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SIMMONS POINTE II
RULES & REGULATIONS

GENERAL INFORMATION

The following information is provided by your property association. It contains information about your regime and its management. It includes key elements of rules and regulations essential to an association community.

Our rules and regulations establish codes with expectations of compliance. Their purpose is to set standards of livability that will contribute to and promote an appealing environment for owners, residents and visitors. We need your support and cooperation to enhance and protect our lifestyle and investment.

THE PAVILION, POOL AND TENNIS COURTS ARE AMENITIES LEASED BY THE PROPERTY OWNERS AND YOUR AMENITIES PRIVILEGES ARE TRANSFERRED TO TENANTS WHEN YOU LEASE YOUR UNIT.

THESE AMENITIES ARE FOR THE SOLE USE OF PROPERTY OWNERS. GUESTS USING OUR AMENITIES MUST HAVE THE PROPERTY OWNER'S AMENITY FOB ON THEIR PERSON AT ALL TIMES.

The Simmons Pointe I Regime has the responsibility for normal wear and tear and replacement of the amenities and we are billed a portion of those costs. The cost of repairing or replacing accidental or willful damages will be charged to the property owner's account.

PROPERTY OWNERS, TENANTS AND GUEST USE FACILITIES AT THEIR OWN RISK.

The policies outlined herein are to assure the safe and fair enjoyment by all Property Owners. Thoughtful and well-mannered conduct will achieve these objectives.

It is the property owner's responsibility to relate all rules and regulations to tenants and guests.

- **MANAGEMENT**

Please report any problems and requests for service to Nancy Curtis at Property Management Services (843.881.5459) after hours you may call (843.863.6700)

1. NOISE

No owners shall make or permit any noise that will disturb or annoy the occupants of any of the Units in the Association or do or permit anything to be done which will interfere with the rights, comfort or convenience of other Owners. Being thoughtful of one's neighbor may be another answer to good living and is an especially important consideration in a multifamily setting. Excessive noise from any source is governed by town ordinances and should be reported to the police for resolution.

2. MAINTENANCE OF LOT

Each property owner is responsible for the maintenance and repair of their residence or other structures on the lot in a neat, clean and sanitary condition, (except as to such lawn care and landscaping as shall be the responsibility of the Association).

If an owner shall be obligated to pay for the replacement, repair or cleaning of any item which is the responsibility of the owner but which responsibility the owner fails or refuses to discharge then the Association will make the necessary charge or repair and bill the owner individually.

No owner shall (1) decorate, change or otherwise alter the appearance of any portion of the exterior of a structure or fence or improvement on any Lot unless such decoration, change or alteration is first approved, in writing by the Board of Directors.

3. PARKING

The Association shall have the authority to prohibit or regulate the use or maintenance or storage of motorcycles, campers, trailers, trucks, commercial vehicles, boats or boat trailers in the subdivision. Campers, trailers, trucks (other than pick-up trucks), commercial vehicles or boats shall not be stored on any owners lot except directly under the dwelling itself. The Association shall also have the right to tow illegally vehicles and boats at the owner's expense.

Parking areas are not to be used as storage areas for inoperable vehicles or trailers.

If necessary, such vehicles will be towed and stored at the owner's expense.

Vehicles must not be parked on roadways at any time. Furthermore, it is not permissible to park or drive cars or bikes on the grass area.

3. VEHICLE RESTRICTIONS

No stripped, totally wrecked, unlicensed or invalid license, disable or junk motor vehicles, or part hereof, shall be permitted to be parked or kept in the subdivision. Vehicles which are gaudy, unsightly or otherwise objectionable in a residential environment must not be kept on the property overnight. Vehicles must have proper and current tags. The Board of Directors, at it sole discretion, or its representative, will make a ruling in any particular case called to its attention.

4. NUISANCES

No noxious or offensive activity shall be carried on upon in any Lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance. No trash, leaves or rubbish may be burned on any Lot of within the subdivision nor shall there be maintained anything of any sort, the normal activities or existence of which is in any way noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of other property in the subdivision by the owners thereof.

5. PETS

Pets must be on a leash and under your personal control and supervision. Mt. Pleasant has a strict leash law. A pet warden patrols on a regular basis and will pick up unleashed pets. Do not allow your pets to run loose.

