal is required because of a disability for the person staying in the unit.
 - 2. The work or task that the animal is trained to perform.
- g) The animal must be registered as a service animal with the Association.
- h) Service animals are to be with the owner and under control at all times. If your tenant is leaving the animal alone in your unit, then the Association may conclude that the animal is not providing a service, and therefore must be removed.



Official Rules & Regulations

- i) A service animal may be denied or removed if the animal becomes out of control, hostile or aggressive toward other occupants or their animals, or is not housebroken.
- j) If it is determined by the Board of Directors that the animal is not a service animal, then the owner will be asked to remove the animal from the property and a \$100 per day fine will be assessed.

7. PROHIBITED RECREATIONAL USE ITEMS ON PROPERTY

The following recreational items are not permitted anywhere on the property.

- a) Motorcycles are NOT permitted on the premises at any time.
- b) Golf Carts are NOT permitted on the premises at any time.
- c) Electric bicycles are NOT permitted on the premises at any time.
- d) Mopeds are NOT permitted on the premises at any time.
- e) Campers/ RVs are NOT permitted on the premises at any time.
- f) Trailers are NOT permitted on the premises at any time.
- g) Roller skates, inline skates, skate boards, Segways and other similar items are NOT permitted on the premises at any time.

8. SMOKING/ VAPING

- a) Smoking and vaping is prohibited in the building's hallways, stairwells, inside the gated outdoor pool area/courtyard, inside the indoor pool building and in any other area posted as "No Smoking" on Association property. Fine: \$100 per occurrence.
- b) No cigars, cigarettes, or any other objects, big or small, may ever be thrown or otherwise allowed to fall from the balcony.

9. GRILLING/ OUTDOOR COOKING

Charcoal grills are provided by the Association and are located in safe locations throughout the property. The use of these amenities are for the enjoyment of our owners and their guests. The following restrictions are in place for the safety of everyone and our community:



Official Rules & Regulations

- a) The use of personnel grills, other than those provided by the Association on property, is PROHIBITED. Fine: \$1,000 per occurrence.
- b) Cooking on balconies, in hallways or near buildings, is PROHIBITED. Fine: \$1,000 per occurrence.
- c) The use of liquid accelerators (lighter fluid, gasoline, etc) is PROHIBITED. Please use a charcoal chimney starter or a type of charcoal that requires no liquid accelerator and can be ignited with a match . Fine: \$250 per occurrence.

10. FIREWORKS

The use, storage or discharging of fireworks on Association property is prohibited. Fine: \$100 per occurrence.

As well, discharging fireworks violates local ordinances and may result in both additional fines and imprisonment!

11. BICYCLES

While conventional bicycles ARE permitted on the premises, the following rules and regulations do apply:

- a) Bicycle owners will be solely liable for their conduct, and for any personal injuries or property damage sustained as a result of their operation.
- b) Bicycles cannot be left unattended in the corridors and walkways, or chained to outdoor railings.
- c) Bicycles MAY be temporarily parked and chained to the designated bike racks on property ONLY when owners or guests are staying at STV. Once the owner or guest ends their visit, the bike must be removed from the bike racks. Bikes remaining at the bike rack after a visit will be considered abandoned.
- d) Abandoned bicycles will be removed and discarded at the owner's expense.
- e) The Association assumes no liability for theft or damage to any bicycle parked on property.



Official Rules & Regulations

- f) This section applies to conventional bicycles only. Electric or other powered bicycles are NOT permitted on the premises at any time.

12. TRASH DISPOSAL

- a) Dumpsters are reserved for the use of our owners and their guests and renters and are intended for the disposal of everyday use/household trash.
- b) It is the responsibility of all owners, guests, and rental agents to properly dispose of trash generated in their units.
- c) All refuse must be put into secured garbage bags and placed into one of the four trash dumpsters located in the parking lot.
- d) Our waste management company does not require the separation of various types of refuse.
- e) Trash may NOT be placed outside the unit door to be disposed of at a later time.
- f) Contractors are PROHIBITED from using our dumpsters for construction debris from work performed on site or in units.
- g) Construction debris and/or bulk items shall NOT be disposed of in the dumpsters nor left beside the dumpster. These items must be hauled off premises by the responsible party (contractor, owner, or guest).

