

26 RP
25 Ruth 3259



BEAUFORT COUNTY SC - ROD
BK 4429 Pgs 2769-2794
2025021469 CAR
05/12/2025 03:09:04 PM
REC'D BY rbing RCPT# 1205178
RECORDING FEES \$25.00

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT) IN THE REGISTER OF DEEDS

**AFFIDAVIT OF ATTORNEY FOR CRESCENT PROPERTY OWNERS' ASSOCIATION, INC.
PURSUANT TO THE SOUTH CAROLINA
HOMEOWNERS ASSOCIATION ACT, S.C. CODE ANN. SEC. 27-30-110, ET SEQ.**

PERSONALLY, appeared before me, DOUGLAS W. MACNEILLE, who, being duly sworn, deposes and states:

1. That he is a citizen and resident of the State of South Carolina.
2. That he is a member in good standing of the South Carolina Bar.
3. That he is a shareholder in the law firm of Ruth & MacNeille, P.A., legal counsel for the Crescent Property Owners' Association, Inc. Association, Inc., a South Carolina nonprofit corporation (herein the "Crescent POA").
4. That he has personal knowledge of the matters contained in this Affidavit and, as to those matters asserted to be on information and belief, he verily believes them to be true.
5. That the Crescent POA is in good standing with the South Carolina Secretary of State.
6. That attached hereto is a true and accurate copy of **"THE CRESCENT POA VISION AND MISSION & COMMUNITY RULES (Rev. May 6, 2025)"**. This document has been duly approved and adopted by the Crescent POA Board of Directors, which has approved the recording thereof by Resolution of the Board adopted at its April 24, 2025 Board Meeting.
7. That Crescent POA is recording this document in accordance with the provisions and requirements of S.C. Code Ann. Sec. 27-30-110, et seq.

FURTHER AFFIANT SAYETH NOT.

(Signature on following page)

RUTH & MacNEILLE, P.A.

By: 

Douglas W. MacNeille Esq.

S.C. Bar # 03520

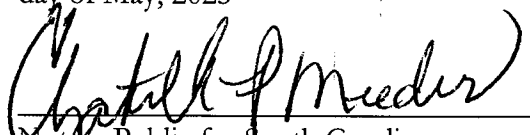
P.O. Drawer 5706

Hilton Head, SC 29938

843-785-4251

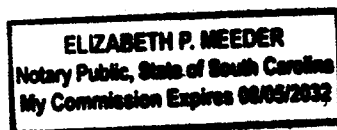
douglas@ruthandmacneille.com

SWORN to before me this 8th
day of May, 2025



Notary Public for South Carolina

My Commission Expires: 08/05/2032



The Crescent

VISION and MISSION & COMMUNITY RULES

ISSUED January 1, 2016

Revised: May 6, 2025

The Crescent POA, P.O. Drawer 5, Hilton Head Island, SC 29938 843-837-2520 Fax 843-837-2521

The Crescent

VISION and MISSION & COMMUNITY RULES

ISSUED January 1, 2016

Revised: May 6, 2025

The Crescent POA, P.O. Drawer 5, Hilton Head Island, SC 29938 843-837-2520 Fax 843-837-2521

TABLE OF CONTENTS

1.	BOARD OF DIRECTORS – VISION AND MISSION	5
2.	CODE OF CONDUCT	4
3.	ENTRY.....	4
a.	Entry	5
b.	Denying – Regulating Access	6
c.	Exemptions	6
d.	Solicitation/Fund Raising	7
	3-A VENDOR & CONTRACTOR RULES AND REGULATIONS	7
	a. ENTRY	7
	b. DECALS-PASSES.....	7
	c. HOURS OF WORK	7
	d. LANDSCAPERS	7
	e. OWNERS' RESPONSIBILITIES	8
4.	VEHICLE DECALS AND PASSES	8
a.	General Rules	8
b.	Renters	8
c.	Family Decals	8
d.	Guest Passes	9
e.	Parking	9
f.	Speeding	9
g.	Motorcycles – Mopeds – Motor Scooters	9
h.	Golf Carts – Low Speed Vehicles (LSV's) and ATV's	10
5.	ANIMAL CONTROL	10
a.	Pet Waste	10
b.	Roaming	10
c.	Nuisances	10
6.	FEEDING WILDLIFE	10

a.	Feeding any Animal	10
b.	Bird Feeders	10
7.	FIREARMS AND FIREWORKS	10
a.	Firearms Definition	11
b.	Prohibition	11
c.	Hunting and/or Target Practice	11
8.	MAILBOX REGULATION	11
a.	Specifications	11
b.	Maintenance	11
c.	Size	11
d.	Color	11
e.	House Member/Owner's Name	11
9.	OPEN HOUSES – HOMES FOR SALE/RENT – TOURS	11
10.	TOYS & PLAY EQUIPMENT	11
11.	USE OF COMMUNITY BULLETIN BOARD	12
12.	SWIMMING POOL	13
13.	POOL PAVILION	14
14.	TENNIS/PICKLE BALL COURTS	14
15.	RESIDENTS' ROOM	15
16.	FISHING	16
17.	ALLIGATORS	16
18.	ARCHITECTURAL CONTROL	16
19.	LEASES	16
20.	GENERAL COVENANTS AND RESTRICTIONS	17
a.	Signs	17
b.	Roads and Driveways	17
c.	Clotheslines	17
d.	Garbage Cans and Equipment	17
e.	Flags	17

f.	Solid Waste	17
g.	Nuisances	18
21.	COMPLIANCE, FINES AND APPEALS	18
EXHIBIT "A": POA LANDLORD/LEASE QUESTIONNAIRE		21

1. BOARD OF DIRECTORS – VISION AND MISSION

Under the Covenants, Conditions and Restrictions for The Crescent (CC&R) The Crescent Property Owners Association Board of Directors is charged with the responsibility of managing the affairs of The Crescent Property Owners Association (POA).

