

**RULES & REGULATIONS and POLICIES**  
**OF**  
**LANDS END OWNERS ASSOCIATION, INC.**  
Revised 2021

THE BY-LAWS OF LANDS END OWNERS ASSOCIATION, INC. provide that the seven members of the Board of Directors shall have power to, among other things, “adopt and publish rules and regulations to supplement those Restrictions, Covenants and Conditions set forth in Article VI of the Declaration governing the use of the properties and facilities and personal conduct of the members and their guests thereon”. (Art. IX Sec. 1).

**ARCHITECTURAL CONTROL / MODIFICATIONS (Forms Obtained From the Resident Liaison.) - 03/12)**

**COVENANTS ARTICLE VII (Section 1)**

No exterior modification to an existing structure shall be made without prior approval by the Board of Directors of the Association. The plans and **specifications showing the nature, kind, shape, height, materials and location of the proposed change to the structure must be submitted to the Board in writing.** The Board of Directors shall refer the application to an Architectural Committee; the Committee shall be appointed **annually** by the Board.

The Committee shall review and recommend to the Board the approval or disapproval of the proposed modification. The Board and Committee shall take into consideration the harmony and compatibility of its external design and location with the surrounding structures and topography. In the event the Board fails to approve or disapprove the request within forty-five (45) days after said plans and specifications have been submitted and recorded, approval will not be required and this Article will be deemed to have been fully complied with.

The maintenance of the modifications made in accordance with this section shall be the responsibility of the homeowner. (Complete information found in the Covenants.)

**APPROVAL FOR ADDITIONS, ALTERATIONS, OR CHANGES TO LANDSCAPING. Article VII Section 2 LANDSCAPING.** No landscaping modification shall be made on Common Property without prior approval from the Board of Directors of the Association. The plans and specifications showing the nature, kind, shape, height, materials, and location of the proposed change must be submitted to the Board in writing. The Board shall issue a receipt of the application showing the name of the applicant, date and time application was received. The Board of directors shall refer the application to the Grounds Committee, which shall be appointed annually by the Board.

The Committee will review and recommend to the Board approval or disapproval of the proposed modification. The Board and Committee will take into consideration the harmony and compatibility of its external design and location with the surrounding structures and topography. The Board has forty-five (45) days to approve or disapprove the request. In the event the Board fails to approve or disapprove the request the modification is deemed to have been fully complied with. (Complete information in Covenants)

Common property is all areas other than the cement slabs at the front of your unit. If an owner wishes to develop an area on common property adjacent to the homeowner's unit lakeside, for planting flowers/shrubbery/trees etc., a request must be submitted to the Board for approval.

You can only extend 4 feet from the edge of your cement patio lakeside or brick wall to brick wall whichever is greater. Be sure not to cover the area where a sewer clean out or water meter is located. When planting on Common Ground the edging around the area must be of brick or stone. No wood railings.

Once approved, this modification becomes the responsibility of the homeowner to maintain/repair/replant as needed. When a homeowner sells the unit, with the landscaping modification in place, the responsibility to maintain/repair/replant the area transfers to the new owner. If the owner does not properly maintain the landscaping modification, the Association retains the right to remove the modification.

### **ARTICLE VII (Section 3) Street Side Patios adopted by BOD 11-2010**

Street-side patios, in addition to being utilized as outdoor living spaces, are designed to be one of two designated parking spaces for each unit.

- (a) If any item has the potential to obstruct or block another's view from their patio or window(s), the owner must obtain permission from all neighbors that are affected by the placement of such items on the owner's patio.
- (b) Larger, more expensive sunshades, umbrellas, patio covers, hot tubs, etc. must be submitted in the same manner as an architectural modification application.
- (c) No aluminum, metal or PVC structures are allowed.
- (d) Any structure that exceeds the height of the lowest party wall, other than a collapsible umbrella, requires architectural modification review and approval. See Rules / Regulations for additional information.
- (e) Changes to owners parking patios that infringe or block the use of neighboring patios or access to neighbors units are prohibited.

- (f) Items that meet the guidelines established in the preceding list (Restrictions in Article VI) that can be installed and removed without modification to the parking area, party walls or the structures are allowed. These items include, but not limited to, umbrellas, grills, or patio furniture. Before these items are considered for placement on the street side patios the owner must consider if they will blend into the community. Special attention to style, width and height must be considered.
- (g) The Architectural Review Committee is available to all owners for consultation on any items prior to purchase or installation.