Each owner has the right of peaceful enjoyment of their property.

EVEN IF ON A LEASH, A PET WHICH IS ALLOWED TO DEFECATE ON GRASS AREAS IN FRONT AND IN THE REAR OF UNITS, WALKWAYS AND ANY OTHER COMMON AREAS IS NOT CONSIDERED UNDER YOUR CONTROL. IT IS YOUR RESPONSIBILITY TO USE A LEASH AND A SCOOPER WITH YOUR PET.

6. TEMPORARY STRUCTURES

No structure of a temporary character shall be placed upon any Lot at any time. No trailer, mobile home, double-wide, park model, trailer, tent, barn, bus, or other similar vehicle, out-building or structure shall be placed on any Lot any time either temporarily or permanently.

7. SPEED LIMIT

The speed limit in Simmons Pointe is 10 MPH. Every resident is expected to comply for the safety of all.

8. FACILITIES AND AMENITIES

The facilities and amenities of the development are for the exclusive use of the property owners, tenants, and guests. No guest of any owner or tenant will be permitted to use the facilities and amenities unless they have the owner's amenity tag on their person.

9. RENTING OF UNIT

Owners must inform the managing agent, in writing, the name of the person(s) leasing their unit. It is the owner's responsibility to ensure tenants comply with existing rules and regulations. The owner is required to place a copy of these rules and regulations in each unit.

•Reminder - No time sharing or leases less than six (6) months are permitted per the Master Deed.

10. WINDOWS AND BUILDING EXTERIORS

No signs of any nature, including (without limitation) "FOR SALE" signs, shall be placed on or about the Property or any Unit, including (without limitation) the inside of windows or sliding glass doors visible from the exterior of the Property.

Draperies, curtains, or mini-blinds must be installed by each Owner on all windows of his/her Unit and must be maintained in such windows at all times. The color of such drapery blinds or curtains visible from the exterior shall be white or off-white.

No shades, awnings, window guards, ventilators, fans, or air-conditioning devices shall be used in or about any building except such as shall have been approved by the Board of Directors, in writing.

Damage to landscaping or property in the common or limited common areas will be repaired at the expense of the owner responsibility for the damage.

11. POOL AND TENNIS COURTS

The use of the pool and tennis courts is limited to those persons specified under facilities section number 8 above. The amenity fob was issued to each owner. AT CLOSING, PLEASE TRANSFER YOUR AMENITY FOB TO THE NEW OWNERS. TENANTS SHALL BE PROVIDED THE OWNER'S AMENITY FOB.

POOL & SPA

- A. No children under 14 years of age will be allowed at the pool unless accompanied and supervised by an adult. Unsupervised children and their guests will be suspended from their amenity rights.
- B. Swim and use the facilities at your own risk. The regime and its representatives assume no liability for damage to, or theft of, personal belongings.
- C. The pool is open from 10:00 A.M. to 10:00 P.M., Tuesday through Sunday. The pool is closed Monday for chemical treatment.

- D. Running or scuffling in the pool area is prohibited.
- E. No cut-offs or shorts are permitted in the pool, bathing suits only!
- F. Persons with skin disorders or other infections must not enter the pool.
- G. No glassware of any kind is permitted in the pool.
- H. Swimmers must take a shower before entering the pool if they have suntan lotion or oil on their body.
- I. Trash must be placed in containers in the pool area.
- J. Any damage to equipment or facilities will be charged to the resident involved.
- K. Trespassers will be prosecuted.
- L. **ANIMALS ARE NOT PERMITTED IN THE POOL AREA OR POOL!**
- M. Please be sure the pool gates are closed and locked.

TENNIS COURTS

- A. No children under 14 years of age will be allowed on the tennis courts unless accompanied and supervised by an adult or guest of resident owner.
- B. Use the facilities at your own risk. The regime and its representatives assume no liability for damage to, or theft of, personal belongings.
- C. The tennis courts will be open daily from 8:00 A.M. to 10:00 P.M.
- D. If owners or tenants are waiting for a court, please limit your time to one (1) hour on the court.
- E. Lights out at 10:00 P.M. **ABSOLUTELY NO EXCEPTIONS!**
- F. No glassware of any kind is permitted in the court area.
- G. Trash must be placed in containers.
- H. Any damage to equipment of facilities will be charged to the resident involved.
- I. Trespassers will be prosecuted.
- J. Animals are not permitted on the courts.
- K. Please be sure the tennis court gates are closed and locked when you leave.
- L. **SKATEBOARDS, SKATES, BICYCLES, MOTORBIKES, OR OTHER TOYS OR EQUIPMENT ARE NOT PERMITTED ON THE COURTS.**

12. PAVILION

The use of the pavilion is limited to those persons specified under facilities section number 8 above.