Our vision is that of a community of neighbors working together in a private, voluntary, non-profit association to achieve a higher quality of life and higher property values. We envision a community that is considered by residents and non-residents alike to be a desirable place in which to live and enjoy the benefits of family and friends.

Our mission is to enhance the quality of life in our neighborhood through management of common areas, enforcement of rules and covenants, support of initiatives that strengthen bonds among residents, and investment in capital improvements that benefit the greater good.

In achieving our vision and fulfilling our mission we value honesty, fairness, firmness, equality, common sense, participation, respect, cooperation, and neighborliness in all our actions.

To help fulfill our mission the following policies, rules and regulations which have been adopted over the years have been assembled into a single cohesive document in the following pages. Our aim is to provide a single source for our residents to utilize for information in a variety of areas. This document will require revision from time to time as situations and circumstances arise that require the Board to adopt new policies or promulgate rules. Residents are urged to refer to The Crescent web site @ <http://thecrescent.us/> for the latest version.

2. CODE OF CONDUCT

The following outlines the Code of Conduct that shall be adhered to within The Crescent. Comments and complaints are to be civilly directed to the property manager. All complaints shall be submitted in writing before any action will be taken.

- Residents and their guests shall conduct themselves so as not to jeopardize or interfere with the rights, privileges, and safety of any other person.
- Resident are responsible for the conduct of their guests. Guests will be held to the same standard of conduct as set forth herein for members.
- All residents and guests shall refrain from loud, abusive, profane, indecent language, racial slurs, derogatory remarks or other similarly offensive conduct and shall not accost in a hostile manner any other person(s). Victims of any such offensive actions should report offenders to the Beaufort County Sherriff's Office for their action.
- Residents and their guests shall not compromise the safety of others by their actions.
- Residents will be held responsible for any damage to POA property caused by the resident and/or the resident's guests.
- Any resident who conducts him/herself in an unbecoming manner or who violates a POA Rule or Regulation is subject to disciplinary action and/or fines.
- Any Resident making a false statement or application to the Crescent POA, its Association Management Company, or to the Board of Directors, will be in violation of Section 3 – Code of Conduct. This will result in fines and possible loss of privileges.

3. ENTRY

a. ENTRY

- i. The only authorized entrances to The Crescent are the main gate and the unattended back gate. Only residents with a properly affixed and valid zip tag are permitted access through the back gate and the owners' lane at the main gate. All commercial vehicles and contractors must use the main gate to enter and exit The Crescent.
- ii. The Crescent Property Owners Association (POA) reserves the right to deny admission to any person or conveyance when it considers it to be in the best interest of the residents.
- iii. It shall be the responsibility of the driver of each vehicle driven within The Crescent to insure that no person or items prohibited by POA regulations, federal, state, or local ordinances are transported within The Crescent in his/her vehicle.
- iv. In order to ensure the security of The Crescent, the Security Officer may request individuals desiring entry to produce such identification as may be deemed necessary. The method of using decals or passes serves only to identify the vehicle itself. The driver and any occupant may be identified by other means (personal recognition and/or ID Badge/driver's license).
- v. Vehicles bearing valid state registration and a Crescent decal/pass shall normally be admitted without restriction.
- vi. No guests/visitors will be admitted without prior approval of the resident other than required by law.
- vii. Residents and their dependents will be held responsible for the acts of guests/visitors they authorize to enter The Crescent and will assure that their guests/visitors visit only authorized areas and conduct themselves in an orderly and lawful manner. Any guest of a Crescent resident whose behavior within The Crescent has disturbed the peace or violated any rules or regulations or any state or local ordinance may be cited for the infraction.
- viii. Residents must either call in a pass for their guests or provide a list of their guests by name to the Security Guard.
- ix. Zip tags are available for golf carts, motorcycles, and mopeds.
- b. **DENYING - REGULATING ACCESS** – In the event of an infraction by a guest or contractor, at the discretion of the POA access to The Crescent may be denied.
- c. **EXEMPTIONS** – The following always have unrestricted access into The Crescent though the main gate, with the exception of fire department and EMS responders who also have access through the back gate:
 - i. County, State and Federal law enforcement authorities.
 - ii. Fire Department and EMS
 - iii. Beaufort County officials
 - iv. Private investigator with court order
 - v. Process server as approved by CSC
 - vi. Home Health Care
 - vii. Clergy
 - viii. Funeral homes/hearse
 - ix. Contractors rendering estimates (one free entry)
 - x. Palmetto Electric Company vehicles
 - xi. Beaufort/Jasper Water Authority vehicles
 - xii. Hargray Telephone/Cable TV, Direct and DISH Network vehicles

- xiii. SC Electric and Gas vehicles
 - xiv. US Mail Delivery Vehicles
 - xv. UPS, FedEx, Airborne Express or similar service/delivery vehicles
 - xvi. Real Estate agents with appropriate ID
 - xvii. All charities pick-up and delivery
 - xviii. Moving vans with proper Bill of Lading/Delivery Receipt
 - xix. Newspaper deliveries
 - xx. Pizza/Food delivery vehicles
 - xxi. Florist deliveries
 - xxii. Public or private school buses
 - xxiii. Rental car delivery to resident
 - xxiv. Automobile dealership – resident drop off
 - xxv. Taxi cabs/limo service
 - xxvi. Tow trucks
 - xxvii. Deliveries to and for the golf club
 - xxviii. Individuals providing classes or informational services for The Crescent
- d. SOLICITATION/FUND RAISING
- i. No door-to-door vendors, salesmen or solicitations of any kind are permitted within The Crescent.
 - ii. Mailboxes may not be used for any type of distribution other than the U.S. mail.
 - iii. Distribution of commercial flyers, leaflets, and other forms of solicitation is prohibited.
 - iv. Soliciting may be conducted only by residents for non-profit entities (Boy Scouts, Schools, Health Fund Raisers, etc.) between the hours of 10:00 AM and 08:00 PM. Children under the age of 14 must be accompanied by an adult.