A Street Side Patio Modification form must be submitted to the Board of Directors and approved prior to installation of any items outlined above. Failure to comply with this policy will result in removal by the owner or, if necessary, by the Board of Directors at the owner's expense. Failure to remit the cost of removal by the board will result in a lien on the property.

**ASSESSMENT POLICY** All assessments are due on the first day of each month. Payments should be sent to **Lands End Owners Association PO Box 701, Lexington, SC 29071, with only your unit # in the memo space.**

If you find an error on your statement please write to: Lands End Owners Association, PO Box 701, Lexington, SC 29071. Lands End Treasurer may be contacted for explanation of the policies for regime fees.

**No Billing statement will be sent unless an e-mail reminder is requested.**

Payment of assessments is an obligation of every homeowner in the community. Each homeowner, by accepting a deed, agrees to abide by the By-Laws and / or Covenants for Lands End Owners Association, Inc.

If you fail to bring your account current within thirty (30) days from the date of the letter (your account status) the Association, without further notice, will turn your account over to the Association's attorney for collection as allowed by the By-Laws and / or Covenants for Lands End Owners Association, Inc. The first action will be to place a lien against your property. The cost for filing a lien against your property will be charged by the attorney is \$425.00. Please note that this amount will be added to the owners HOA account for being placed upon your property along with finance charges and / or collection cost. After the lien is placed, if you still choose not to satisfy your debt, the Association may instruct the attorney to proceed with a foreclosure action against you. Please note the attorney's fees and costs of approximately \$2,500.00 will be added to your account.

A \$30 returned check charge is assessed when a check is returned for non-sufficient funds (7-1-04) in addition to the bank charge for insufficient funds.

Lands End will add a **late fee of \$20** to any balance remaining 15 days after the due date. Any remaining balance over \$50.00 after 5:00 on the 15<sup>th</sup> day is subject to late payment charges.

**EXTERIOR REPAIRS Items (10-09)**

Repair requests should be called or emailed to the board member in charge of exterior repair. Reports must come from the owner not the renter.

**Exterior Surface Maintenance or Repair Provided by Association**

Painting

Scraping

Caulking

Re-nailing

Application of water sealant (brick wing or fire walls) Hydrostop Clearguard Plus

Hardi-plank installation

Point tucking of brick mortar

Replacement of rotten wood

Cleaning of gutters & downspouts on street side

Repair, painting, rebuilding of original balconies

Repair, painting, rebuilding of original utility gates and fences

Maintenance & replacement of mailboxes

Repair or replacement of roofs for normal wear and tear is completed by the Association. Roof damage by storm, wind or hail is reported by the homeowner to their insurance company. When they receive the check from the insurance company the homeowner gives the check to the Association. The Association will then reimburse the unit owner for their insurance deductible up to \$1,000.00 for this situation only. The Association's exterior repair person will perform the replacement. If the insurance check is not sufficient to cover the replacement then the homeowner is responsible for the remaining costs.

Repair of wing or fire wall caps

Repair of damaged brick walls due to acts of nature

**Lawn and Grounds Maintenance**

Removal of Trees or shrubs that are damaging property

Electronic Privacy gate operation with personal access.

Maintenance of two private beaches

General grounds maintenance (mow, trim, lop branches)

Plantings such as flowers or bushes

Trash pickup and removal

Maintenance of Gazebo & park benches provided for residents' enjoyment

Maintenance of Docks available for all residents use

Termite Bond protection

Street repair of drains, paving & marking

### **Homeowners' Responsibilities**

Foundations

Modified areas of unit

Repair or replacement of all doors (entrance/storm & utility) and locks

Replacement/repair of A/C drains

Repair of cement on patio areas

Glass surfaces

Electrical repair or replacement of light bulbs or outlets

Party wall (repair or replacement shared by the two owners)

Removal of satellite dishes when located in unauthorized areas

Removal of A/C units

Interior damage due to roof leaks

Maintenance of all authorized plantings/borders within the allowable 4 feet from unit.

