



Hammond Hill Villas Homeowners Association, Inc.
North Augusta, SC

hammondhillvillas.org

[Revised September 28, 2026]



Hammond Hill Villas Homeowners Association, Inc.

36 Pheasant Court

North Augusta, S. C. 29841

Welcome to our neighborhood!

Hammond Hill Villas is the premier townhome community located in the heart of the city of North Augusta. From your home, walk or bike to Riverview Park and North Augusta's popular Greenway. Hammond Hill Villas is also adjacent to one of the state's top tier elementary schools and in the school district for Paul Knox Middle School. It is a beautiful and quiet neighborhood with a private community pool. Safety and security are taken seriously here. We have in place 24/7 video recording of vehicles entering our neighborhood, and we continue to expand our range of areas within our community that are covered by security cameras.

In this booklet you will discover the Rules and Regulations, Covenants and other policies that govern our neighborhood. Please become familiar with them. By doing so you will help us maintain the quality of life in Hammond Hill Villas and the property values of our homes.

This booklet has been prepared for all those who have an interest in caring for our community – Property Owners, both resident owners and non-resident owners, and Resident Tenants. Our association board members are elected by the property owners and serve without compensation. There are opportunities available for owners and tenants to provide volunteer service to our neighborhood. If you are interested, let us know! The primary contact address for the HOA board is hammondhillvillas@gmail.com.

Once again, welcome home!

Hammond Hill Villas Board of Directors

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Checklist for new Property Owner

- [] Send an email to hammondhillvillas@gmail.com requesting access to your owner online account and provide your contact information.
- [] If you are a Non-Resident Owner, provide the HOA with your physical mailing address so that official notifications can be mailed directly to you.
- [] If you are a Non-Resident Owner, provide the contact information for the property manager who will be handling the leasing of your townhome, and the contact information for any current tenants.
- [] If you are a Resident Owner, register your vehicle(s) at www.hammondhillvillas.org.

Checklist for new Resident Tenant

- [] Send an email to hammondhillvillas@gmail.com and provide your contact information including the address of the townhome you are leasing.
- [] Register your vehicle at www.hammondhillvillas.org.

Hammond Hill Villas Homeowners Association, Inc.

Rules and Regulations **[Revised February 19, 2024]**

Association members must work together to maintain Hammond Hill Villas as a premier townhome community in the heart of North Augusta. By doing so, members maintain and improve their property values and create a beautiful neighborhood in which to live. The Declaration of Covenants, Conditions and Restrictions, the corporate By-laws, and these Rules and Regulations govern the acts of all members, their resident tenants and guests.

Section 1. Behaviors

Residents must respect each other's privacy and security. No loud noise or disruptive activity will be tolerated. Any ongoing problem should be reported to the Board of Directors. If the disturbing situation persists or if a civil court action is necessary (i.e. Restraining Order), police intervention may be solicited.

Section 2. Building Exteriors

All townhouses will conform to the Covenant guidelines which state that "all owners shall maintain the exterior appearance of their units consistent with its original development" and further clarified as follows:

- a) All windows shall be in the original bronze color and the original style or as close to the original color and style as possible if the appropriate window model by the original manufacturer is unavailable. Approval of the Architectural Control Committee (ACC), prior to the purchase and installation, is required.
- b) All storm doors shall be the original bronze color and the original style or as close to the original color and style as possible. Approval of the ACC, prior to the purchase and installation, is required.
- c) "No window fans or window units of any type may be placed in any front or side windows."
- d) "All units must have wooden shutters, blinds, or lined drapes, white or neutral in color, in all front and side windows."
- e) Plants, flowers, flags, and statues must be in good taste and maintained with care.
- f) Hoses, toys, ice chests, bicycles, etc. must be stored after use, preferably in an area not visible from any internal streets.
- g) Paint on building exteriors, gutters, and downspouts must be the approved HHV gray paint product (Sherwin-Williams in North Augusta carries the paint). All front doors shall be the same color according to the court color scheme.

Section 3. **Fences**

Before a fence is constructed on a lot within Hammond Hill Villas, a plan must be submitted by the owner of the lot to the Architectural Control Committee showing the proposed placement of the fence along with a description of fence materials and design. Upon receipt of these documents the Architectural Control Committee will review the improvement request and notify the owner of the committee's decision as to whether the fence has been approved or not approved. Please keep in mind the following guidelines when submitting plans to the ARC: 1) a fence must be no less than six feet from the rear property line, 2) a fence for end units must be no less than six feet from the side property line (a fence may be erected on the property line which is common to a middle unit), 3) shadow-box style fencing is preferred but the ARC will consider additional styles, and 4) the fence must be no taller than six feet and no shorter than four feet in height, and 5) a wooden fence must be painted with the approved HHV grey paint product.