13. CHIMNEYS/ CHIMNEY FLUES

- a) If in use, owners who have a wood burning fireplace MUST have a level 1 chimney inspection performed annually by a professional chimney sweep. Fine: \$1,000 per occurrence.
- b) Proof of inspection shall be provided to the Association on an annual basis if the wood burning fireplace is in use. Fine: \$1,000 per occurrence.
- c) A fireplace shall NOT be used unless a satisfactory report has been received and is on file with the Association. Fine: \$1,000 per occurrence.



Official Rules & Regulations

14. BALCONIES, PORCHES & HALLWAYS

Balconies may be used only in the usual manner, except as hereinafter restricted:

- a) Articles of clothing, linens, towels, etc., may not be hung or draped from balconies, porches, hallways or window sills. These items also may NOT be situated in a way that renders them visible from street-level.
- b) Beach chairs, clothing and other items shall NOT be stored or left in hallways, stairwells or outside condo entrance screen doors.
- c) Grilling (or other forms of cooking) is prohibited on balconies, porches or in hallways. **Fine: \$1,000 per occurrence.**
- d) Cigars, cigarettes, or any other objects, big or small, may ever be thrown or otherwise allowed to fall from the balcony.

NOTE: Precautionary measures play an important role in securing the property against undue losses in the event of storms. Owners, their agents, and guests should be prepared at all times to secure their unit by removing all items from the balcony and closing and locking all doors and windows.

15. SWIMMING POOL AREA

ALL OWNERS AND THEIR GUESTS ARE CAUTIONED THAT THEY USE THESE FACILITIES, INCLUDING THE EQUIPMENT THEREIN, **AT THEIR OWN RISK.** THERE WILL NOT BE A LIFEGUARD ON DUTY! THE ASSOCIATION, ITS OFFICERS AND ITS MANAGEMENT COMPANY ASSUME NO LIABILITY FOR PERSONAL INJURY NOR RESPONSIBILITY FOR LOSS OF PERSONAL PROPERTY.

When applicable, each person MUST use an ENTRY CODE/ KEY CARD for gate/door access in order to enter the pool area. Violators will be required to leave. Homeowners will be issued a KEY CODE/ KEY CARD by the Association. Renters must obtain the KEY CODE/ KEY CARD from the owner or owner's agent.

- a) Pool hours: 9:00am - 10:00 pm.
- b) Amenities are for the use of owners, their guests, and renters only.



summerTree
village
Homeowner's Association, Inc.

Official Rules & Regulations

- c) Owners are allowed to invite guests to use the amenities as long as the owner is accompanying the invited guest(s).
- d) Guests of guests are NOT allowed to use the amenities.
- e) Glass, glass bottles, glass drink-ware and glass objects of any type are NOT permitted in the pool area at any time. Fine: \$100 per occurrence.
- f) No diving.
- g) No running.
- h) No boisterous or rough play.
- i) No pets are allowed inside the gated area of the outdoor pool and never inside the indoor pool area.
- j) No person with a communicable disease, or skin, eye, ear or nasal infection is allowed in the pool.
- k) Children under the age of sixteen (16) are NOT allowed in the pool without the immediate presence of at least one parent, competent adult or legal guardian.
- l) Children under the age of twelve (12) are NOT allowed in the hot tub or sauna under any circumstances.
- m) Infants and babies MUST be in waterproof diapers if they are to use water facilities.
- n) Use of toys, balls, etc., must be used in a manner which will not disturb other people in the area.
- o) Pool furniture is provided on a first come first serve basis and may not be "reserved" for an extended length of time by placement of towels and/or other objects, nor are they to be taken out of the fenced pool area.
- p) Cellular phones, speakers, or other such audio devices may be used, provided they are played at a low volume so as not to disturb others. Use of headphones or earphones is preferred.
- q) Personal flotation devices and swimming aids may be used, provided they do not interfere with other swimmers and their enjoyment of the



Official Rules & Regulations

pool. Large and multi-person flotation devices are not permitted in pools.

- r) Smoking of any kind is PROHIBITED within the fenced in pool areas, inside the indoor pool area or on the indoor pool's sun deck.

16. ANNOYANCES

Being thoughtful of one's neighbor is essential in multi-family living. In the case of an emergency, always dial 911. Other "annoyances" may be brought to the attention of the Board of Directors who may at their discretion contact our security provider or the Horry County Police. Owners violating this policy may be billed \$25 or actual costs, whichever is greater, for any expenses incurred by the Association in addressing a perceived annoyance.