3-A. VENDOR & CONTRACTOR RULES AND REGULATIONS. All vendors and contractors entering The Crescent shall abide by the following Rules and Regulations:

- a. ENTRY. All Vendors and/or Contractors entering The Crescent shall be subject to and shall abide by the rules set forth in Section 3. ENTRY of these Community Rules.
- b. DECALS-PASSES. All commercial vehicles must display either a valid and current Commercial Decal issued by the Crescent Property Owners' Association or a validly issued Guest Pass to a specified Owner's residence in the Crescent.
- c. HOURS OF WORK. Vendors/Contractors are permitted to work in the Crescent only between the permitted work hours of 7:00 AM to 7:00 PM Monday through Friday and from 8:00 AM to 5:00 PM on Saturday. No commercial activity is permitted on Sundays, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, or Christmas Day. The only exception to these restrictions is for emergency repair work.
- d. LANDSCAPERS.
 - Landscape Contractors providing services on Owners' property shall *not* blow leaves or debris onto the Golf Course, onto neighboring Owner's property, or onto Crescent POA property or roads. Landscape Contractors shall be responsible for hauling away all such debris (e.g. trees, tree branches, leaves, grass trimmings, etc.).
 - Landscape Contractors shall not use the POA roads to stage mulch or other items for transfer to Owner's Property.

- Landscape Contractors shall not use Owner Property as storage for their equipment between visits. All equipment must be stored out of sight or removed when not in use.
- e. OWNERS' RESPONSIBILITIES. Owners shall be responsible for Vendor/Contractor adherence to the Regulations set forth in this Section when performing services on an Owner's property.

4. VEHICLE DECALS AND PASSES

a. GENERAL RULES

- i. All vehicles driven within the confines of The Crescent must have a valid state registration and have a permanent valid decal, a guest or restricted pass in plain view.
- ii. All residents (property owners and tenants of such owners of The Crescent must register their vehicles with the POA property management company and display a valid decal.
- iii. All decals will be permanently affixed to the top driver's side outer portion of the windshield as you are looking at the windshield from the front of the vehicle.
- iv. When the vehicle is disposed of or the windshield replaced, the decal should be removed and destroyed or presented to the property management company.
- v. Lost or stolen decals should be reported to the property management company immediately.
- vi. The Crescent decals and passes are the property of The Crescent Property Owners' Association. The Association reserves the right to deny the issuance of a decal or a pass or to remove a decal or pass if it is not used in accordance with the Covenants Codes and Restrictions or the rules and regulations of The Crescent.
- vii. All decals and passes are issued to one specific vehicle. Transferring decals or passes to another vehicle without prior approval is strictly PROHIBITED and may result in suspension or revocation for decal access privileges in The Crescent. Decals are available at the property management office. Call ahead for available hours.

b. RENTERS

- i. No renter decals will be distributed by mail.
- ii. A security deposit of \$100 is required for a rental decal and will be refunded after the Renter no longer resides in The Crescent. In order for renters to receive a refund of their security deposit the renter must return the Renter Decal within 30 days of vacating the rental property.

- c. FAMILY DECALS - Any resident that makes a false statement, or a Resident that assists a resident or non-resident in making the application for a decal or zip tags, will be in violation. This will result in fines and possible loss of privileges.

d. GUEST PASSES

- i. A guest is a person who is invited to visit the home for a social function; not to do paid or unpaid work.
- ii. Guest passes may be issued to visitors for up to fourteen (14) days upon request from a resident.
- iii. Guest passes will only be issued to visitors for a specific non-commercial purpose of visiting a resident.
- iv. The resident will be responsible for their guests' conduct and for any property damage caused by their guest.

e. PARKING

- i. A parked vehicle shall not block passage of a street or a driveway.
- ii. All vehicles on private property must be parked on a paved surface at all times.
- iii. Persons using open space or amenities must park in designated areas.
- iv. Commercial vehicles may be parked on driveways or lots only during the permitted work hours of 7:00 a.m. to 7:00 p.m. Monday through Friday and from 8:00 a.m. to 5:00 p.m. on Saturday. No commercial activity is permitted on Sundays, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, or Christmas Day. Emergency repair work is exempt from these restrictions.
- v. Trailers, boats, campers, recreational vehicles, or utility trailers may be placed temporarily on the paved surfaces of any Homesite only for loading, unloading and cleaning. Parking of boats, campers, recreational vehicles and/or utility trailers on a Homesite is limited to 48 hours. Overnight parking of golf carts and other types of low-speed electric vehicles, as well as all-terrain vehicles and/or other similar types of gasoline or diesel-powered vehicles, unpaved or unpaved surfaces of any Homesite is prohibited.
- vi. Parking of utility and other types of construction trailers on properties undergoing construction and renovation activity are authorized only through a special permit or permission from the POA Security Officer.
- vii. "For Sale" signs on vehicles in The Crescent are prohibited.
- viii. Overnight parking is defined as being between the hours of dusk and dawn. No vehicle shall park overnight on common property, including cul-de-sacs, shoulders of a road or unimproved lots. The POA has authority to tow vehicles from common property that violate these restrictions.

