REGENCY PARK RULES AND REGULATIONS Regency Park Homeowners Association of Columbia, Inc.

These Rules and Regulations are made by the **Regency Park Homeowners Association of Columbia, Inc.** (the "<u>Association</u>") to supplement and enforce the terms of the Declaration of Covenants, Conditions, Reservations, Obligations, Grants and Easements Applicable to Regency Park Subdivision and Regency Park Homeowners Association of Columbia, recorded in <u>Deed Book 1283</u>, at <u>Page 3987</u> in the Richland County Register of Deeds (hereinafter the "<u>Declarations</u>").

These Rules and Regulations are intended to facilitate the Association's obligation to maintain the Common Property, and to interpret and compliment the Declarations and not to render them void. Capitalized terms contained herein, shall have the same meaning as the terms set forth in the Declarations.

- **Rule 1. PARKING:** Parking of vehicles of any type is prohibited on Common Property of the Association. Except for temporary parking, parking in the streets is strictly prohibited. Any vehicle parked without authorization on Common Property or parked in the street overnight (12:00 AM 6:00 AM), may be towed at the Owner's expense. Owners shall be liable for the damages caused to the Common Property as a result of unauthorized parking of vehicles, trailers or equipment on such property.
- **Rule 2. PET CLEAN-UP:** Pursuant to Article II, Subsection H, Owners are responsible for cleaning up after their pets. Owners may walk pets on the streets and Common Property within the subdivision, however, leaving pet waste on the streets and/or Common Property is strictly prohibited. In the event an Owner fails to remove pet waste from the streets and/or Common Property the Association may arrange for clean-up services at the expense of the violating Owner, consistent with **Article VII, Section C** of the Declarations.
- **Rule 3.** PAYMENT OF ASSESSMENTS & INTEREST CHARGE ON DELINQUENT ACCOUNTS: Assessments are due on the 1st day of the month and are considered past-due if not paid in full by the 10th day. Coupons are provided by the Association for the convenience of the payment of Assessments. All payments must be mailed to either the Processing Center (see coupons) in Commerce, Georgia, or to the Bragg & Associates offices. Payments cannot be accepted by any other entity or person other than the processing center by mail or Bragg & Associates.

Assessments that are not paid by the 10th day of the month are considered past-due, and such accounts are considered delinquent. Such delinquent accounts

shall bear interest from the past-due date until paid at the rate of 1.25% per month (or 15% per annum) consistent with <u>Article IV</u>, <u>Section 7</u> of the Declarations. The Association is entitled to file a lien against any Lot for which an account is delinquent, and if such account is not paid in full (including any interest charged thereon) within thirty (30) days after the past-due date, the Association may foreclose its lien on the property. Pursuant to <u>Article IV</u>, <u>Section 7</u>, if a delinquent account is put in the hands of an attorney for collection, the cost of collection, including but not limited to, fifteen percent (15%) of the amount of the delinquent assessment and all interest therein as reasonable attorneys' fees.

Rule 4. RESPONSIBLITY OF TENANTS, RESIDENTS, & GUESTS: Owners shall be held responsible for any violations of the governing documents by their tenants, residents, and guests. Owners should make all tenants, residents, and guests aware of the various covenants, restrictions, and rules contained in the governing documents. If Owners enter into a formal lease, Owners should provide tenants with a copy of the Declarations and these Rules and Regulations as part of the leasing agreement.

Rule 5: NO STORAGE OF PERSONAL PROPERTY ON COMMON PROPERTY: No personal property may be stored or kept, whether temporarily or permanently, on the streets or Common Property of the Association. In the event any such property is kept or stored on the streets or Common Property, the Owner responsible for such property, including the property of their residents, tenants, or guests, shall be held accountable for any damage caused to the streets or Common Area, and may be charged for the cost of removal.

Rule 6: POWER OF ENFORCEMENT: The Association has the power and authority to enforce the Declarations, the Bylaws, these Rules and Regulations, and any other Architectural Guidelines, or rules and regulations duly adopted by the Board hereafter. In the event an Owner, his tenants or guests, violate any of the foregoing documents, the following procedure will be followed: Upon the first violation, a written reminder/warning will be given. If not remedied, the Association has the authority to fine the violator. All remedies that apply to collecting assessments shall also apply to the collection of fines. The fine for any violation shall be \$25.00 per occurrence, with a \$5.00 per diem charge for continuous violations, which shall continue until such violation is corrected. Unpaid fines shall be grounds for the Association to file a claim to collect the amount due including legal fees and any associated court costs.