



HARLESTON PLACE

HOMEOWNERS ASSOCIATION <sup>1</sup>

## AMENDED RULES AND REGULATIONS

October 20, 2021

### PARKING

Every effort should be made to use garages and driveways. While each **home is allowed two (2) parking passes, there are not enough spaces to accommodate two cars for every home. Striped parking spaces are available to any resident. There are no assigned spaces. Cars must be parked only within the designated parking areas. The blue Harleston Place pass must be displayed from the rearview mirror. Commercial vehicles, boats, buses, trucks, trailers, and recreational vehicles must be parked in garages out of view.**

For those owners who have tenants, it is your responsibility to provide renters parking passes and ensure that the passes are returned at the end of the lease. Sellers are to provide new owners with parking passes. See "Unit Sales" section below.

Parking passes can be obtained from The management company at a cost of \$50 each.

Residents may park on the streets outside of our neighborhood with the appropriate Residential Parking Decal. These are obtained from the City of Charleston. For information, please call 843-724-7375.

**Cars failing to display the Harleston Place pass will be towed at the owner's expense.**

### GARBAGE / RECYCLING CONTAINERS

Tuesday is pick-up day for household garbage. In accordance with the City of Charleston regulations, bins may be put out **after 6:00 pm, Monday evening, the night before pick-up.** Bins **must be returned to storage by 6:00 pm on Tuesday, the day of pick-up.** Recycling continues to be picked up every other Tuesday and will follow the same rules.

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<sup>1</sup> Proper name is Harleston Place Neighborhood Association d/b/a Harleston Place Homeowners Association.

Garbage and recycling containers **MUST REMAIN OUT OF SITE** in your garage or storage room until the evening before pick-up. It is not acceptable to tuck your bins in front of your garage door.

All garbage, lawn debris or recycling pick-up schedules may be affected by holidays. Check your calendars.

New garbage containers may be obtained from the City of Charleston; contact 843-724-7311 or make a request online.

### **YARD DEBRIS/LARGE ITEMS FOR CITY PICK-UP**

Pickup is every Monday. Please place yard debris in brown paper yard bags and bulk items in the designated common area outside of the fence between Units 3 and 5 (facing Beaufain Street) the evening before pick-up.

**CONSTRUCTION DEBRIS MUST BE REMOVED BY CONTRACTORS AND CANNOT BE DISPOSED ON HPHOA PROPERTY.**

### **LANDSCAPING**

Our landscaper is responsible for maintaining the existing landscaping and irrigation system in the common areas. This includes mowing, fertilizing, edging, pruning, insect control, mulching, and over seeding. If homeowners have questions about this, they should contact the Board President.

Each homeowner is tasked with the upkeep of the area around your unit. This includes maintaining your driveway, porches, stairs, and courtyard area as well as any planters in pots or boxes by the front stairs or driveway.

### **TRIMMING OF HPHOA TREES**

Trimming of any trees located on HPHOA common property **must be approved** with the HPHOA Board before the work commences.

### **IRRIGATION PROBLEMS**

Report any malfunctioning sprinklers to the property management company.

### **PEST CONTROL /TERMITE BOND**

Monthly pest control treatment is the responsibility of each owner and as such everyone is encouraged to have this treatment done.

Your regime fee covers an annual termite inspection and termite control. You will be notified of the date of inspection. If the date is not suitable, you can schedule a different time by calling the pest control company.

**Important: The contracted termite control company must be notified in writing of any modifications, changes, additions, or alterations to each structure. They should be notified before construction begins. Such changes may require additional treatments. Failure to notify Them of changes, alterations or modifications to a structure will automatically cause a cancellation of the services guarantee.**

### **DOGS**

Dogs must be on leashes no longer than six feet when outside. Please pick up after your dogs.

### **MAILBOX LIGHTS**

Please leave the light above your mailboxes on from dusk to dawn. This provides for a safer environment. Any number of simple and inexpensive sensors can be found at local hardware stores to automatically turn the light on and off.

### **EXTERIOR PAINTING**

If you are painting your residence the same color, no prior approval is needed from the Harleston Place Board of Directors, but a Work Approval Form must still be completed. The City of Charleston Board of Architectural Review requires a building permit even if you plan to do the work yourself. All permits must be displayed.

If you are changing the color, you will need approval from both the BAR and the Harleston Place Board before beginning work. The Board required a completed Work Approval Form. Please allow four (4) weeks for the Board to approve any changes.

### **CONTRACTORS/ CONSTRUCTION**

Homeowners and their contractors are responsible for complying with all City laws and regulations including securing and displaying all appropriate permits.