The pavilion area is available for rental to owners and their tenants only!
Reservations can be made by contacting the management office
(843.881.5459).

The owner or tenant reserving the facility must be in good standing with the regime.

Any damage to equipment or facilities will be charged to the resident involved.

Lights out at 11:00 P.M. ABSOLUTELY NO EXCEPTIONS!

13. WATER AND PIPES

Water shall not be left running any unreasonable or unnecessary length of time.

The owner shall close all windows when their condo unit is unattended to avoid possible damage from storm, rain, freezing or other elements. During the winter months, heating units will be left on 55 degrees to assure that sufficient heat is contained in each unit to prevent the freezing of pipes or other damage from cold weather.

14. RESIDENTIAL USE OF LOTS

All Lots shall be used for single—family residential purposes exclusively and no structures, except as hereinafter provided, shall be erected, altered, placed or permitted to remain on any Lot other than one (1) detached single—family dwelling and such accessory structures as may be approved by the Architectural Review Board,.

OTHER RESTRICTIONS IN COVENANTS:

Section 7.5 Size Requirements. The living space of the main structure on any Lot shall not be less than 1,700 square feet of heated space. Houses of less than the stated minimum living space (not to exceed a 5% reduction) may be approved by the Architectural Review Board if in the opinion of the Architectural Review Board the design and construction of the house would be in keeping with the adjoining properties and the lowering of the minimum living space requirement for such Lot would not depreciate the value of the adjoining properties subject to this Declaration.

Section 7.6 Height Limitation. No residence or structure shall be built or erected which exceeds 35 feet above the level of the private road in front of the lot in question.

Section 7.7 Tree Removal. No trees or bushes of any kind having a diameter of six (6") inches or more (measured from a point two (2') feet above the ground level) shall be removed from any Lot without the express written authorization of the Architectural Review Board. The Architectural Review Board shall further have the authority to require any person removing a tree in violation of this clause to replace same at such Owner's cost. The Architectural Review Board reserves the right to have specimen trees preserved and to have site planning provide for their preservation.

Section 7.8 Fences. No fences whatsoever shall be erected or allowed to remain in the Subdivision except as shall be approved by the Architectural Review Board. No fences shall be permitted which obstruct the view of any marsh, stream or other body of water when viewed from inside any adjacent Lot.

Section 7.9 Prohibition of Open Outdoor Storage. No junk, debris or materials of any kind shall be stored on a Lot other than in an approved enclosed structure or in a manner that is visible from any other Lot, street, easement or amenity area. Firewood, trash cans, and bicycles may be stored outside in side yards or rear yards only, which are not visible from inside any lot or street unless otherwise approved by the Architectural Review Board.

Section 7.10 Prohibition of Accessory Structures. No Clothes lines, drying yards, dog houses, tree houses, swimming pools, sheds, or any other accessory structure shall be constructed upon any Lot unless approved by the Architectural Review Board prior to installation or construction.

Section 7.11 Uniform Mail Boxes. All mail boxes located within the Subdivision shall be uniform.

Section 7.12 Flood Lights. All lights erected on any lot or onto any dock or residence or accessory thereto shall be hooded so that the light is reflected downward and does not shine onto any other lots, residences or docks.

Section 7.13 Additional Restrictions for Lots or Common Areas Fronting Marsh.

(a) No foliage or vegetation on the marsh shall be removed or altered without permission of the Architectural Review Board and South Carolina Coastal Council.

(b) No dock, pier, or wharf shall be constructed on the marsh without the approval of the Board of Directors.

Section 7.14 Sign Controls. No signs of any character shall be erected on any Lot or displayed to the public on any Lot except as approved, in writing, by the Board of Directors or Architectural Review Board.