### **Article IX 1**

**In addition to maintenance of the Common Property, the Association shall provide exterior maintenance which is subject to assessment hereunder, as follows: Painting, repair, replacement, and care of roof's, gutters, downspouts, exterior building surfaces, trees, shrubs, walks and other exterior improvements, subject to the conditions set forth in this Article. Such exterior maintenance shall not include glass surfaces. In order to enable the Association to accomplish the foregoing and any repairs or reconstruction as provided in this Article, access over, through and upon each Dwelling Unit at all reasonable times when necessary to perform such maintenance, repairs or reconstruction, as provided in this Article.**

#### **FINES (Effective 2-19-12)**

Fines can be issued for an infraction of the Covenants and Restrictions, By-Laws, or Rules and Regulations. Owners must be contacted in writing and by email of their infraction and be provided with a time frame for correction of the infraction. Owners will be given seven days to appeal the notice of the infraction to the Appeals Committee. If the infraction is not corrected within the time specified, the Board has the authority to fine the owner(s) until the infraction is corrected. Fines can range from 25% to 75% of the monthly regime fee. If the infraction is not corrected in 30 days, a daily fine of 10% of the monthly regime fee may be imposed until the infraction is corrected.

The fine will be determined by the Board based on the severity of the infraction: minor, moderate, or major. (See Covenants Article VI section 4 for appeals)

1. Upon being notified of a violation, the Board shall provide written notice of any such violation to the Owner along with a reasonable timeframe to remedy the violation.
2. The Association shall levy fines pursuant to Article VI; Section 3 of the Declaration after the reasonable time given for remediation of the infraction has passed.
3. Fines shall range from 25% to 75% of the monthly regime fee, depending on the severity of the infraction, and being within the Board's complete discretion.
4. The Association shall have the authority to levy a daily fine of 10% of the monthly regime fee for any infractions not corrected **with in thirty (30) days** of notice of the violation.
5. If an Owner disputes any violation, he/she must provide written notice thereof and **request an appeal** to the Board within **five (5) days** of date of notice of the violation. Failure to provide written notice of any contest or request for an **appeal within five (5) days** shall be deemed consent by the Owner to the violation and applicable fine.
6. Until such time as the fine is paid in full, any funds received by the Association from the violating Owner shall be applied in the following order: First, to payment of fines; second, to payment of late fees; third, to any interest accruing on the account; and fourth, to payment of regular or special assessments.
7. Delinquent assessments shall be collected pursuant to the Association's collection policy, as it may be amended to time to time.

### **FIRE PERMITS**

Permission from the Board of Directors must be obtained before having a bon-fire on common property. You may call DNR for a fire permit at 1-800-8613.

### **FOUNDATIONS/WALLS/PATIOS (4-04)**

A planned Unit Development differs from a Condo in that the homeowner's association acting under by-laws owns and maintains "common areas" which includes the external surfaces of the structures. The unit owner owns the structural components of the individual units. The Declaration of Covenants and Restrictions are a matter of public record and are readily available for review. The issue of responsibility for structural maintenance and or repair is best found in this document in Article VIII in the discussion of "party walls." A "party wall" is any structural division between two or more units, load bearing or otherwise, shared by the owners whose units abut with the common "party wall." The Declaration of Covenants and Restrictions provide that the costs of reasonable repair and maintenance are to be shared by the abutting unit owners and if destroyed by casualty, the owner making use of the wall is responsible for repairs.

Owners must carry insurance sufficient to rebuild a unit in (60) days of the casualty thereto in the event of damage through casualty. As part of our preventive maintenance program we also do caulking, scraping, re-nailing all Hardi-Plank as well as replacing any rotten wood. Seal, cap and point tuck brick walls.

The Association has received opinions from two attorneys who have reviewed the Covenants and By-laws regarding the responsibility for the repair of foundations, party walls, and patios. (In August of 1987 and in April of 2004, January of 2005) They agreed that foundations, brick walls and patios are not the Association's responsibility. The Association is, however, responsible for exterior surfaces and the foundation is not an exterior surface. The association is not responsible for any interior damage caused by roof leaks or patio, which are sinking and or have cracks permitting water to enter the unit. The homeowner owns the ground their unit sits on and is therefore responsible for foundational problems.

Abridged (Legal Opinion on File)

### **GATE**

Gate openers operate only when entered the system. When a unit is sold the owner must give the openers to the new owner, this will also apply. to rental units. The guest keypad works only when the telephone number, name and opener number are entered in the system.

#### **Guest Keypad Operation:**

Scroll up or down to **CALL** button which will ring the number of desired person and when they depress the **digit 9** the gate will open. This will work from a hard wired or cell telephone.

### **GOLF CART GUIDELINES (Adopted 2006, Re-Adopted 12, 2013)**

#### **General Rules for Golf Carts on Lands End Roads and Common Property Owners**

- Golf cart tires (no rough terrain tires)
- Lands End registration sticker required
- No gasoline carts
- Recommended State of SC DMV registration requires liability insurance which allows for legal driving of golf carts on roads.
- Liability insurance must be carried to operate golf carts in Lands End Community.