Homeowners must obtain approval from the HPHOA Board of any exterior construction. Application must be made four (4) weeks in advance. \_\_\_

Contractors are responsible for removing debris from any work on your home and may not put it out on the street. If there is any work that will result in the disruption of traffic such as multiple contractor vehicles, moving vans and/or cranes, **NEIGHBORS MUST BE NOTIFIED ONE WEEK IN ADVANCE.**

**NOTE: All liability or potential liability emanating from construction, maintenance, or other activity on individual properties remains solely with the homeowner and/or their contractors, employees, renters, and guests. Homeowners fully and completely indemnify HPHOA from all liability from the same.**

### **OUTDOOR CLOTHES DRYING**

Outdoor drying of clothing, bedding, beach towels, etc. is permitted only within the property owner's own rear courtyard where it is not visible to neighbors.

### **LOUD NOISE**

No loud noise or offensive activity that may become an annoyance or nuisance to the neighbors is permitted. Common courtesy should be observed in respect for your neighbors. The City of Charleston has a very effective ordinance that is strictly enforced.

### **MOVE- IN/ MOVE -OUT/ MAJOR CONSTRUCTION**

NEIGHBORS **MUST BE NOTIFIED** well in advance of activity that requires large trucks or multiple vehicles. Please notify The Management Company, when your plans are set. Large moving trucks should be coordinated with neighbors. Please give at least one week notice. No post move trash should be left out.

### **SIGNAGE**

No advertising signs are permitted on any part of the townhouses except for "For Sale", "For Rent" or "For Lease". One sign may be placed in front of the unit inside Harleston Place and/or one may be placed on the bordering public street. Small political signage is permitted no more than **30 days before** any election and must be removed within 24 hours after the election.

## **UNIT SALES**

In the event of a sale of a unit, it is the responsibility of the seller(s) to provide buyer(s) with copies of the Covenants, By-Laws, the current Rules and Regulations, two parking passes (\$50 replacement fee per pass payable by seller to Harleston Place HPHOA) and notification to listing realtor of \$50 transfer fee payable by buyer to The management company at closing (listing realtor should have this in MLS Remarks).

In the event there is a regime fee increase/decrease, it is the responsibility of the seller(s) to notify their listing agent. Copies of the HPHOA governing documents are obtainable from Read & Read.

Seller must notify incoming owner of the necessity to contact Massey Services, Inc. **in writing within three (3) business days of transfer of ownership** and of the \$95.00 transfer fee payable at that time.

## **RENTAL POLICY**

1. To meet the common goals of maintaining property values and/or cultivating and sustaining community harmony, the governing documents state that the units within Harleston Place **may only be used for private residential use of a single family**<sup>2</sup>. Single family is defined as is commonly understood and involves a single adult or two spouses, married or not, intentionally forming a family with or without children. It does not include individuals living together as friends or roommates.
2. If you elect to rent your unit, **you are fully and completely responsible** for full compliance with the governing documents and for all actions of your lessees. Infractions by renters of the governing documents will be remedied by actions of the Association against the owner(s).

Common complaints against renters have included loud noise, parking infractions, and failure to keep the unit(s) in good condition. This includes failure to follow the correct procedures for the disposal of garbage or recycling. It is not acceptable that neighbors should be subjected to poor behavior in violation of the governing documents.

3. Homeowners acting as lessors **must notify** the Board and Managing Agent when entering into a lease agreement and **must certify** to the Board the following information:
  - a. That the lessees are in accordance with the governing documents and constitute a single family.

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<sup>2</sup> See *Covenants of Harleston Place Townhouses* associated as *Harleston Place Neighborhood Association* dated March 7, 1985, page 7, Article X, Sect. 10.1

- b. The length of the lease<sup>3</sup>.
- c. That Lessor/Owner has provided copies of the current governing documents and all additional duties described herein.
- d. That Lessor/Owners understands and accepts that they will be responsible for any and all infractions of the governing documents by lessees.
- e. That Lessor/Owner understands that any pertinent penalties relating to these infractions will be levied against them.

Accordingly, Owners may rent their units in accordance with the following:

- a. Rental to be for the private residential use of a single family.
- b. There may be only a single lease for the entire unit at a time. No unit shall be divided or portioned off for leasing.
- c. Lease shall be no less than one year.
- d. Renters are to be provided with copies of all governing documents before the lease is executed. Written receipt of these documents must accompany the executed lease.
- e. Owner/Lessor must advise the Board of Directors of their intent to lease and provide contact information of the lessees to the Board and managing agent.

**A sample letter to the Board from the Lessor is attached hereto.**

### **ASSESSMENT FEES AND PENALTIES**

The association assessment is due monthly. Some owners elect to pay the fees in advance. Monthly fees that are late are subject to a penalty of 10% of the outstanding balance.

### **CONTACT INFORMATION**

Please provide your **phone number(s) and email address(s) as well as those of your lessees** to The management company. Contact information is used only to advise you **of emergencies**, such as floods, street closures, neighborhood thefts, and related police reports, as well as the occasional house gathering.