f. SPEEDING

- i. The speed limit in The Crescent is 25 mph unless otherwise noted.
- ii. When approaching the security gates, the speed limit is reduced to 15 mph and yield signs are present at the entrances to the community.
- iii. These limits have been set for the safety of all resident and visitors to the community and shall be enforced. Violators exceeding the speed limit are subject to a warning for a first offense and a fine as may be established by the Board of Directors for any subsequent violations.

g. MOTORCYCLES - MOPEDS - MOTOR SCOOTERS

- i. Motorcycles, mopeds and motor scooters are allowed in the The Crescent from the entry gates to the residential destination only.
- ii. Operators of mopeds must be over 14 years old and possess a valid moped license or driver's license.

h. GOLF CARTS, LOW SPEED VEHICLES (LSV'S) and ATV's

- i. A person operating a golf cart, LSV or ATV must be at least 16 years of age and possess a valid driver's license.
- ii. If an unlicensed driver is stopped by security driving on any road within The Crescent, they will not be permitted to drive the vehicle home, a fine may apply and the Beaufort County Sherriff's Office may be notified.
- iii. Golf carts may only be operated during daylight hours unless equipped operational head lights, taillights and turn signals.
- iv. The driver must have in their possession a current driver's license.

5. ANIMAL CONTROL - Each person who keeps a reasonable number of pets on any Homesite shall abide by the following restrictions, conditions, and affirmative obligations:

- a. PET WASTE - The owner of such pet or pets shall exercise best efforts to not allow the pets to excrete upon any property owned by others. The owner of such pet(s) shall use a scoop or other device to clean up any defecation or solid excrement left by the pet upon POA property, the Golf Course, open space, roadways or any Homesite or any other property within The Crescent.
- b. ROAMING - It is the responsibility of each owner to secure the animal by leash and to maintain control of the pet while out of doors. The use of extensively long pet leashes is discouraged. However, if the owner chooses to utilize this type of device it is expected that the animal will be controlled in such a manner as to respect the private property of others and not be permitted to effectively roam while remaining on a leash.
- c. NUISANCES - No animal shall be allowed to become a nuisance.
 - i. Owners shall exercise proper care and control of animals to prevent them from becoming a nuisance.
 - ii. Any dog, cat, dangerous animal, or other animal running at large may be seized by an animal control officer and transported to the county animal shelter.

6. FEEDING WILDLIFE

- a. Feeding any animal (with the exception of domestic pets) or wildlife which creates a nuisance is prohibited. Initial violations of this prohibition will be issued a warning. Any subsequent violation will be assessed fine of \$500.00.
- b. Bird feeders are permitted up to a maximum of two per Homesite.

7. FIREARMS AND FIREWORKS

- a. FIREARMS DEFINITION - Firearms or other types of weapons includes all firearms of any type, air guns, spring-loaded guns, crossbows, bow and arrow, sling shots or any

other device firing a projectile, arrow or rocket. The forgoing includes, but is not limited to B-B guns, pellet guns, and paint ball guns.

- b. PROHIBITION - With the exception of authorized law enforcement activities or by permit issued to the POA for a specific purpose, the display or discharge of firearms or other types of weapons or fireworks within The Crescent is generally prohibited. However, transporting a firearm or other types of weapons across the POA property to or from the owner's Homesite is permitted.
- c. HUNTING AND/OR TARGET PRACTICE with firearms or other types of weapons, regardless of size, is prohibited. Capturing, trapping or killing wildlife within the properties, except in circumstances posing imminent threat to the safety of persons or pets on the properties is prohibited. Archery (including sling shots) in any form is prohibited on or within 350 yards of any residential property or common property.

8. MAILBOX REGULATION

- a. Specifications for Mailbox Supporting Assembly - Mailboxes should be firmly mounted on 6" x 6" pressure treated posts which must be sunken into the ground two (2) feet through the use of a concrete collar. The post sides that are at 90 degrees to the roadway shall be fluted. The post side that faces the roadway shall be fluted from the point where the supporting corbel joins such post to the base of the post. The mailbox fixture should be 30 ½ inches from the ground and should be installed 12 inches from the paved surface to allow mail vehicles to remain on the hard road surface when delivering mail.
- b. Maintenance - There must be no visible rotting wood on any part of the mailbox post or supporting corbel.
- c. Size - The Crescent mailboxes are standardized, and no substitution is permitted. No oversized mailboxes are permitted.
- d. Color - Paint for the mailbox and supporting assembly is Rustoleum Black – Satin Finish #7777. Paint should not be visibly peeling or chipping.
- e. House Number/Owners Name - Homes shall be identified only by the property owner's surname and house number on the mailbox with vinyl reflective letters and numbers. The font shall be either ARIAL BLACK or HELVETICA BOLD with heights of 1.2 inches and 2.8 inches for the owner's surname and house number, respectively. The House number must be posted on the lower corner of the side of the mailbox nearest the road. The owners name is to be on a name plate mounted atop the mailbox.

9. OPEN HOUSES - HOMES FOR SALE OR RENT - TOURS OF HOMES - Anyone planning one of the above events is required to contact the Property Manager at least one week prior to the event for instructions.