Section 4. **Grounds**

A contractor hired by the Association performs the ground maintenance. Trees and permanent plantings should not be removed without the approval of the Board. Gates must be left unlocked for lawn care, and pets kept inside the owner's townhouse.

The Association maintains the pool. It is available to all members in good standing. No alcohol, no smoking, and no glass is allowed on the pool grounds. Children under the age of 14 must be accompanied by an adult. No diving is allowed, and there is no lifeguard on duty. Swim at your own risk. Please read and abide by all rules posted at the pool. Violators will be reported to local authorities.

Section 5. **Pool Access**

USE AND ACCESS BY RESIDENTS. The community pool is for use by resident owners and resident tenants of Hammond Hill Villas. There is a limit of two guests per resident.

RESIDENT OWNERS. Resident owners with past due balances over \$300 will not be allowed access to the pool unless they are current with a board approved payment plan.

NON-RESIDENT OWNERS. The community pool is not for use by non-resident owners. Access codes to the pool entrance gate will not be provided to non-resident owners.

RESIDENT TENANTS. Resident tenants will be provided access to the pool provided the board has on file the tenant's contact information including the tenant's name, townhouse address, an email address and phone number. [A Resident Tenant Contact Information form is attached for use by non-resident owners, or the owner may send an email with the tenant contact information to hammondhillvillas@gmail.com.]

ACCESS CODE. The four-digit, numerical access code will be sent by email to resident owners and resident tenants based on the most current contact information available to the board. The access code will be changed at random, and each time the code is changed resident owners and resident tenants will be sent an email with the new access code. At the end of the pool season when the pool is closed for the year, all access codes will be turned off.

Section 6. Garbage and Trash Collection

a) Household garbage (secured in plastic bags) and cardboard boxes must be placed inside a dumpster located in the designated collection area. If a dumpster which is designated for recyclable items is available, the cardboard boxes must be placed in the designated dumpster.

b) Residential trash consisting of yard waste such as plant and tree trimmings, grass clippings, hedge clippings, leaves and small tree branches must be placed in the area designated for yard waste in the collection area. No other items of household trash are permitted in the collection area.

c) Items of household trash which are not permitted in the collection area such as appliances, furniture, TV's and the like including refuse generated by contractors or property owners for new construction or remodeling, must not be placed on a lot or the common area, but must be transported to available city or county collection areas outside of the Hammond Hill Villas community.

d) The drive-in gate at the collection area is for the exclusive use of the City of North Augusta. The walk-in gate is for the use of residents of Hammond Hill Villas to bring in permitted items.

e) The HOA will install and maintain video surveillance of the collection area. The HOA will seek prosecution of non-residents trespassing on the HOA's private property and illegally dumping garbage or trash.

f) Property owners are responsible for the acts of their resident tenants and guests including the tenant's and guest's adherence to the rules regarding household garbage and trash collection.

g) Fines will be levied against the property owner for violation of these rules by the property owner, the property owner's tenants or guests in accordance with the current Policy on Penalties and Fines. In the event that a property owner fails to remedy a violation of these rules within ten (10) business days after receipt of written notice from the Association, the Association:

- 1) for a first offense will issue a warning;
- 2) for a second offense will levy a fine of \$100;
- 3) for a third or more offense will levy a fine of \$250.

h) In addition to the fine the cost to correct the violation may be added if applicable.

Section 7. Vehicles and Parking

Each townhouse owner has two exclusive parking spaces, as close as is reasonably possible to the townhouse. These spaces may or may not be adjacent to one another, as some of the

parking areas are not sufficient to allow each owner two spaces directly in front of their lot. Please work in a neighborly fashion with other residents to respect each other's rights. Visitors and guests may use unmarked parking spaces.

Boats and/or trailers must not be parked on any lot or on any of the common areas in Hammond Hill Villas.

The posted speed limit for the neighborhood is 15 mph and should be observed while driving as the Association's streets and parking areas are under police jurisdiction.

The Association requires resident owners and resident tenants to register their vehicles with the Association and/or the Association's contractor responsible for video surveillance of the common areas. Residents may also register one or more vehicles owned by family members or guests that frequently visit the resident.

Parking spaces provided by the Association as part of the Common Area are exclusively for private passenger type vehicles. Overnight parking of commercial vehicles in Hammond Hill Villas is prohibited.