#### **Drivers**

- RESTRICTED AREAS**– Common property areas designated
- As NO GOLF CART ZONES
- Licensed Drivers only
- Maintain safe speed and no racing

Golf carts should not be driven on grass for a minimum of four  
Hours after a rain shower  
All carts going to the boat docks should be driven on the street  
Lights on after dark  
Refrain from driving on common property after 10 PM  
**PRIVACY ZONES** To maintain residence's privacy avoid Driving  
Within 15 feet of lakeside patios (exceptions; visiting friends or  
going to own unit)

**See map for Restricted Areas & Privacy Zones**

**INSURANCE revised 9-04 (See Condo versus Townhome Under Separate Cover)** Each owner of each dwelling unit must maintain casualty insurance in an amount adequate to rebuild said dwelling in the event of casualty thereto, and in the event of any damage or casualty, must repair or rebuild said dwelling unit to its original specification within 60 days. A homeowner's policy applies. **NOT A CONDO policy.**

**Owners must provide the Association with evidence of their insurance coverage (dwelling unit and liability coverage for golf carts, boats and trailers),** and their continued coverage on each anniversary of the policy, and each time there is a change of insurance companies. Your proof of insurance must include the **AMOUNT** of coverage, the **LENGTH** (dates in effect) of coverage, and **TYPE** (homeowners for dwelling units. This information will be sent automatically if Lands End is added as an additional insured. Most companies refer to this as the Declaration Page. If an owner decides not to add LEOA as an additional insured, then the owner must send a copy of the declaration page to LEOA on each anniversary renewal of his/her policy.

Owners must not make or permit any use of the properties that will increase the rate of insurance thereon. No businesses are to be run from your residence that involves persons coming in and out of Lands End.

**MAILBOX KEYS** Additional keys can be ordered from US Mail Supply Company Inc. 3065 North 12<sup>th</sup> Brookfield WI 53005 Telephone # 800-571-0147 or 262-782-6510 Email Bob Beauleau, Director of Sales [bob@usmailsupply.com](mailto:bob@usmailsupply.com). Lands End is not responsible for keys. Check with Resident Liaison for key & mailbox # before ordering.

### **LANDS END MAILBOX**

There is a Lands End mailbox on the brick wall at 2 Indian Creek Trail. Notes to the Board or modification requests etc. may be placed in this box. No regime fees please. **Regime fees are to be sent to PO Box 701, Lexington, SC 29071 with your unit # in the memo space.**



## **NOISE**

Please be considerate of your neighbors by always keeping the noise level down. The walls are very thin and when out of doors remember, the water amplifies the noise. No loud noises between 11pm and 7:30 am. When a resident has a problem with a noisy neighbor, they should contact the neighbor. If no results, then call the Lexington County Sheriff Department.

## **PARKING**

Each resident has two parking places. The patio area on the street side and one designated numbered spot near your unit. Spence Drive can be used for temporary overflow parking (per signs) from the entrance to Beach Rd. on the West side of the street and on the East side of the street from Holly Ferry Ct. to the end of Wise Ferry Ct. **No parking in front of a street entrance.** Visitor parking is for **visitors only** not for residents as an additional space. If you park in front of a unit, be sure not to block your neighbor's parking area in front of their unit brick wall areas or access to their unit or passage through the street area. All boats, trailers or other vehicles parked in a street side patio must not extend beyond the length or the height of the brick walls. If so, approval must be received from neighbors and the LE HOA Board. Construction workers must park in the owner's patio or unit's numbered space. Spence Dr. can be used for overflow parking per signs.

## **PATIOS 01-05**

Patios are to be kept neat and clear of debris. They are not to be used as a storage area. Trash cans and garbage bags should be kept behind the gated area. No blankets, rugs etc. should be hung over the brick patio walls. Construction materials should be cleaned up at the end of each day and work is completed ASAP.

## **PETS 9-12**

- Pets "on leash" are allowed on all common property areas owned by Lands End with the exception of the beach and swim area.
- Each pet owner is responsible for removal of waste(s) from ALL common areas at the time of the incident. The property owner where the pet resides may be fined each time waste is not removed by the owner of the pet. Residents are asked to notify the board of violations with photographic evidence or eyewitness account by two or more persons. The board will seek to keep the information confidential.
- Pets must be walked on the perimeter of the property (away from the homes.)  
No pet may be leashed to any stationary object such as a bench, chair, stake, tree, etc. on common areas unless the owner of the pet is present with the pet at all times. The pet owner must be present with the pet when it is on a patio or balcony.
- No pets (cats or dogs) may roam freely over the property.
- The boat ramp may be used for shampooing or exercising pets.