10. TOYS & PLAY EQUIPMENT

- a. All toys must be stored out of sight at the end of the day.
- b. Play Equipment which is installed on any part of the property outside of the dwelling, not structurally permanent in nature, and used for recreation or play, must have approval of the ACC prior to installation. Installation of this type of equipment on properties adjacent to the golf course requires written approval from the golf course. An application form is available on the Crescent website under ACC Forms -Smart Web Forms. The form must be completed in full with all requested information with

golf course consent attached where applicable. There is no application fee. Such play equipment includes but is not limited to:

- i. A single portable basketball backboard and hoop per property. Multiple pieces of such equipment are not permitted. Fixed or permanently installed units are prohibited.
 - ii. Swing sets
 - iii. Gym set
 - iv. Slide or teeterboard (seesaw)
 - v. Trampoline
 - vi. Soccer goal set
 - vii. Volleyball net and court
 - viii. Badminton net and court
 - ix. Horseshoe court
 - x. Sandbox
- c. Play equipment color must blend in with nature. Natural finish or earth-toned components are preferred. Bright color metal, plastic or fabric components will not be approved.
 - d. Excluding basketball backboards and hoops, the location for play equipment is in the rear yard directly behind and as close as possible to the house. The property owner shall take into consideration proximity to adjacent neighbors' living, view and recreational areas relative to the type of play activity which will result.
 - e. Tree houses and any equipment mounted or attached to trees are prohibited.

11. USE OF COMMUNITY BULLETIN BOARD - The Crescent Property Owners' Association maintains a Bulletin Board at the main entrance in order to notify residents of emergencies, upcoming events and important information.

- a. Information to be posted must be for the community-at-large. The bulletin boards are not to be used for closed functions or meetings.
- b. The Community Bulletin Board may be used for:
 - i. Emergency announcements (flooding, hurricane preparedness, etc.).
 - ii. Announcements of meetings, special events, and activities that occur throughout the year, on a regular monthly basis as space allows.
 - iii. Cancellations, changes in time or date of various meetings, events, or activities that cannot be announced effectively due to timeliness.
 - iv. Whenever possible, messages must be submitted to the Communication Officer at least 15 days in advance of posting.
 - v. All requests are to be approved and may be edited by the Communication Officer or designee.

AMENITY RULES

Use of POA property and amenities is at the user's personal risk. The POA is not responsible for injury or other damages as a result of the use of POA property or amenity by any user. Users assume the responsibility of ensuring their safety and that of their family and guests. To use these amenities, residents must be in good standing with the POA. The amenities cannot be used for personal or business profit, commercial purposes, fund raising or religious

services/classes and no form of advertising (e.g. TV, radio, newspaper, Internet, or mailers) may be used to invite the general public to an activity at any POA amenity.

12. SWIMMING POOL

- a. **THERE IS NO LIFEGUARD ON DUTY AT ANY TIME. USERS ASSUME ALL RISK ASSOCIATED WITH THE USE OF THIS AMENITY**
- b. The POA has installed appropriate signs, a self-locking gate, emergency telephone, a first aid kit (per South Carolina DHEC Rules and Regulations) and a defibrillation unit that is available to pool users.
- c. The pool facilities may be used by The Crescent residents (property owners and tenants) and guests when accompanied by a resident.
- d. Exclusive use of the swimming pool for private parties is not permitted.
- e. Maximum number of swimmers allowed is 125
- f. The pools are open from April 1 to October 31 from 8:00 AM to sunset.
- g. The pools cannot be used for personal profit or commercial purposes.
- h. Smoking is prohibited anywhere inside the gated pool and pavilion area.
- i. Audio equipment must be used with earphones unless prior written approval is granted by the POA Board
- j. Bikes, skateboards, scooters, skates, etc. are not allowed anywhere inside the gated pool and pavilion area.
- k. All pool users must adhere to a proper code of conduct when in the facility. It includes, but is not limited to:
 - i. No animals or pets are allowed inside the gated pool & pavilion area
 - ii. Glass of any kind is not allowed within the gated pool & pavilion area
 - iii. Alcoholic beverages and food are prohibited in the pool
 - iv. No persons under the influence of alcohol or drugs should use the pool
 - v. Children under 16 years of age are not allowed to swim without adult supervision (per DHEC Rules & Regulations)
 - vi. Children must be 3 years or older and be toilet-trained in order to use the main swimming pool
 - vii. Children in diapers must wear waterproof pants and are limited to using the kiddie pool
 - viii. All person should shower before entering the pool.
 - ix. There should be no solo swimming.
 - x. No diving is allowed
 - xi. No running, boisterous or rough play in the pool or pool area.
 - xii. No spitting or blowing nose in the pool.
 - xiii. Persons with diarrheal illness or nausea should not enter the pool
 - xiv. Persons with skin, eye, ear or nasal infections should not enter the pool
 - xv. Persons with open lesions or wounds should not enter the pool
 - xvi. All trash must be removed by the user or placed in the trash receptacles.
- l. In case of emergency in the pool, lifesaving equipment is located near the pergola and an emergency phone is located on pavilion wall.
- m. The certified pool cleaning operator is posted in the pool area.