Section 7.15 Water Systems. No individual water supply system shall be permitted upon any Lot with the exception of a shallow well to be used for irrigation purposes only, which shallow well shall be approved in writing in all respects, including the pump and the covering or screen thereof and method of operation by Architectural Review Board, prior to installation.

Section 7.16 Sewer System. No surface toilets or septic tanks are permitted in the Subdivision. Plumbing fixtures, dishwashers, toilets or sewage disposal systems shall be connected to the central sewer system of the Subdivision.

Section 7.17 Exclusion of Above Ground Utilities. All electrical service, wires, pipes, lines, telephone, cable television (CATV) lines and utility services of any type shall be placed in appropriate conduit underground and no outside electrical lines shall be

placed overhead unless approved by the Architectural Review Board. No exposed or exterior radio or television transmission or receiving antenna shall be erected, placed or maintained on any part of the Subdivision except those facilities approved by the Architectural Review Board. Provided, however, that the normal service pedestals, etc., used in conjunction with such underground utilities shall be permitted within the Subdivision. Overhead utilities shall be permitted during the construction period and until utility companies can place them underground.

Section 7.18 Communication System. There shall not be permitted or maintained any type of radio or communications system antenna or satellite disc on any exterior portion of a dwelling or on any Lot without the express written permission of the ARB or Board of Directors.

Section 7.19 Timely Construction Progress. Once construction of improvements on a residence is started on any Lot, the improvements must be substantially completed within twelve (12) months from commencement of construction and all landscaping must be completed within ninety (90) days after completion of the improvements or residence. All construction sites must be maintained in an orderly fashion and all construction debris must be placed in a trash container or removed within forty-eight (48) hours.

Section 7.20 Re-Building Requirement. Any dwelling or outbuilding on any Lot which may be destroyed in whole or in part by fire, windstorm or for any other cause or act of God must be rebuilt or all debris removed and the Lot restored to a natural condition with reasonable promptness, provided, however, that in no event such debris remain longer than three (3) months.

Section 7.21 Elevation and Drainage Changes. No changes in the elevation, topography or drainage characteristics of the Subdivision shall be made on the premises without the prior written approval of the Architectural Review Board nor shall any fill be used to extend any property beyond any boundary line of any waterfront property.

Section 7.22 Replatting of Lots. No Lot shall be subdivided by an Owner, or its boundary lines changed, except as herein provided. The Developer hereby expressly reserves to itself, its successors and assigns, the right to replace any one or more Lots owned by the Developer shown on the plat of said Subdivision in order to create a modified Lot or Lots. The Developer also reserves the right to amend and modify the Subdivision Plat to change road locations and lot configurations prior to transfer of such lots, provided that the number of Lots is not increased from the number shown on the Subdivision Plat. Property lines between Lots may be adjusted and modified with the consent of the Adjacent Owners and the Architectural Review Board.

Section 7.23 Prohibition Against Business Activity. No business activity, including but not limited to, a rooming house, boarding house, gift shop, antique shop, professional office or beauty/barber shop or the like or any trade of any kind whatsoever

shall be carried on upon or in any Lot. Nothing herein shall be construed to prevent the Developer from erecting, placing or maintaining signs, structures and offices as it may deem necessary for its operation and sales and lease or management of Lots in the Subdivision. Provided, however, that nothing herein contained shall prevent the Developer from erecting and maintaining sales and marketing signs in Common Easement Areas or on other property owned by Developer.

Section 7.24 Prohibition Against Time—Sharing. No Lot or structure shall be “time shared”, as defined by the statutory provisions regulating Vacation Time Sharing Plans, S.C. Code Ann. Sections 27—32-10 et seq. (1986 Supp.), as the same may be amended from time to time.

Section 7.25 Temporary Structures. No structure of a temporary character shall be placed upon any Lot at any time, provided, however, that this prohibition shall not apply to shelters approved by the Developer and used by a contractor during construction of a house, it being clearly understood that the latter temporary shelters may not, at any time, be used for residence or permitted to remain on the Lot after completion of construction. No trailer, mobile home, double—wide, park model trailer, motor home, tent, barn, bus, or other similar vehicle, out-building or structure shall be placed on any Lot at any time either temporarily or permanently.