This policy also applies to “visiting” pets while on all LE premises. The LE Homeowner is responsible for assuring that renters and visitors with pets abide by these policies. Again, this policy regarding fines for pet infractions by owners, renters or visitors, as well as for all other LE policies, is in effect.

### **RENTAL GUIDELINES**

All owners who rent out their units are responsible for their renter’s understanding, and compliance with the rules and Regulations of Lands End. Owners are financially responsible for any type, or kind of damages caused by their renters. The owner **must notify** the Association of each new renter and make sure they see the Resident Liaison to sign up and bring a copy of the lease agreement. The renter will receive an information packet, gate opener information, mailbox information and sticker for their watercraft/trailer if applicable.

Any rental of Dwelling Units on the properties will be at monthly rates and under conditions established by the Board of Directors of the Association. Owners may not rent a Dwelling Unit for less than 30 consecutive days. The number of tenants of a rental unit, not related by blood or marriage, may not exceed the number of bedrooms for the unit.

A copy of the owner’s lease agreement with his tenant must be supplied to the Association for its records. When an owner rents his/her unit the right of enjoyment of the common property (i.e.: swim area, docks, and boat slip) is passed to the renter. In this case the owner forfeits his right to these amenities.

### **RESTRICTIONS – ARTICLE VI Section 1.**

In order to preserve the character of LANDS END AT WATERGATE, Owners of Dwelling Units situated upon the Properties, their guests and tenants, are and shall be subject to the following restrictions, covenants and conditions:

- a) The Association shall retain a right to make additional improvements on the Common Property, which improvements shall be considered part of the Common Property. Any costs incurred as a result of such improvement shall be the responsibility of the Association. Costs of maintenance and operation shall be an Association expense and shall be assessed to the Owners by the Association.
- b) The Association reserves unto itself, and assigns the right to protect the Properties from erosion, and to go on, over and under the ground on said Properties to construct, erect, maintain and use roads, streets, electric and telephone wires, cables, conduits, sewers, water main and other suitable equipment for transit over and through the Properties and for the conveyance and use of electricity, telephone equipment, gas, sewer, water or other public conveniences or utilities in said Properties. These rights include the right to cut or plant any trees, bushes or shrubbery,

- make and any grading of the soil, or take any other similar action reasonably necessary to achieve the purposes stated;
- c) A Dwelling Unit shall be used for residential purposes only. Home occupation and or business may be permitted as long as it is clearly incidental and secondary to the use of the dwelling for dwelling purposes; provided no items associated with the home occupation are stored outside of the dwelling proper; and such business does not significantly increase traffic within the Lands End community;
  - d) An Owner, tenant or occupant shall not make structural modifications or alterations to his Dwelling Unit without the prior written approval of the Association, as provided in Article VII herein below.
  - e) An Owner, tenant or occupant shall not place or cause to be placed in the passages, roads or other common access areas any obstruction of any kind. Such areas shall be used for no other purpose that for normal transit through them.
  - f) An Owner, tenant or occupant shall grant the right of entry to the Association in case of an emergency originating in or threatening his Dwelling Unit, said permission being conclusively presumed to have been granted whether the Owner is present at the time or not.
  - g) Boat docks and boat ramp are restricted to the use of residents and their guests.
  - h) No Owner, tenant or occupant shall:
    - 1) Post any advertisements, posters or signs of any kind other than "for sale" or "for rent" and such signs shall be a window display, inside the Dwelling Unit, on the street side. Such signs can also be posted on the Lands End Community Bulletin Board;
    - 2) Hang garments, towels, rugs, or similar objects on the Properties;
    - 3) Place garbage or trash outside the areas provided for such purposes;
    - 4) Act so as to interfere unreasonably with the peace and enjoyment of the residents of the other Dwelling Units on the Properties;
    - 5) Maintain any animals, livestock, pets or pet enclosures on the Properties; except that dogs, cats, or other household pets may be kept or maintained provided that they are not kept or maintained for a commercial purpose, and that they do otherwise constitute a nuisance. All pets must be leashed while on the Common Property, and all owners of pets hereby assume full responsibility for any damage or injury caused by said pets;
    - 6) Place personal items of any kind on the Common Property, except as authorized by the Association;
    - 7) Install any television and or radio antennae, satellite dishes or similar objects on the Properties, except as authorized by the Association;
    - 8) Swim in any area other than areas so designated by the Association. Entering the lake from any structures owned by Lands

End Community( docks, gazebo, stairs, shoreline rocks) is a swim at your own risk policy.