13. POOL PAVILION

- a. Operation and maintenance of the pool pavilion is the responsibility of The Crescent Property Owners' Association (POA) under the direction of the Board of Directors. This facility is maintained for the exclusive use of the POA, residents (owners and tenants) and their guests.
- b. POA programs, meetings, and activities shall have precedence over any use of POA facilities.
- c. POA clubs/groups/organizations shall have precedence over reservations by individuals.
- d. No event may be scheduled on holidays or over holiday weekends and all events must conclude by 10:00 PM.
- e. During peak pool season (May 1 through September 30) all approved events may be held only between the hours of 6:00 PM and 10:00PM. Children's parties for those 12 years of age or younger are not subject to this limitation.
- f. The pavilion may be used for "instructional purposes" for residents when approved by the POA Board. Such events are expected to be self-supporting where the cost of such instruction will be borne by those attending the event.
- g. Residents may reserve the pavilion, when available, for private, non-commercial parties and events.
 - i. The reservation request form must be submitted to and approved by the property management company at least 10 days in advance of the party/event
 - ii. The facility security deposit must be made when the reservation request form is submitted. Otherwise, no consideration will be given to the request
 - iii. No party/event may last for more than four (4) hours and only one (1) event per day is permitted
 - iv. Once the reservation is approved, the resident must post a notice of the event on the bulletin board at the pavilion 48 hours prior to the event
 - v. The resident must provide the Security Guard at the front gate with a list of outside guests 48 hours prior to the event
 - vi. No more than 20 outside guests are permitted. Family members are not counted in this number
 - vii. Resident must be available for delivery of any rental equipment for the event and assure that all equipment is removed at the conclusion of the event.
 - viii. Parent(s) must attend & supervise any event for minors. When events include children 12 years of age or under, an adult to child ratio of 1:5 must be observed
 - ix. The POA is not responsible for any injury, damage, or loss caused by or to anyone attending the event or equipment used at the event.
- h. At the conclusion of the event the resident or reserving group is responsible for:
 - i. Placing all chairs and tables in their normal positions
 - ii. Collecting and removing from the premises all trash generated from the event.
- i. Failure to observe all rules and regulations may result in the property owners or resident's loss of the deposit, denial of future use of the facilities or other penalties as determined by the POA Board.

14. TENNIS/PICKLE BALL COURTS

- a. The courts may be used by residents and guests when accompanied by the resident.

- b. Proper attire and shoes must be worn at all times. Hard soled shoes or running shoes are not permitted.
- c. Skates, bicycles, skateboards, roller blades, etc. are not permitted on the courts.
- d. Tennis and pickleball courts may be reserved through the Signup Genius app available when Resident has signed into the Crescent website. See the "Court Sign Up" tab. Courts can be reserved for 2-hour time blocks; exceptions can be made for special events (i.e. community gathering, League play). When courts have not been reserved, they are available on a first-come, first serve basis.
- e. Rules as posted on site should be followed.
- f. When finished playing all trash is to be placed in trash can outside the gated courts.

15. RESIDENTS' ROOM

The provisions of the Golf Covenants Article IV, Section 4.03, "Association Room" (herein the "Residents' Room"), leads the following conclusions:

- 1). THE CRESCENT POA HAS FULFILLED ITS AGREEMENT IN THE COVENANTS BY PAYING THE GOLF OWNER THE REQUIRED RESIDENTS' ROOM ASSESSMENT AND, THEREFORE, THE GOLF OWNER IS OBLIGATED TO FURNISH AND MAINTAIN A "RESIDENTS' ROOM" FOR THE POA.
- 2). THE ABOVE STATED SECTION 4.03, DOES NOT GRANT THE GOLF OWNER ANY RIGHT TO THE USAGE OF THE "RESIDENTS' ROOM".
- 3). THE ABOVE STATED SECTION 4.03 DOES NOT IN ANY WAY LIMIT THE HOURS OF USAGE OF THE "RESIDENTS' ROOM."

Therefore, the following Rules for the usage of the "Residents' Room" are in effect:

- A). Any POA member may reserve the "Residents' Room" by going to the Crescent Website and Checking the Calendar to see if your date and time is available. If it is available, continue to fill out the application and submit. You will be notified by ASM (usually within 24-48 hours) that you are correctly scheduled. If you do not have access to the website you may use the attached form and submit it to Crescent@atlanticstatesmanagement.com at least 10-14 days prior to the requirement.
- B). The Residents' Room cannot be reserved by/for outside people, organizations or for commercial events.
- C). No smoking is allowed inside the Residents' room.
- D). No exercise classes are allowed in the Residents' Room
- E). If the event will be having food/beverages (i.e. Wedding, Anniversary, Birthday or similar event) a \$60 Cleanup deposit will be required.
- F). The Resident must give the Front gate a list of all outside guests at least 48 hours in advance of the event.
- G). The Residents' Room must be left clean and returned to its proper position at the end of the event.

H). Since we feel that it is of mutual benefit to assist the Golf Owner and its Food Service, if either party wishes to use the room, they should submit the Residents' Room Reservation form attached hereto as Exhibit "B" to Crescent@atlanticstatesmanagement.com at least 10-14 days prior to an event and we will do everything possible to accommodate the request.

I). Keys for the Residents Room are available at the Guard House and must be signed IN and OUT.

16. FISHING - Fishing is not permitted within the Crescent.

17. ALLIGATORS

- a. It is unlawful under SC ST SEC 50-11-750 for any person to feed or entice with food any American alligator (*Alligator mississippiensis*), except those persons feeding alligators maintained in protective captivity under a permit issued by the department pursuant to Section 50-15-50 for education, scientific, commercial, or recreational purposes; or department personnel, persons licensed, or otherwise authorized by the department, or county or municipal animal control personnel when relocating alligators by baiting or enticement. Any person violating the provisions of this section is guilty of a misdemeanor and, upon conviction, must be fined in an amount not to exceed two hundred dollars or imprisoned for not more than thirty days.
- b. Alligators are natural to this environment and caution is urged on any portion of The Crescent as they are potentially dangerous. Nuisance and aggressive alligators shall be harvested under a permit issued by the Department of Natural Resources.