Vehicles in unmarked spaces that are stationary for extended periods of time or without a current tag registration, and vehicles that are improperly parked in numbered spaces reserved for residents are subject to being towed by a towing service approved by the Association at the vehicle owner's expense.

a) Prior to towing vehicles in unmarked spaces, after determining that the vehicle is not registered with the Association, the Association will have placed on the vehicle for a minimum of 48 hours a notice that the vehicle is subject to being towed.

b) Prior to towing vehicles in numbered reserved parking spaces, the resident owner or resident tenant for whom the parking space is reserved shall place on the driver's side windshield a notice in a form prescribed by the Association, and email to the Association a picture of the notice placed on the vehicle along with a picture of the vehicle license plate. The Association will determine if the vehicle is registered with the Association, and, if registered, will attempt to contact the owner to have the vehicle moved. If the vehicle is not registered with the Association, or a registered vehicle is not moved within a reasonable period of time, the towing service will be contacted and asked to remove the vehicle at the owner's expense.

Section 8. Pets

Residents are encouraged to call and report to the City of North Augusta the sighting of dogs roaming the neighborhood unleashed, or cats behaving aggressively toward owners or the owner's pet. A city ordinance requires that dogs and cats within the city must be on a leash when not inside the owner's home or fenced yard. Aggressive breeds including but not limited to Pit Bull Terriers and Rottweilers are prohibited in Hammond Hill Villas.

The Association has a trap that is available for use by residents which is designed for small animals such as cats, small dogs, racoons, possums, etc. The trap may be borrowed from the Association for use on the owner's private property, but must not be placed by the borrower in the Association's common area.

Residents are encouraged to report to the Association the sighting of fecal droppings from resident's pets if the pet's owner does not clean up the area. A picture or video of the pet with or without the owner in view may be submitted to the Association anonymously.

The Association supports the efforts of local non-profit organizations and our residents operating rescue programs within the Hammond Hill Villas neighborhood for non-aggressive feral or community cats, however, residents are discouraged from feeding feral or community cats.

Section 9. Collection of Assessments and Other Charges

AMOUNTS PAYABLE TO THE ASSOCIATION include, but are not limited to, regular assessments, special assessments, rule enforcement fees, repairs to the common area that are an owner's responsibility, collection fees, legal fees, interest and late charges and other costs associated with the collection of funds on behalf of the Association.

PAYMENT SCHEDULE. The annual assessment may be paid monthly in twelve (12) equal installments due on the 1st day of each month beginning on January 1st. Any monthly installment payment not paid by the 20th day of the month will be considered past due. If the annual assessment is paid in full no later than January 31st, late charges or interest for the month of January will be waived, and the assessment may be reduced by an amount equal to twelve times the monthly installment discount for online payments, however, the convenience fee for payments made by credit or debit card will apply.

ONLINE PAYMENTS. Provided that the owner's account is current and the monthly installment payment is paid by the 10th of the month in which it is due, the monthly installment payment may be reduced by \$25.00 per lot when the payment to the Association is made by electronic funds transfer (Echeck) to the Association's bank account from Owner's bank account using the Association's online payment system. Owner will be charged a convenience fee when payment is made by credit or debit card. [Note: Discount does not apply to a Board approved payment plan.]*

LATE FEES, NSF AND INTEREST CHARGES.

a) Any monthly installment payment not paid by the 20th of the month in which it is due and any owner account with an outstanding assessment balance on the 20th of the month shall incur a late charge of twenty-five dollars (\$25.00).*

b) If a monthly installment remains unpaid thirty (30) or more days after the due date, the annual assessment or any remaining assessment balance shall bear interest at the rate of 6% per year.

c) A \$35.00 NSF (Non-Sufficient Funds) charge will apply to any returned check or online payment

ORDER OF CREDITING PAYMENTS. Payments received shall be first applied to assessments, collection expenses, then to the oldest of late charges, interest, and legal fees owed in that order.

PROCESS FOR DELINQUENCY NOTIFICATION. For all balances that are not paid within twenty (20) days of the due date, the following notification process applies**:

LATE NOTICE. A notice of past due amounts including any late charges or other charges will be sent to an owner on or after the 21st day of the month. This notice may be sent electronically or by first class mail.

30 DAY DEMAND – 1st Notice

A demand for payment will be sent to an owner whose balance is three hundred dollars (\$300.00) or higher on the 30th day of any month. The notice will be sent by first class mail, and recite intent to initiate legal proceedings if the account is not brought current within thirty days.

30 DAY DEMAND – 2nd Notice (Board Approved Pay Plan Offer)

If an account is not brought current 30 days after the 1st notice, a 2nd notice will be sent by first class mail and offer a board approved payment plan which will be designed to bring the account current by the end of the assessment (calendar) year. To determine the monthly installment offered, the total amount due must include the full annual assessment balance (no discount) and all other past due balances then divide by number of months remaining in the current calendar year. A board member will attempt to contact the owner.