### **ANNUAL MEETING**

Notice of the annual meeting will be sent at least thirty days before the meeting. Residents are encouraged to attend.

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<sup>3</sup> The lease may not be for a term less than one year. Homeowner/Lessors must renotify and certify all pertinent information each time the lease is renewed.

Signed and witnessed.

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Witness:

Harleston Place Homeowners Association

\_\_\_\_\_ (\_\_\_/\_\_\_/\_\_\_)

\_\_\_\_\_

President

\_\_\_\_\_  
Printed Name

\_\_\_\_\_ (\_\_\_/\_\_\_/\_\_\_)

\_\_\_\_\_

Secretary

\_\_\_\_\_  
Printed Name

## **APPENDIX**

### **FOR YOUR CONVENIENCE, BELOW IS A LIST OF DUTIES AND OBLIGATIONS OF THE HARLESTON PLACE HOMEOWNERS' ASSOCIATION**

#### **HOMEOWNER OBLIGATIONS**

Comply with all City of Charleston laws, regulations, and codes. Obtain and display permits as required.

Have a working knowledge of all current governing HOA documents and comply with all obligations.

Park only with official Harleston Place Neighborhood Association pass.

Put garbage/recycling bins out after 6:00 pm the night before pick-up. Return them to out of site storage (garage or utility room only) by 6:00 pm on the day of pick-up.

Dispose of yard debris in brown paper yard bags. Place bags in the common area, outside of the fence, between Units 3 and 5, the night before pick-up.

Maintain the outside areas of your unit – courtyard, porch, driveway, stairs, etc.

Notify the managing agent and neighbors of major construction or delivery that will obstruct traffic and moving well in advance.

Pay monthly maintenance fee on time and pay 10% late fee for each month outstanding.

Adhere to the Rental Policy of the HPHOA

Notify Massey Services, Inc. of all changes, alterations, or modifications to your unit structure.

#### **UPON SALE OF A UNIT**

##### **It is the duty of the selling homeowner to:**

Provide to the incoming homeowner the current Rules & Regulations, Covenants and any other governing documents relating to the HPHOA.

Provide to the incoming homeowner HPHOA parking passes and/or instruct incoming homeowner of procedure to obtain the passes.

Advise incoming homeowner of the \$50.00 unit transfer fee payable to The management company.

#### **NEW OWNER RESPONSIBILITY**

Pay managing agent \$50.00 transfer fee and monthly assessments.

Obtain parking HPHOA parking passes.



Review and remain familiar with all HPHOA governing documents.

**HPHOA RESPONSIBILITY**

To identify, prioritize and address concerning issues affecting the HPHOA.

To maintain common areas.

To employ landscaping professionals and other professionals as needed to maintain common areas.

**WHEN TO NOTIFY THE BOARD AND/OR GET BOARD APPROVAL**

When electing to paint the outside of your home a different color.

When undertaking any construction on the outside of your home, stairs, mailbox, etc.

Before cutting any trees that are on HPHOA property.

When entering a lease of your unit.

**NOTE:** Please notify the Board four (4) weeks in advance of the commencement of your anticipated project.

**SAMPLE LETTER OF OWNER/LESSOR**  
**TO BOARD OF DIRECTOR**

{NAME(S) OWNER(S) OF PROPERTY}<sup>4</sup>

[Permanent Address (Street, City, State, Zip Code)]

[Preferred email address]

[Preferred Phone number]

**CERTIFICATION LETTER**

[Date]

To the Harleston Place Neighborhood Association Board of Directors:

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<sup>4</sup> All owners must sign this document

I (We are) am the sole owner(s) of Unit **XX**, Harleston Place, Charleston, South Carolina, 29401. I (We are) am electing to lease this Unit to the following person(s).

Name:

Email Address:

Telephone Number:

Name:

Email Address:

Telephone Number:

In leasing this unit, I (we) certify that:

1. The lease is for at least one year.
2. The tenants constitute a single family as required by the governing documents.
3. The unit is to be used as a single-family residence only.
4. I have provided the tenants with all governing documents including the Covenants, By-Laws, Rules and Regulations and any amendments to the same. Attached is a receipt for those documents from the tenant(s).
5. As owner(s), I (we) remain fully and completely responsible for compliance with all governing documents.
6. Any infraction by the tenants will be the sole responsibility of the owner(s). Any resulting fines or other penalties for infractions of the governing documents will be borne by the owners.
7. A copy of the lease agreement between the tenant(s) and owner(s) is attached hereto.
8. Should the lease be renewed, I (we) will submit a new certification letter.
9. The Harleston Place Neighborhood Association Board of Directors will be made immediately aware of any changes to this lease.

Very truly yours,

X

Owner of Unit

cc: Managing Agent

Attachments:

Rental Lease

Receipt from Tenant acknowledging Tenant has received copies of all current governing document