18. ARCHITECTURAL CONTROL

- a. The Architectural Control Committee (ACC) is charged with the responsibility to review and approve any proposed installation, construction, or alteration of any Structure on any Homesite.
- b. Any and all changes to the exterior of a home or the Homesite upon which the home is situated (including landscaping changes, fence construction, tree removal driveway alterations and painting) require ACC review and approval.
- c. Repainting and reroofing require ACC approval even if the same colors are used.
- d. Upon receipt of all required forms and information the ACC is required to take action on any plans and specifications submitted within 30days.
- e. Approvals of modifications are generally valid for a period of six months and all work should be completed within that time frame.

19. LEASES

The Declaration of Covenants, Conditions and Restrictions or the Crescent dated March 9, 1999 (the "Covenants") in Article XII, LEASES, sets forth specific requirements for an Owner intending to release his Homesite or any portion thereof. The Association, acting through its Board of Directors, has the right to promulgate rules and regulations in accordance with the provisions of Covenants § 4.08 "Rules and Regulations" and to provide for the Enforcement of the Covenants and Rules and Regulations in accordance with Covenants § 4.09 "Enforcement".

In order to efficiently facilitate the requirements of Covenants § 12.02 "Notice and Regulation" Association Board of Directors has adopted the following **"POA Landlord/Lease Questionnaire"** to be completed and signed by each adult Tenant household member who will occupy all or any portion of the Owner Homesite or Unit pursuant to a Lease with the Owner. The POA Landlord/Lease Questionnaire must be completed and signed by each adult Tenant and submitted to the Board of Directors along with a copy of the proposed Lease pursuant to the provision of Covenants § 12.02.

LANDLORD/LEASE QUESTIONNAIRE FORM

Attached hereto as **EXHIBIT "A"**

Covenants § 12.02 provides further that, in the event of noncompliance with these requirements, the Board of Directors shall have the right to impose fines constituting a lien upon the Homesite being leased therefore, the Board as established a Fine in the amount of \$500.00 for an owner's Violation of Covenants § 12.02 - LEASES or the requirements to provide the POA with a completed and signed POA Landlord/Lease Questionnaire.

20. GENERAL COVENANTS AND RESTRICTIONS

- a. SIGNS – No sign whatsoever, including but not limited to commercial and similar signs shall, without the ACC's prior written approval, be installed on any Homesite.
- b. ROADS AND DRIVEWAYS – No road or driveway shall be constructed or altered on any Homesite without prior written approval of the ACC.
- c. CLOTHESLINES – Clotheslines are not permitted.
- d. GARBAGE CANS and EQUIPMENT – All equipment and garbage cans shall be kept in a garage, service yard or screened by adequate planting so as to conceal them from view by neighboring residences and streets.
- e. FLAGS.

The following Flags are not permitted to be displayed in the Crescent Community: Political Flags and Signs. The exterior display of political flags on homesites, including garden flags or from vehicles, is *prohibited* in the Crescent Community. "Political Flags and Signs" is defined as, "flags, banners, signs, displays, etc. that endorse or oppose specific political parties and/or their candidates, attack or target persons or groups based upon their race or nationality, or are otherwise controversial and likely to spark political division, disputes and/or altercations in the Crescent Community."

- f. SOLID WASTE
 - i. No rubbish, garbage or any other form of solid waste shall be dumped on any Homesite or on Common Property.
 - ii. Except for building materials employed during the course of construction no lumber, metals, bulk materials or solid waste of any kind shall be kept or stored on any Homesite unless screened or otherwise handled in a manner approved by the ACC.
- g. NUISANCES – No noxious or offensive activity may be carried on upon any Homesite nor shall anything be done thereon which may be or may become and annoyance or nuisance to the community.

21. COMPLIANCE, FINES AND APPEALS

In order to seek compliance with these rules and regulations, the Board of Directors has adopted a fine schedule, which may be administered once a notice of violation or warning has been presented to the offender. The right to appeal any violation is available for any sanction, penalty or warning. Such appeal may be presented to the Property Manager for review with the POA Board of Directors. In the event the matter has not been successfully addressed, a panel, consisting of three Board Members shall review the circumstances surrounding the offense and/or appeal for further disposition.

The Board of Directors may seek legal action in order to enforce these Rules and Regulations. Suspension of Membership and/or denial of Guest Passes may be voted on by the POA Board for continued violations of the Covenants, By-Laws or Community Rules and for non-payment of Fines and/or Assessments.

The Crescent Fine Schedule

ACC VIOLATIONS

Fining Schedule	Remediation Period	Violation Fine Amount
1 st letter	Specific given time to remediate	No fine in the first letter
2 nd letter	14 days to remediate	\$75.00 per violation
3 rd letter	14 days to remediate	\$150.00 per violation and possible gate transmitter deactivation

All ACC violations that are not corrected or remediated within the stipulated time period will receive a \$75.00 fine per violation. Gate Transmitters can and will be deactivated as a consequence of reoccurring violations. The fees listed above are subject to change on the sole discretion of the Board.