30 DAY DEMAND – Final Notice

A demand for payment in full including the total amount due for the current annual assessment, any special assessment, late fees and other charges owed will be sent by first class mail to an owner who has not responded to the 2nd notice or who fails to make the board approved monthly payment in a timely manner. The notice will recite intent to initiate legal proceedings if the outstanding balance is not paid within thirty (30) days. If the owner does not respond to the demand letter by paying the amount due, then a lawsuit will be filed. Legal actions include but are not limited to filing a lien against the owner's property, pursuing a personal judgment against the owner and foreclosing the lien against the owner's property. A board member will attempt to contact the owner.

TRANSFERS OF OWNERSHIP. The board prefers that the annual assessment balance due for the subject townhouse (without discount unless paid by January 31st) be collected from the new owner at the real estate closing. The option to pay in monthly installments would then begin in the following year for the new owner. However, exceptions may be made which allow the new owner to begin monthly installments in the current year. [Upon learning of a listing or pending sale, this information should be provided to the listing agent and/or closing attorney.***]

DEBT COLLECTION OPTIONS. In order to collect a debt owed to the Association by a member, the following options may be invoked:

- a) Suspension of voting rights;
- b) Suspending access to the pool area, or other common areas of the Association;
- c) Suspending access to Association social media sites;
- d) Filing a lawsuit for the collection of amounts owed to the Association;
- e) Execution of a Judgement against the owner;
- f) Placing a lien against the owner's property;
- g) Foreclosure of the lien against the owner's property.

* The Loss of EFT Discount will not be applied neither will the Late Fee under section 4(a) if the account balance is less than \$26.

** For Resident Owners, the board will take into consideration short-term financial difficulties due to health issues, unemployment or other serious conditions that may arise. For Rental Owners, the board considers that they are operating a business and as such would not receive the same leniency as owners who reside in HHV.

*** The following should be sent to listing agents and closing attorneys in regards to Transfers of Ownership:

"On transfers of ownership, our policy is to collect the balance of the annual assessment which is due for the year. We don't charge a transfer fee. Next year the new owner will have the option to pay the assessment in full or in monthly installments. Payments collected at closing should be sent to Hammond Hill Villas HOA, c/o Salazar CPA, 3604 Wheeler Rd, Suite B, Augusta, GA 30909."

Section 10. Penalties and Fines

Article VII of the By-Laws of the Hammond Hill Villas Homeowners Association empowers the Board of Directors "to establish penalties and fines". The following penalties/fines and appeal process have been adopted by the Board of Directors:

In the event that a property owner fails to remedy a violation of the Covenants or other rules and regulations, which may be published over time, within ten (10) business days after receipt of written notice from the Association, the Association may impose a fine of \$100 up to \$300 per violation, and / or a fine in the amount of \$10.00 per day until said violation is satisfactorily

remedied, commencing with a date ten (10) days from written notice of said violation. In addition to any fine, cost to repair, replace or correct, if applicable, may be added and will become the responsibility of the property owner so fined.

The fines provided for in the foregoing paragraph may be imposed for each separate violation.

A property owner fined in accordance with the foregoing procedure may appeal such fine by delivering to the office of the Association a written letter of appeal within twenty (20) days of notice to such property owner that a fine has been imposed. The Board of Directors of the Association, or its designees, shall, within ten (10) days of delivery to the Association of such letter of appeal, set a date for the hearing of such appeal. Such hearing must be set within thirty (30) days of delivery to the Association of such letter of appeal. At the hearing, the Board of Directors of the Association, or its designees, shall consider such appeal and shall render a decision as to whether the fine shall be lifted. In making such decision, the Board of Directors of the Association, or its designees, shall determine whether a violation of the Covenants or other rules and regulations shall have occurred, and if so, whether the imposition of the fine is necessary and/or appropriate to remedy such violation and/or to inhibit future violations.

Fines imposed pursuant to the preceding paragraph shall become delinquent if not paid within thirty (30) days of the date imposed, or if appealed, within ten (10) days of the date the Board of Directors of the Association, or its designees, renders an opinion approving the imposition of the fine. Such fine shall be a personal obligation of the property owner.

Guidelines for Painting and Repairs of Townhouses

Governing Sections

From the Declaration of Covenants, Conditions and Restrictions, Article VI, Section 2.

Each Lot Owner shall maintain his Lot and any improvements located thereon in a good state of preservation and cleanliness and prevent the development of unkempt conditions thereon.

From the Amendments to Declarations, II, Section 2. Purpose of Assessments.