Section 7.26 Mining and Drilling Prohibition. No oil or natural gas drilling, refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, and no derrick or other structure designed for use in boring for oil or natural gas shall be stored, erected, maintained, or permitted in the Subdivision.

Section 7.27 Junk or Disabled Vehicles. No stripped, partially wrecked, unlicensed or invalidly licensed, disabled or junk motor vehicle, or part thereof, shall be permitted to be parked or kept in the Subdivision.

Section 7.28 Storage of Vehicles, Boats, etc. The Association shall have the authority to prohibit or regulate the use or maintenance or storage of motorcycles, campers, trailers, trucks, commercial vehicles, boats or boat trailers in the Subdivision. Campers, trailers, trucks (other than pickup trucks), commercial vehicles or boats shall not be stored on any owners lot except directly under the dwelling itself. The Association shall also have the right to regulate the parking of vehicles on any lot.

Section 7.29 Nuisances. No noxious or offensive activity shall be carried on upon on in any Lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or a nuisance. No trash, leaves or rubbish may be burned on any Lot or within the Subdivision nor shall there be maintained anything of any sort, the normal activities or existence of which is in any way noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of other property in the Subdivision by the Owner thereof.

Section 7.30 Special Hazards. Each Owner accepts and assumes all the risks and hazards of ownership or occupancy attendant to the ownership of such Lot, including but not limited to its proximity to any recreational facility or Common Easement Area or the marsh and other bodies of water. Specifically, the Developer does hereby disclaim any and all liability for any property damage or personal injury resulting from erosion along the bank of the marsh, and all ditches, streams, lakes, lagoons or other bodies of water or watercourses located in the Subdivision.

Section 7.31 Perimeter Access. There shall be no access to any Lot on the perimeter of the Subdivision except from designated roads within the Subdivision, provided, however, that Developer reserves the right to construct and operate temporary construction roads during the construction and development period.

Section 7.32 Rental Period. No Owner shall lease or rent any less than six (6) months and all leases will be given to the management agent within ten (10) days of entering into the lease agreement. Reasonable fines will be levied upon any owner in violation of this requirement.

15. COMPLAINTS

Complaints regarding the management of the units and grounds or regarding actions of other owners, shall be brought to the attention of the Board of Directors by forwarding same, in writing, to Property Management Services 1340 G Ben Sawyer Blvd, Mount Pleasant SC 29464. Or, please phone Nancy Curtis Property Managers, 843.881.5459, fax 843.8815616 or email nancy@charlestonpms.com

16. CHANGES

Any consent or approval given under these Rules & Regulations by the Board of Directors shall be revocable any time.

These Rules & Regulations may be added to or repealed at any time by the Board of Directors.

17. FINES

The Board of Directors shall have the power to impose reasonable fines upon and issue a cease and desist request to a Unit Owner, his guests, invitees, or lessees whose

actions are inconsistent with the provisions of the Master Deed, the Rules and Regulations or resolutions of the Board of Directors.

Failure to remedy any noted deficiency or deficiencies within ten (10) days will result in daily fines as established by the Board of Directors.

Those owners who drive or park illegal vehicle(s) are subject to daily fines of \$100 and/or the vehicle(s) will be towed at the owner's expense.

Those owners who do not submit a lease agreement within ten (10) days of signing to the property manager or who do not furnish the information upon written request within thirty (30) will be subject to reasonable fines as approved by the Board of Directors.

IN WITNESS WHEREOF, I, certify that the foregoing Simmons Pointe II Rules & Regulations constitutes the original Simmons Pointe II Rules & Regulations of Simmons Pointe II Property Owners Association and have executed them on this 9 day of January, 2019.

Simmons Pointe II Property Owners Association:

Nancy Cregg

By: Nancy Cregg
Its: President

RECORDER'S PAGE



NOTE: This page **MUST** remain with the original document

Filed By:

SIMONS & DEAN ATTY AT LAW
 147 WAPPOO CREEK DR
 STE 604
 CHARLESTON SC 29412

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of Pages:
 # of Sats:
 # of References:

Note:

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Extra Reference Cost	\$ -
Extra Pages	\$ 9.00
Postage	\$ -
Chattel	\$ -
TOTAL	\$ 19.00

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