- 9) Place or store boats, boat trailers, or any other type of trailer in any area other than those areas so designated by the Association;
  - 10) Make any immoral, improper, offensive or unlawful use of the Properties; or violate any laws, zoning ordinances or regulation of any governmental body having jurisdiction thereof;
  - 11) Make or permit any use of the Properties which will increase the rate of insurance thereon; or
  - 12) Park in any space other than the number space assigned to their Unit or on the Unit's street side patio. Guests may park on a temporary basis in the spaces designated for visitors.
- (i) The Association reserves the right to direct any member to cease any Activity that interferes with other Member's peaceful enjoyment of common areas as otherwise in compliance with the By-Laws. The Association shall reserve its standing to enforce any such requests in the appropriate Court.

### **SATELLITE DISHES 9-12**

**WHEARAS**, Article VI, Section 1 (h) of the Declaration of Covenants and Restrictions for Lands end provides that "No owner, tenant or occupant shall... (7) install any television and/or radio antennae, satellite dishes, or similar objects on the Properties, except as authorized by the Association."

**WHEREAS**, Article IX, Section 1 (e) of the Bylaws for Lands End states that "The Board of Directors shall be responsible to adopt and publish rules and regulations to supplement those restrictions, covenants and conditions set forth in Article VI of the Declaration governing the use of the Properties and facilities and the personal conduct of the members and their guests thereon."

**AND WHEREAS**, 47 C.F.R. Section 1.4000 prohibits restrictions impairing the installation, maintenance, or use of antennas less than 39.37" used to receive video programming.

**NOW THEREFORE**, the Board hereby establishes the following **Satellite Dish Policy**.

- Satellite dishes larger than (39.37") (to provide signals for Digital HDTV's) are not allowed at Lands End.
- Satellite dishes and antennas must be installed within the exclusive use are of the owner/tenant/occupant. This includes on the street side, patio, or gardens so long as the signal strength is acceptable. In limited scenarios, a satellite dish may be placed in a bucket of cement on the street side patio.
- Satellite dishes and antennas shall not be installed on window or door sills for safety reasons.

- Satellite dishes or antennas placed in locations of Association maintenance responsibility, including rooftops and exterior building surfaces (Hardi-Plank or fascia boards) must be removed by the owner, tenant or occupant prior to Association maintenance of the surface. The Association bears no responsibility for repairs to these areas.
- **The Board must be notified before an installation of a satellite dish for an approved location.**

The Board reserves the right to modify this Policy at any time in its sole discretion.

### **SECURITY GATE**

Delivery persons and maintenance people who regularly come to Lands End all have their own gate code. All owners will provide their tenants an opener to enter. All visitors and vendors will use the guest key pad located to the right of the entrance. Scroll up or down by depressing the **A** or **Z** button to select the name of the person you wish to visit. When the name is highlighted depress the **C** which is the call button and this will activate the system and ring the owner's telephone. (Owners will have to designate what number they wish to use for the visitor entry. An owner can have two numbers entered.) When the owner answers, visitors will have voice communication with the owner. The owner will depress the digit 9 on their telephone to open the gate and allow entry. This works from a cell phone or hard wired home phone.

The entrance gate will close after about 6-9 seconds. We have an electrical vehicle loop that keeps the gates from closing as the vehicle enters and will not close until vehicle has passed over the loop. A new power battery back-up will automatically open the gates if the power fails. The gate is equipped with a **SOS** system for emergency vehicles – this enables the gate to open with a blast of their siren. Only owners can purchase additional gate openers for \$50.00.

**SPRINKLERS** With the completion of the Sprinkler System it is important that delivery trucks, cars, or other vehicles avoid sprinkler heads and sprinkler control installation areas to avoid damage to the system.

**The homeowners will be responsible for any damage to the sprinkler heads and control system.**

### **TERMITES (Also under separate cover.) Revised 3/05**

Passed at annual meeting 7/04 increased assessments by \$30 per unit per month for 2004-2005. Financed out of Capital Fund and was repaid by 6/30/05. Contract signed on July 24, 2004 by Maxine Bass, President, and Clay Carter, Vice President.

Year 1 costs = \$24,670 plus \$360 per unit collected in advance for renewal of the contract for year 2005-2006.