The assessments levied by the Association shall be used for, but not limited to the following purposes: the maintenance of recreational and common areas, parking areas, upkeep of landscaped areas of individual lots outside of fences, painting of exteriors, maintenance of roof of all lot units. Repair to exteriors shall be done by the unit owner.

From the Amendments to Declarations, II, Section 8. Exterior Appearance.

All owners shall maintain the exterior appearance of their units consistent with its original development. Roof replacement, exterior painting shall be done and paid for as part of maintenance and capital improvement assessments and shall be done on a per building basis rather than a per unit basis as authorized by the Board of Directors.

From the Rules and Regulations.

All windows shall be in the original bronze color and the original style or as close to the original color and style as possible if the appropriate window model by the original manufacturer is unavailable.

All storm doors shall be the original bronze color and the original style or as close to the original color and style as possible.

Paint on building exteriors, gutters, and downspouts will only be HHV gray. All front doors shall be the same color according to the court color scheme.

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

[Amended January 17, 1991]

THIS DECLARATION, made on the date hereinafter set forth by Hammond Hill Villas, Inc. a South Carolina corporation, hereinafter referred to be as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the County of Aiken, State of South Carolina which is more particularly described as: All that tract or parcel of land etc.....

[tract detail at Aiken County RMC Office]

NOW THEREFORE, Declarant hereby declares that all of the property described above shall be held, sold and conveyed subject to the following assessments, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

Article I

DEFINITIONS

Section 1. "Association" shall mean and refer to Hammond Hill Villas Homeowners Association, Inc., its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property herein before described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows: All private drives, parking areas, sewer system, storm drainage system, and any land areas set aside as common recreational areas or common open space.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties which the exception of the Common Area.

Section 6. "Declarant" shall mean and refer to Hammond Hill Villas, Inc., its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to following provisions

- (a) the right of the Association to suspend the voting rights and right to use of the Common Area by an owner for any period during which any assessment against his lot remains unpaid, and for a period not to exceed 60 days for any infraction of its published rules and regulations:
- (b) the right of the Association to dedicate or transfer all or part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by 2/3rds of each class of members has been recorded, and only upon acceptance of such dedication by the entity receiving same.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

Section 3. Parking Spaces. Two on-site parking spaces shall be designated for the exclusive use of the owner or owners of a single Lot. These spaces shall be adjacent to each other and as close by the Lot as is reasonable.

Section 4. Easements for Access and Utilities.

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the record plat of the development. Drainage flow shall not be obstructed nor be diverted from drainage or utilities easements as above designated. Easements for access and for ingress and egress are reserved for all Lot owners and persons acting for them as shown on the record plat of the development.

Section 5. No Obligation On Governmental Entities.

Nothing contained in this Article II or these covenants shall be interpreted to impose any obligation on the city of North Augusta or other governmental entity to accept dedication of any Common Area or to undertake the maintenance of any such area.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A Members shall be all Owners with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B Member(s) shall be the Declarant and shall be entitled to five (5) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) On July 18, 1986.

ARTICLES IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges; and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments together with interest, costs, and reasonable attorneys's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied By Association shall be used for, but not limited to the following purposes: the maintenance of recreational and common areas, parking areas, upkeep of landscaped areas of individual lots outside of fences, painting of exteriors, maintenance of roof of all lot units. Capital improvements on individual units must be authorized by the Board of Directors of the Association pursuant to the Declarations and shall be paid for by the individual unit owners. The Association shall maintain proper liability insurance on all common and recreational areas. Repair to exteriors shall be done by the unit owner.

Section 3. Annual Assessment. The Board of Directors may fix the annual assessment on the lots within the development by a majority vote of said Board of Directors. The amount of said annual assessment shall be determined from time to time by the Board of Directors and the Association at either regular meetings or special meetings as designated within the Declaration, provided that the Board cannot increase the annual assessment by more than 25% in any year without the approval of two-thirds of the lot owners.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, and/or individual lot units, including fixtures and personal property related thereon provided that any such special assessment be levied by majority vote of the Board of Directors and shall not exceed the total of that year's annual assessments unless approved by a two-thirds vote of lot owners.

Section. 5. Notice and Quorum for any Action Authorized Under Section 3 and 4. Written notice of any meeting called for the purpose of taking any 'action' authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 7. Date of commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board

of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the association setting forth whether the assessment on a specified Lot 'has' been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its Issuance.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date at the rate of 6 percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosures or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V

ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more

representatives appointed by the Board. The initial members of this board shall ensure Herman C. Murray, Marshall N. Bennett, and John R. Thomas who shall serve until February 28, 1986, or until their successors are properly qualified. In the event said Board, or it's designated committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required, and this Article will be deemed to have been fully complied with.