Given that "annoyance" may be defined differently by different people, the following are determined to be "annoyances":

a) LOUD NOISE:

- i. Excessive noise in dwellings or common areas which unreasonably interferes with the rights and comforts of others will not be tolerated at any hour!
- ii. Sounds from televisions, stereo equipment, musical instruments, people and pets should be maintained at reasonable levels at all times, but especially during the "quiet hours" (11:00 P.M. through 8:00 A.M.).

b) CONDUCT OF GUESTS:

- i. Owners are at all times responsible for the general conduct of their guests and tenants.
- ii. The cost of repair and/or replacement for damage to Common Elements, Limited Common Elements or personal property will be strictly enforced against the owners for the conduct of their guests and tenants.

c) PARTIES:

Loud disruptive parties in the units or at the pool are PROHIBITED! Friendly gatherings of friends and family are allowed within the units and at the pool. Fine: \$100



Official Rules & Regulations

d) DRUNK AND DISORDERLY CONDUCT:

Drunk and disorderly conduct will not be tolerated on Common Areas at any hour and may be punishable by Horry County Ordinance.

Fine: \$100

17. PARKING

Parking spaces may become premium during peak vacation periods. Specific parking spaces are not reserved for owners, but are available to all persons legally entitled (authorized) to bring their vehicles on the premises.

Motorists shall at all times drive carefully and in conformity with conditions and circumstances in the parking areas, and shall in no event exceed the ten (10) miles per hour speed limit.

- a) Parking passes are not required although parking is restricted for the use of owners and their Guests.
- b) The use of parking spaces are available on a first come, first serve basis. Handicap spaces are specifically marked and are of course reserved for vehicles identified as transporting handicapped individuals.
- c) All parking is restricted to paved parking areas. All vehicles MUST be parked between the painted lines.
- d) Parking in the lot behind the F & H building is restricted to smaller vehicles only due to the limited paved area available to back up and turn around. Pick-up trucks, large SUVs and other oversized vehicles are prohibited from parking in this lot.
- e) Vehicles which by virtue of their size cannot be accommodated entirely within the painted parking lines for a single spot are prohibited.
- f) Motorcycles are prohibited from entering the premises and of course parking therein.
- g) Trailers, mobile homes, towed campers, and other types of habitable motor vehicles (whether self-propelled or towed), boats and boat trailers are NOT permitted in the parking areas or on the lawn or grounds of the property.
- h) Washing/waxing vehicles anywhere on the property is prohibited.



summerTree
village
Homeowner's Association, Inc.

Official Rules & Regulations

- i) Vehicle storage is always prohibited.
- j) Vehicle repair or maintenance anywhere on the property is prohibited.
- k) Junk vehicles, inoperable vehicles, vehicles with flat tires or vehicles with expired license plates may not be driven, parked or stored anywhere on the property.

NOTE: Any violation of parking rules will subject the violator to possible fines and/or towing and removal of the vehicle from the property at the owner's expense. The Association assumes no responsibility for any damages to the vehicle generated by its removal.

18. LONG TERM PARKING

- a) "Long term" parking is defined as leaving your vehicle on property when you plan to be out of town for sixty (60) consecutive days or more.
- b) The Board reserves the right to limit the number of long term parking spaces allowed at any given time.
- c) Long term parking is prohibited May 15th through August 15th.
- d) Vehicles parked long term must comply with the following guidelines:
 - i. The Board must be notified in writing of any vehicles being parked on property for more than consecutive 60 days without being used.
 - ii. Keys to the vehicle must be left on property so the car may be moved promptly if required or requested by the Association.
 - iii. Vehicles parked long term must be legally parked in a parking space designated for long term parking by the Board.

19. LOW SPEED VEHICLES (LSVs)

SummerTree Village HOA does not allow or permit golf carts on property and this policy will remain in effect. However, the Fair Housing Act provides for "reasonable accommodation" under certain circumstances. As a reasonable accommodation and within the spirit of the law, the SummerTree Village HOA will consider, on a case by case basis, the use of a Low Speed Vehicles (LSV), as defined in South Carolina Code of Laws, Title 56-Motor Vehicles, Chapter 2, Specialized Vehicles, Article 1, Low Speed Vehicles. (See



summerTree
village
Homeowner's Association, Inc.