Year 2 costs \$5 per unit per month for renewal fee for year 2006-2007 collected in advance.

Each block of nine buildings will have its' own \$300,000 repair bond.

Total cost of coverage for LE is \$2,700,000.

Baiting stations are installed on exterior of lakeside and the preferred location on street side is behind the gated area, however, in some cases, station may have to be installed other than behind the gated area because of the distance constraints (20'). Stations should be placed not farther than 12' from unit and 20' apart. Stations are 3" in diameter and 10" in depth with a watertight cap flush with the concrete slab.

Yearly interior inspection are required as part of the repair policy. If the owners opt out of inspections he/she must sign a wavier releasing Terminix from liability and from the repair bond. (SC Law). All owners will pay even though they refused the installation or the inspection due to the passage of coverage at annual meeting. After installation of stations Terminix will inspect a block of units at the same time. Owners will be notified when Terminix plans to inspect units in their block.

Evidence of live termites will be treated immediately, but the repair bond does not cover any previous damage only new damage. (See complete details in Termite Coverage section) Call Terminix at the following #'s if you have evidence of termites-957-3811; 772-7700 or fax 957-1539. e-mail: [TMX01@terminixwvc.com](mailto:TMX01@terminixwvc.com)

### **TRASH/GARBAGE COLLECTION**

Garbage pick up is on Monday and Friday. Your garbage must be in plastic bags, tied shut and placed in a trash can located behind the gated area. Cardboard boxes must be broken down and bound. All garbage is to be kept behind the utility gate.

In the spring and fall of the year the Association places a large dumpster in the visitor parking space across from the boat ramp for all residents to dispose of unwanted furniture, appliances, carpet etc. NO KITCHEN GARBAGE, OIL PRODUCTS, TIRES OR BATTERIES. All items must be placed inside of the dumpster.

### **WATERCRAFT AND WATERCRAFT TRAILER RULES**

**Docks, boat slips, Jet Ski docking pads, the boat ramp and the boat storage area are for use of Lands End owners and residents only.**

**DOCKS, SLIPS AND BOAT RAMP ARE PROPERTY OF LANDS END OWNERS ASSOC. SLIPS ARE LEASED NOT OWNED BY THE LESSEE**

**Failure to abide by the Covenants and By-laws, Rules & regulations of Lands End will be in violation of the lease agreement, which may be terminated.**

### **Leases and Sub-Leases**

- **No sub-leases are allowed until all slips are leased and only to a resident of Lands End. When an owner rents their unit then the owner may sub-lease a boat slip to their renter.**
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- One leased slip per unit owned. Exception in years when several slips are available.
- **Only a Lands End homeowner or resident can lease or sub-lease a slip or Jet Ski pad.**
- All watercrafts and watercraft trailers must be registered with LE and a copy of SC DNR form is required to show current proof of ownership of the watercraft.
- A current SC sticker & LE sticker must be attached to motorized watercraft while in boat slip or street side patio. (All non motorized watercraft such as canoes, kayaks, John boats and trailers must have a LE sticker and must be registered with LE.)
- The Association must be notified when: A slip is sub-leased or when there
- If an exchange of slip, or sub-lease of slip between Lands End residents. Current information must be on file.
- The Association strongly urges residents to carry Watercraft Liability Insurance.
- A new lease agreement is required each year.
- A sub lease form must be on file if anyone other than the original lessee is using the slip. The same requirements as the original lessee apply to the sub-lessee.
- The owner of the lease is responsible for any and all infractions and damage to docks and slips. LE will repair and bill lessee.
- **Before receiving a lease the following requirements must be met:**
  - ✓ **A current LEOA Annual Boat Slip Lease must be signed all slips must be rented before a sub-lease is given.**
  - ✓ **Watercraft Registration form on file each year with the Association which includes current: 1. Copy of SC DNR registration and ownership, 2. Copy of proof of boat and motor Liability Insurance.**
  - ✓ **Lands End and SC sticker attached to the watercraft and LE sticker attached to trailer.**
  - ✓ **Full payment for the current year lease**
  - ✓ **All regime fees paid to date**
  - ✓ **Full payment for the current years lease of \$720**

When lease requirements are not met a letter and email will be sent notifying the person to remove the watercraft within 2 weeks. If the boat is not removed, from the slip, it will be treated as abandoned property and will be removed. When the boat is removed, LEOA will deduct the cost of any damages to the slip and then return a pro-rated amount to the slip owner. Cost of the removal will be added to the Owners HOA account.