ARTICLE VI USE RESTRICTIONS

Section 1. Nuisance. No noxious or offensive activity shall be allowed on any Lot or in the Common Area, nor shall anything be done thereon which shall constitute a nuisance to the other Owners.

Section 2. Upkeep. Each Lot Owner shall maintain his Lot and any improvements located thereon in a good state of preservation and cleanliness and prevent the development of unkempt conditions thereon.

Section 3. Trash Disposal. No garbage cans or similar devises shall be placed outside a dwelling unit except in screened areas approved by the architectural control committee.

Section 4. Uses. The Lots shall be used for single family residential purposes only.

Section 5. Vegetation. No tree or other perennial vegetation shall be cut or removed from any Lot without the prior approval of the architectural control committee.

Section 6. Zero Lot Lines. The dwellings on the Lots have been constructed on the side lot lines with no yard space separating the adjacent dwellings. Each side wall is structurally independent from the side wall of the adjoining dwelling but the adjacent side walls are dependent upon each other for protection from weather and the elements. Therefore, in the event of damage to or the destruction of any dwelling, it's Owner shall be responsible to protect the side walls of adjacent units from damage by weather or the elements.

Section 7. Vehicle Storage. Motor vehicles, not currently licensed, may not be parked or stored on any Common Areas. Boats and trailers may be stored or parked in areas specifically designated for same.

Section 8. Exterior Appearance. All owners shall maintain the exterior appearance of their units consistent with its original development. Roof replacement, exterior painting shall be done and paid for as part of maintenance and capital improvement assessments and shall be done on a per building basis rather than a per unit basis as authorized by the Board of Directors.

Section 9. Window Treatments. All units must have wooden shutters, mini blinds or lined drapes, white or natural in color, in all front and side windows. No sheets, cellophane, foil or other inappropriate materials may be used as drapes. No fans or window units of any type may be placed in any front or side windows. No antennas may be placed upon any buildings or erected upon any lot.

Section 10. Signs. Except as required by legal proceedings no signs may be maintained upon any lot without the prior approval of the Board of Directors of the Hammond Hill Villas Homeowners Association. The original Declarant shall have the right to install any and all signs it deems necessary in erection, construction and completion of the development and the common areas. (Any "For Sale" signs shall be of the uniform nature as approved by the Board Of Directors of the Homeowners Association).

Section 11. Pets. No animals, livestock, birds or poultry shall be allowed upon any lot other than one generally recognized household pet. Such pets must be housed within the unit or within the fenced portion of the unit. No pets will be allowed to make unreasonable noise to disturb other residents. Decisions concerning removal or allowance of pets shall be within the sole discretion of the Board of Directors of the Homeowners Association.

ARTICLE VII

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgement or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by an instrument signed by not less than seventy-five (75%) percent of the Lot Owners. Any amendment must be recorded.

Section 4. Staged Development. Additional land for residential property and Common Area may be annexed to the Properties by the Declarant and become subject to this Agreement without the consent of the members or Lot Owners within five years of the date of this instrument, provided that the FHA and the VA determine that annexation is in accord with the general plan heretofore approved by them. The land which may be annexed is described as follows: All that tract etc.....

[tract detail at Aiken County RMC Office]

Section 5. FHA/VA Approval. As long as there is a Class B Membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

In WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this

[signature & notary detail at Aiken County RMC Office]

BY-LAWS OF HAMMOND HILL VILLAS HOMEOWNERS ASSOCIATION, INC.

[As of September 28, 2026]

ARTICLE I NAME AND LOCATION

The name of the Corporation is Hammond Hill Villas Homeowners Association, Inc. hereinafter referred to as the "Association". The principal office of the corporation shall be the serving President's residence or at such other place as may be designated by the Board of Directors. Meetings of the members and directors may be held at such places within the State of South Carolina, County of Aiken, as may be designated by the Board of Directors.

ARTICLE II DEFINITIONS

Section 1. "Association" shall mean and refer to Hammond Hill Villas Homeowners Association, its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Declarations of Covenants, Conditions and Restrictions and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all real property owned by the association for the common use and enjoyment of the Owners.

Section 4. "Lot" shall mean and refer to any plat of land shown upon any recorded subdivision map of the properties with the exception of the Common Area.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is part of the Properties, excluding those having interest merely as security for the performance of any obligation.

Section 6. "Declarant" shall mean and refer to Hammond Hill Villas Homeowners Association, its successors and assigns.

Section 7. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions, and Restrictions applicable to the Properties recorded in the Office of the Clerk of Court of Aiken County, South Carolina.