Official Rules & Regulations

<https://www.scstatehouse.gov/code/t56c002.php>) *Requests may be limited based on parking availability.*

- a) LSVs must meet South Carolina's requirements for registration, licensing, and annual inspection and must display a community-specific decal or identification provided by the SummerTree HOA. **LSVs that have expired registration, licensing, annual inspection and/or do not display an STV community-specific decal will be towed at the owner's expense.**
- b) Proof of Personal Injury Protection and Property Damage Liability insurance and must be provided to the SummerTree Village HOA.
- c) LSVs meeting the accommodation requirements set forth in this policy are permitted for deeded owners only and may not be used by renters.
- d) The HOA will provide a designated charging place for electric LSVs. However, owners will be responsible for covering any associated costs. (Charging location to be determined.)
- e) Gas containers are never allowed to be stored on property or in units.
- f) Confirmation of medical eligibility must be provided by a medical professional that states:
 - i. A person with a disability as defined within the Fair Housing Act, and,
 - ii. The requested accommodation is necessary because of their disability to fully use the facilities located at SummerTree Village.
- g) Individuals seeking accommodation must apply to the South Carolina Department of Motor Vehicles, an Application for Placard and/or license plate for People Who Have Disability, Form RG-007A, and a copy must be provided to the SummerTree Village Board of Directors when seeking LSV approval.
- h) If approved by the Board of Directors, the Low Speed Vehicle information required by the State of South Carolina must be submitted to the Board to be retained in the HOA records. (This includes proof of registration, proof of insurance, registration information and must include a photograph of the LSV).
- i) The LSV **shall only be operated when being driven or occupied by the person being granted the reasonable accommodation** and must meet the requirements established by the South Carolina law (i.e. Driver's license, must be at least 16 years of age and possess a valid



Official Rules & Regulations

driver's license, etc.) Fine: \$25 per occurrence, doubling on each subsequent occurrence.

- j) Approved LSVs shall not be stored long term at SummerTree Village. LSVs must be removed from the property in any absences that exceed 45 days. LSVs stored at SummerTree for more than 45 days in the owner's absence will be towed at the owner's expense. (Note: There are several businesses in the Myrtle Beach area that pick up, deliver, and store LSVs.)
- k) Covers for LSVs must be in good condition with no tears or unsightly stains or damage. Fine: \$25 per day.
- l) Approved LSVs shall be parked in designated areas only (to be identified by the Board). LSVs parked in unapproved locations are subject to fines and may be towed at the owner's expense. Fine: \$25 per occurrence, doubling on each subsequent occurrence.
- m) Noise Restriction: Excessive noise caused by LSVs such as loud music or engine modification is prohibited.
- n) LSV owners will be responsible for any damage caused by their vehicles to SummerTree property. SummerTree Village will not be responsible for any damage that may occur to the LSV while parked on SummerTree Village property.

20. COMMON ELEMENTS/ ARCHITECTURAL CONTROL

It is extremely important to maintain a uniform and pleasing appearance to the exterior of the building, the grounds, and all the Common Elements of the Property. Common elements are generally considered all portions of the property except the units; such as sidewalks, hallways, swimming pools, landscaping, building exterior roofs, siding, windows, doors, and more.

Common elements substantially for the benefit and enjoyment of all owners are the financial responsibility of the Association. Common elements substantially for the benefit of a particular unit is the financial responsibility of the owner of that unit. In either situation, the Association reserves the right to maintain complete architectural control over all the Common Elements on property, regardless of financial responsibility.

Accordingly, the following Rules will be enforced:



summerTree
village
Homeowner's Association, Inc.