Type of Violation	Amount of Fine
Unauthorized Modification done to the Exterior of the home.	Minimum \$100 - Can be increased at discretion of the POA Board
Damage to any Common Property except as specified below. This includes, but is not limited to: <ul style="list-style-type: none">• Gate arms• Gate system	\$250.00 + Cost to repair damage

Type of Violation	Amount of Fine
Unapproved tree removal	\$250.00 per tree
No boat and boat trailer, trailers of any kind, motor home, mobile home, school bus, commercial vehicle, camper, habitable motor vehicle over one (1) ton capacity, exceeding twenty-four (24) feet in length shall be permitted on any home site more than 48 hours.	1 st Offense – Warning; \$250.00 per offense thereafter
Overnight parking of golf carts and/or other types of low-speed electric vehicles, as well as all-terrain vehicles and/or other similar types of gasoline or diesel-powered vehicles, on paved or unpaved surfaces of any Homesite is prohibited.	1 st Offense – Warning; \$250.00 per offense thereafter
Vehicles and equipment described above, but which are less than twenty-four (24) feet in length, may be permitted on other than a temporary basis if stored within the garage with garage door closed.	1 st Offense – Warning; \$250.00 per offense thereafter
No vehicles of any type whatsoever shall be permitted to park on the streets of the development on a permanent basis.	1 st Offense – Warning; \$250.00 per offense
Gate access violations	1 st Offense – Warning; \$250.00 per offense
Unleashed/Roaming Dogs	1 st Offense – Warning; \$250.00 per offense thereafter
Dumping Debris on a Homesite or on Common Property	\$250.00 fine plus \$25.00 per day it isn't cleaned up after notification
Feeding Wildlife (excluding maximum of 2 bird feeders per home)	1 st Offense – Warning; \$500.00 per offense thereafter
Depositing any substance into storm drains or lagoons	\$500.00 per offense
Damaging roads, curbing and storm drains	\$500.00 + Cost to repair damage
Violations of firearms and hunting rules	1 st Offense – Warning; \$500.00 per offense thereafter

Type of Violation	Amount of Fine
Flag Violation	1 st Offense – Warning; \$150.00 per offense thereafter
Violation of Covenants § 12.02 - LEASES or the requirements for completed and signed POA Landlord/Lease Questionnaire	First Offense – Warning; \$500.00 per offense thereafter
Violation of Code of Conduct §3.	First Offense – Warning; \$500.00 per offense thereafter
Making a false statement or application to the Crescent POA or its Management Company, or to the Board of Directors.	\$500.00 per offense and possible loss of privileges.
Any Resident that makes a false application or a Resident that assists a Resident or non-Resident making the application for a decal or zip tag.	\$500.00 per offense and possible loss of privileges.
General Violations of Vendor & Contractor Rules & Regulations	1st Offense – Warning; \$500.00 per offense thereafter
Working Hours Violations by Contractors/Vendors and/or Owners	1st Offense – Warning; \$500.00 per offense thereafter
Repeated Violations by Landscape Contractors and/or Other Contractors	In the case of <i>multiple</i> (two or more) violations by <i>Landscape</i> Contractors and/or Other Contractors, The Crescent POA and/or the Crescent ACC, in addition to the warnings and fines set forth above, and <i>in its sole discretion</i> , shall be authorized to ban Landscape Contractors and/or Other Contractors from the Crescent community for either a specified period of time or indefinitely.

POA Landlord/Lease Questionnaire

Property/Address: _____ Date: _____

Household Information: Complete the following information for each household member that will occupy the unit at time of move-in:

Name (Last, First, MI)	Relationship to the Head of Household	Sex (M/F)	Birth Date (mm, dd, yyyy)	Student (Y/N)	Social Security Number (Last 4 -XXXX)

Current Address:		
Primary Phone:	()	Alternate Phone: ()

Household Information (continued)

1. Will anyone else live in the unit on either a full-time or part-time basis, such as children temporarily absent, children in a joint custody arrangement, children away at school, unborn children, children in the process of being adopted, or temporarily absent family members?

☐ Yes ☐ No

If YES, explain _____
2. Do you expect the number of household members to change in the future?

☐ Yes ☐ No

If YES, explain how many members will be added or reduced, and when that change will take place.

3. Have any of the household members used names or a social security number other than the names and numbers used above? ☐ Yes ☐ No

If YES, explain _____

4. Are any or ALL members of the household full-time students? ☐ Yes ☐ No

If YES, explain _____

5. Have you or any member of your household ever been convicted of, plead guilty to or been placed on probation for any crime? ☐ Yes ☐ No

If YES, provide the nature of the crime(s): _____

Date: _____ State: _____ City: _____

County: _____

Are any of the above convictions a felony? ☐ Yes ☐ No If YES, Please explain _____

Are you or any members of your household subject to a lifetime registration requirement under a state sex offender registration program? ☐ Yes ☐ No If YES, Please explain _____

Are there any criminal charges pending now? ☐ Yes ☐ No If YES, please explain _____

6. Have you or your spouse/co-applicant ever been evicted or otherwise involuntarily removed from rental housing due to fraud, non-payment of rent, failure to cooperate with recertification procedures, or for any other reason?

☐ Yes ☐ No

If YES, explain _____

7. Have you ever filed or are you currently filing for bankruptcy? ☐ Yes ☐ No

If YES, give reason _____

Date of filing: _____

15. Do you or any other household member expect any change in income in the next 6 months? ☐ Yes ☐ No

16. Do you or any other household member have a pet ☐ Yes ☐ No

Dogs limit two (2) weight of either dog not to exceed 25 pounds.

Do you or anyone listed above own a vehicle?

Vehicle Identification:		
1.	License #: _____	State Issued: _____ Make/Model/Year: _____
2.	License #: _____	State Issued: _____ Make/Model/Year: _____

Lease: Failure to answer any question truthfully may lead to the POA commencing eviction proceedings.