Section 8. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

ARTICLE III MEETING OF MEMBERS

Section 1. Annual Meetings. The annual meeting of the members shall be held each year in September on a day and time designated by the Board of Directors. At the annual meeting the Board of Directors shall present a summary of the State of the Association to include: the financial status of the Association, a financial plan for the coming year, any recommended dues changes or special assessments, and any matter(s) presented by the membership. The Nominations Committee shall present a slate of candidates for Board of

Directors, and nominations shall also be taken from the floor. Election will be secret and in writing.

Section2. Special Meetings. Special meetings of the members may be called at any time by the Board of Directors, or upon written request of 25% of the membership.

Section3. Notice of Meeting. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary by mailing a copy of such notice, postage prepaid, at least 15 days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the Books of the Association, or supplied by such member to the association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members or their proxies entitled to cast 25% of the votes shall constitute a quorum for any action except as otherwise provided in the Declaration. If, however, such quorum shall not be present or represented at any meeting, the meeting shall be adjourned by announcement at the meeting. If a quorum is not achieved for the annual meeting it shall be rescheduled, and require a quorum of 15% of the voting members.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary prior to a vote by the membership. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his lot.

ARTICLE IV

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section1. Number. The affairs of this Association shall be managed by a Board of three (3) directors.

Section 2. Term of Office. At the first annual meeting the members shall elect three directors, one for a term of one year, one for a term of two years and one for a term of three years; at each annual meeting thereafter the members shall elect one director for a term of three years.

Section 3. Removal. Any one or more directors may be removed from the Board, with or without cause, by a vote of a majority of a quorum of members present in person or by proxy at any regular or special meeting of members. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board of Directors and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE V
NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a nomination committee. Nominations may also be made from the floor at the annual meeting. The Nomination Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the association. The Nomination Committee shall be appointed by the Board of Directors no later than August of each year, to serve to the close of that year's annual meeting. The Nomination Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations must be made from among members.

Section 2. Election. Election to the Board of Directors shall be secret, written ballot. At such election the members or their proxies may cast in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The person(s) receiving the largest number of votes shall be elected.

ARTICLE VI
MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regularly scheduled meetings of the Board of Directors shall be held at least quarterly. The meeting schedule, place and time shall be fixed and published at least once per year on the Association website or other vehicle.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two directors, after not less than three (3) days notice to each director.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII
POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The powers of the Board of Directors shall specifically include, but shall not be limited to the following:

- (a) adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties and fines for the infraction thereof. The unanimous consent of all Directors is required to impose any one or more fines on a member. All rules and regulations will apply equally and without malice to all Owners and their tenants, visitors, contractors, sub-contractors, utilities and any other user of the private roads within the Hammond Hill Villas Community.
- (b) suspend the voting rights and right to use of the common properties during any period in which such member shall be in default in the payment of dues or any assessment levied by the association. Such rights may also be suspended after notice and hearing, for a period not to exceed 60 days for infraction of published rules and regulations;

- (c) exercise for the Association all powers, duties, and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, or the Declaration;
- (d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from two (2) consecutive regular meetings of the Board of Directors;
- (e) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties; and
- (f) borrow money to meet the financial needs of the Association and to mortgage the property of the Association and to pledge the revenues of the Association as security for such loans made to the Association the proceeds of which loans shall be used by the Association in performing its authorized functions.

Section 2. Duties. The duties of the Board of Directors shall specifically include, but shall not be limited to the following:

- (a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members;
- (b) supervise all officers, agents and employees of the Association, and to see that their duties are properly performed;
- (c) fix the amount of the annual assessment against each Lot including appropriate discounts and late charges, and send notice to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period;
- (d) foreclose the lien against any property for which assessments are not paid or bring action at law against the owner personally obligated to pay the same;
- (e) procure and maintain adequate liability and hazard insurance on property owned by the Association;
- (f) cause the Common Area to be maintained;
- (g) to issue, or to cause an appropriate officer to issue, upon demand by any person a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states that an assessment has been paid, such certificate shall be conclusive evidence of such payment.
- (h) secure Directors and Officers Liability Insurance covering the officers and directors of the Association at the expense of the Association.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The Officers of this Association shall be a president, vice president, secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following the annual meeting of the members.

Section 3. Term The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or be removed, or is otherwise disqualified to serve.

Section 4. Special Appointments The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, The president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The same person may hold more than one office.

Section 8. Duties. The duties of the officers are as follows:

President

(a) The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all legal documents and contracts, shall co-sign checks or otherwise approve for release electronically processed payments and shall co-sign all promissory notes.