Official Rules & Regulations

a) ALTERATIONS/ADDITIONS

- i. No alteration, addition or modification may be made to any area of, in, or to the Common Elements or Limited Common Elements without PRIOR written consent of the Board, which may refuse such consent on any basis it deems reasonable. The Board shall be the sole determiner of what is or is not reasonable.
- ii. Owners shall not undertake to do any items of painting, repair, landscaping, or maintenance that are or will be provided by the Association under the By-Laws or Master Deed unless in an emergency or pursuant to approval of the Board or an Officer of the HOA.

b) SIGNS

No sign, advertising material, or notice of any kind, including but not limited to "For Sale" and "For Rent" signs, shall be displayed on the exterior of any unit, on common elements of the building, on Association property or along the easement on Maison Drive, nor shall same be posted or displayed in a unit so as to be visible to those outside the unit.

c) ANTENNAS/ SATELLITE DISHES/ CAMERAS

No radio or television antenna, satellite dish or camera monitoring system, nor wiring for any other purpose, may be installed on the exterior of the building nor upon any portion of the common elements which alters the appearance of common element(s) without prior consent of the Board.

d) WINDOW AND SLIDING DOOR GLASS

The replacement of the window glass, including sliding glass doors, is the responsibility of the owner.

21. ASSOCIATION'S RIGHT OF ACCESS/KEYS

Entry into units will be restricted to routine service, maintenance issues and to addressing emergency situations or conditions within the unit, which appear to, or actually does, threaten or damage other units or the building itself. At such times, only approved personnel by the Board will be authorized entry.

- a) Homeowners contracting with local vendors for unit alterations and/or maintenance other than that provided by the Association are solely responsible for providing the vendor with keys or a code for access.



Official Rules & Regulations

- b) Guest/tenants locked out of a unit should be instructed to return to the rental agent or owner for access or a new key.

22. SOLICITATION

Solicitation, whether verbal or by distribution of forms or other papers and documents, is not permitted on the property.

23. FINE POLICY

UNIT OWNERS ARE RESPONSIBLE FOR THE ACTIONS OF THEIR GUESTS, TENANTS AND FAMILY MEMBERS AND ALL FINES WILL BE ASSESSED TO AND WILL BE THE RESPONSIBILITY OF THE UNIT OWNER.

- a) For any Rule that has a specific fine amount listed within the rule itself, said fine may be assessed repeatedly upon failure to correct the infraction in a reasonable time frame after notice by the Association.
- b) For any violation of the aforesaid Rules that does NOT have a specific fine mentioned within the rule itself, then the established fine policy listed below will be applied to the violation:
 - i. Except where noted differently in the Rules, any violation of the Rules, not immediately corrected, will result in a \$25 fine to the owner of the unit.
 - ii. Any subsequent violation of the same rule within a calendar year will escalate to a fine of \$25 greater than the previous fine issued for that violation.
 - iii. All escalated fines will reset on January 1st of the following calendar year.
- c) Any fine levied shall be collected in the same manner as a common assessment or the monthly "HOA" fee.

24. APPEAL PROCESS

- a) Any owner assessed a fine may appeal the fine.
- b) Fines must be appealed in writing within 10 days of receiving notice of the violation.



Official Rules & Regulations

- c) All appeals will be heard by the Board of Directors or an Appeals Committee appointed by the President.
- d) Members of the Appeals Committee may NOT also serve on the Rules and Regulations Committee.
- e) Owners may request in writing to be present at their appeal hearing and must be given an opportunity to present their case for a dismissal or reduced fine.
- f) The ruling body, in accordance with its findings, will have the authority to take one of the three following actions:
 - i. Confirm the said fine.
 - ii. Uphold the violation but reduce the amount of the said fine.
 - iii. Cancel the said fine.

25. FALSE REPORTING AND MISREPRESENTATION

- a) Any owner or member of the association found to have provided false information, made a misrepresentation, or deliberately lied to the Rules Committee, Appeals Committee, or the Board of Directors in an attempt to dissuade or obstruct the Association from upholding a fine will be subject to a monetary penalty. **Fine: \$100 per occurrence.**
- b) Complaints regarding such actions must be submitted in writing to the Board of Directors, triggering a thorough investigation.
- c) The accused party is entitled to due process and may appeal the Board's decision within ten days.
- d) Repeat offenses may result in stricter penalties, such as additional fines per occurrence, privilege suspension, and/or legal action.

26. REPORTING A VIOLATION

To report violations of the Summertree Village Rules and Regulations, its By-laws or its Master Deed, please fill out the Rules Violation Form and email it to rules@stvhoa.com. A copy of the form may be found on the Owner's Portal or the STV website.

27. QUESTIONS & COMMENTS

For questions or comments concerning the Rules and Regulations, please email rules@stvhoa.com.



summerTree
village
Homeowner's Association, Inc.

Official Rules & Regulations