## **Docks**

- No attachments of any kind or alterations can be made to the docks, slips, or boat ramp (such as electrical wiring, o-rings, bumpers etc.) without written permission from the Board of Directors. Unauthorized installations will be removed by LEOA without notification to owner. Alterations to the docks, slips, and boat ramp will be at the expense of the lessee.
- Docks are for foot traffic only. No golf carts, scooters, bicycles, skateboards, skates or mopeds are allowed.
- Daytime tie ups only to docks are permitted. No watercraft can be tied to a dock from sundown to sun rise. Owner must use proper strength lines for tie up and proper method of tie up.
- The docks have no lights for night-time use, and therefore must be used with caution and at your own risk.

### **Watercraft / Watercraft Trailer Storage**

- **Only Lands End homeowners or residents who are the owners of the watercraft can dock a watercraft in their leased boat slip.**
- Watercraft and watercraft trailers can be stored in their street side patio with the written permission from their neighbors and the LE HOA Board.
- A watercraft trailer with 2 jet ski's is considered 1 watercraft trailer.
- Docks, boat slips, jet ski docking pads, boat ramp and boat are for use of Lands End residents only.

### **Boat Ramp Keys**

Keys for the boat ramp may be leased by a Lands End owner for a deposit of \$50 and signing a boat ramp use agreement. The owners must be current on regime fees to obtain a key.

### **WATER LEAK OR SEWER PROBLEM 6/01/0**

If you experience a water leak contact Blue Granite Water Service, for a sewer backup problem, be sure to contact Town of Lexington Water first before calling a plumber. They will determine where the problem is and who is responsible.

Town of Lexington Water is only responsible for repairs of the main sewer line.

Owners are responsible for in-home repairs and for problems associated with the sewer line from the home to the main line.

The grounds and streets must be returned to their former state, by the owner, when common property is destroyed by individual home sewer problems.

Owners may contact a plumber of his/her choice; however, Meetze Plumbing – 732-DRIP has repaired several sewer problems and knows the approximate location of the sewer lines.



\* NOTE: The main sewer line and sewer lines from the home to the main line are located on the street side of some homes and on the lakeside of other homes.

### **Location of Main Sewer Line:**

Wise Ferry Court #1 - #8 Street side  
Holly Ferry Court #1 - #4 Street side - also Street side along Spence Dr.  
Beach Rd. #1 - #14 Lakeside  
Indian Creek Trail #1 - #24 Lakeside  
Indian Creek Trail #25 - #30 Lakeside  
Little Hollow Lane #1 - #10 Lakeside  
Low Hill Lane #1-7 Lakeside  
Low Hill Lane #7 - #16 Street side  
Low Hill Lane #17 - #23 Lakeside  
High Hill Lane #1 - #16 Lakeside

### **WINTERIZING**

The Association is not responsible for any work required due to water damage caused by frozen pipes. Unit owners will have to arrange for their own water damage repairs and seek reimbursement through their own insurance.

What Your Insurance Will Not Cover on the standard insurance policy for homeowners and tenants excludes coverage of loss due to:

Freezing of a plumbing, heating, air conditioning system, or household appliance, causing a discharge, leakage, or overflow from within the system while the dwelling is vacant, unoccupied or being constructed unless you have used reasonable care to:  
Maintain heat in the building; or Shut off the water supply and drain the system and appliance of water.

Therefore, for your own protection, follow these important instructions. Wrap your exterior faucets or cover. This is to prevent frozen pipes inside your walls, water damage to your unit, and quite possibly an overflow into neighbors' wall. Keep your home-heating system, at all times, at a minimum setting of 55 whether you are in the residence or away. Heat in the house will help pipes from freezing. The slight extra cost for electricity will be much less than the deductible you will have to pay if your townhouse suffers damage.

**Outside water cut off.** Learn where your water cut-off is, and be sure you can turn the water off in case of a break in your heater, laundry hoses, or pipes. This may require a tool such as a vice grip, or a special shut off lever arm can be purchased from any hardware store.

For emergency purposes during the winter;  
Leave your key with a trusted neighbor.  
Give the neighbor a phone number where you can be reached.

**General Information.**

<b>Electric Company</b>	Dominion Power	866-366-4357
<b>Sewer</b>	Town of Lexington	803-359-2434
<b>Water</b>	<b>Blue Granite</b>	<b>800-367-4314</b>
<b>Fire Dept.</b>	Lake Murray Fire Department	
<b>School District</b>	Lexington One	