Vice President

(b) The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary

(c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring a seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

Treasurer

(d) The treasurer, a Certified Public Accountant or management firm hired by the board, shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks or otherwise prepare for approval and release electronically processed payments and co-sign promissory notes of the Association; establish a single billing account for members assessed for multiple lots; keep proper books of account, shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, , and deliver a copy of each to the members; and shall cause an audit of the Association books to be made by a public accountant upon request by the Board. The duties of the Treasurer may be fulfilled by a Certified Public Accountant or management firm employed by the Association, in which event such firm shall have custody of the books of the Association as it determines is necessary for the performance of such treasurer duties and the foregoing may include any books required to be kept by the Secretary of the Association.

ARTICLE IX
COMMITTEES

The Association shall appoint an Architectural Control Committee as provided in the Declaration, and a Nominating Committee as provided in these By-Laws. In addition, the Board of Directors may appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE X
BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at a reasonable cost.

ARTICLE XI
ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within twenty (20) days after the due date, late charges may accrue as set by the Board of Directors from time to time, and if the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of six (6) percent per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, late charges and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waiver or otherwise escape liability for the assessment provided for herein by nonuse of the Common Area or abandonment of his Lot.

ARTICLE XII
CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: Hammond Hill Villas Homeowners Association.

ARTICLE XIII
AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy.

Section 2. In the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XIV
MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year.

ARTICLE XV
LIABILITY OF THE DIRECTORS

The members of the Board of Directors shall not be liable to the Owners or the Association for any mistake of judgment, negligence or otherwise, except for their own individual willful misconduct or bad faith. The Association shall indemnify and hold harmless each of the members of the Board of Directors against all contractual liability to others arising out of contracts made by the Board of Directors on behalf of the Association unless any contract shall have been made in bad faith or contrary to the provisions of the Declaration or of these By-Laws. It is intended that the members of the Board of Directors shall have no personal liability with respect to any contract made by them on behalf of the Association. It is understood and permissible and shall not be deemed to be self-dealing for the Association to contract with corporations or other entities owned, controlled or affiliated with a member of the Board of Directors. Every agreement made by the Board of Directors, or by any managing agent, is made in the capacity only as an agent for the membership of the Association, and shall have no personal liability thereunder as respecting an individual member of the Board of Directors.

ARTICLE XVI
INDEMNIFICATION

The Association and Owners shall indemnify every Director and every officer, his heirs, executors and administrators against all losses, costs and expenses reasonably incurred by or for him in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a Director or officer of the Association, except as to matters wherein he shall be finally adjudged in such action, suit or proceeding, to be liable for or guilty of gross negligence or willful misconduct. The foregoing rights shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled.

IN WITNESS WHEREOF, we, being all of the directors of Hammond Hill Villas Homeowners Association, Inc. have hereunto set our hands this _____day of _____, 2021.

[signature detail at Aiken County RMC Office]

HAMMOND HILL VILLAS HOMEOWNERS ASSOCIATION, INC.

36 PHEASANT DR.
NORTH AUGUSTA, SC 29841

RESIDENT TENANT CONTACT INFORMATION

DATE

_____/_____/_____

TOWNHOUSE ADDRESS:

RESIDENT TENANT NAME (THE PRIMARY *RESIDENT CONTACT* FOR THIS TOWNHOUSE)

EMAIL ADDRESS:

PHONE: _____

RESIDENT TENANT NAME (ALTERNATE *RESIDENT CONTACT* FOR THIS TOWNHOUSE)

EMAIL ADDRESS:

PHONE: _____

Flock Safety

Hammond Hill Villas HOA has partnered with Flock Safety, a national neighborhood security provider that specializes in community safety through the use of license plate reading cameras. License plates are the #1 piece of evidence that police request in the case of criminal activity such as home and car break-ins. Flock Safety's cameras are entirely self-sufficient; they are solar powered and send footage via mobile technology to a secure cloud-based network unique to our community. The cameras record footage but also have both day and night-time capability to read and record license plates that pass through our community.

Privacy is a top concern for Flock and Hammond Hill Villas. The footage and data that is collected is automatically deleted after 30 days and is accessible only by limited members of the board. In the event of a crime, access can be shared and footage can be downloaded and stored by either the community or local authorities.

The Hammond Hill Villas Homeowners Association requires *resident owners* and *resident tenants* to register their vehicles with the HOA. Register your name, townhouse street address, make, model and license plate(s) and the HOA will then know the vehicle(s) belong to a resident. You may also add a vehicle that frequently visits your home. Register here: www.hammondhillvillas.org.

Hammond Hill Villas HOA and Flock Safety are NOT law enforcement agencies and are not in a position to undertake law enforcement activities. Any illegal activity should be reported to law enforcement immediately for investigation.