

SIMMONS POINTE
RULES & REGULATIONS

Updated: October 2016

GENERAL INFORMATION

The following information is provided by your regime association. It contains information about your regime and its management. It includes key elements of rules and regulations essential to a condominium 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. The policies outlined herein are to assure the safe and fair enjoyment by all homeowners. Thoughtful and well-mannered conduct will achieve these objectives. We need your support and cooperation to enhance and protect our lifestyle and investment. A summary of some commonly overlooked provisions of these rules and regulations are summarized in Appendix (1) and will be provided to all current and future owners/residents as a periodic reminder.

THE PAVILION, POOL, DOCK, AND TENNIS COURTS ARE AMENITIES OWNED BY THE HOMEOWNERS AND YOUR AMENITIES PRIVILEGES ARE TRANSFERRED TO TENANTS WHEN YOU LEASE YOUR UNIT.

THESE AMENITIES ARE FOR THE SOLE USE OF HOMEOWNERS/TENANTS. GUESTS USING OUR AMENITIES MUST HAVE THE HOMEOWNER'S GATE FOB ON THEIR PERSON AT ALL TIMES.

HOMEOWNERS, TENANTS, AND GUESTS USE FACILITIES AT THEIR OWN RISK.

The regime is responsible for normal wear and tear and replacement of our amenities. The cost of repairing or replacing accidental or willful damages will be charged to the homeowners accountable.

It is the owner's responsibility to relate all rules and regulations to tenants and guests. Owners will be held responsible for compliance by tenants and guests.

MANAGEMENT

**Please report any problems and requests for service to:
Property Management Services (PMS) at (843) 881-5459.
After-Hours Emergency Pager: (843) 863-6700.**

Timely reporting of any maintenance problem which threatens the structure is required.

1. NOISE

No owners/tenants 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/tenants. Being thoughtful of neighbors is 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. PARKING

Each unit shall be assigned two (2) parking spaces provided and so designated by the Board of Directors. One (1) of these spaces shall be covered. Boats, trucks, trailers, campers, motorcycles, or any other type recreational vehicle must be parked in the covered assigned areas only. Only cars may be parked in uncovered/guest parking areas. Guests of owners shall be permitted to park any type vehicle in the guest parking areas for a period not exceeding one (1) week.

BECAUSE WE LIVE IN A CONDOMINIUM COMMUNITY, BE RESPECTFUL OF YOUR NEIGHBORS AND DO NOT EXCEED THE SPACES EACH UNIT HAS BEEN ALLOTTED. ADDITIONAL PARKING AREAS ARE FOR GUESTS – NOT RESIDENTS' VEHICLES.

On-street parking is not permitted.

Parking or driving vehicles or bicycles on the grass area is not permitted.

Washing of vehicles on the property is prohibited.

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. No freezers, refrigerators, auto or boat parts, lumber, coolers or any other objects are to be left in the parking bays. Sidewalks, fire lanes, and breezeways must never be obstructed with automobiles, bicycles, motor bikes, trash cans, toys, or other objects.

See: Master Deed Section 7.27: 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. Campers, trailers, trucks (other than pickup trucks), commercial vehicles or boats shall not be stored on any owner's lot except directly under the dwelling itself. The Association shall also have the right to regulate the parking of vehicles on any lot.

3. VEHICLE RESTRICTIONS

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 its sole discretion, will make a ruling in any particular case called to its attention.

4. STAIRWELL AND WALKWAY AREAS

The greens and walkways in front of the buildings and the entranceways to the Units shall not be obstructed or used for any other purpose other than ingress and egress.

5. PETS

Dogs weighing over 26 pounds are not allowed. This weight limit can be waived by the Board of Directors under specific circumstances on a case-by-case basis such as service dogs and dogs owned at the issuance of this document to be “grandfathered”. Dogs must be on a leash and under personal control and supervision at all times. 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.

NOTE: 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 CONSIDERED NOT UNDER YOUR CONTROL AND A FINE WILL BE ASSESSED IF NOT PICKED UP. PLEASE USE A LEASH AND A SCOOPER WITH YOUR PET.

Other small pets are authorized such as birds and cats but it is the owner’s responsibility to make sure other residents are not bothered by the pet in any way. No exotic pets are permitted, such as snakes or other creatures deemed inappropriate for our neighborhood by the Board of Directors.

6. PATIOS

Only appropriate furniture and attractive plants are to be kept on balconies and patios. All other personal belongings are to be kept inside. Draping of towels and other items over the railing and on balconies visible from the exterior is not permitted. FIRE CODE PROHIBITS GRILLING IN THE BUILDING OR ON THE DECKS AND PORCHES EXCEPT WITH AN ELECTRIC GRILL.

7. SPEED LIMIT

The speed limit in Simmons Pointe is 12 MPH. Every resident is expected to comply for the safety of all. Speeders will be fined as the Board of Directors deems appropriate.

8. FACILITIES AND AMENITIES

The facilities and amenities of the development are for the exclusive use of the 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 Gate fob 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.

No time sharing or leases less than six (6) months are permitted per the Master Deed. Also per the Master Deed, no unit may be leased more than three (3) times in any given twelve (12) month period.

See: Master Deed Section 7.31: Rental Period. No Owner shall lease or rent any Lot more than three (3) times in any given twelve-month period nor shall any single rental be for less than six months.

See: Master Deed 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.

10. WINDOWS AND BUILDING EXTERIORS

No signs of any nature, including "FOR SALE" signs, shall be placed on or about the property or any unit, including 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 as approved by the Board of Directors in writing.

Each owner shall keep his/her unit, including the deck, in good state of cleanliness, and shall not sweep or throw or permit to be swept or thrown from doors or windows thereof, any dirt or other substance.

Garden hoses, bicycles, toys, tools, or any other objects should not be left anywhere in the common areas when not in use or personally attended.

Damage to landscaping or property in the common areas will be repaired at the expense of the owner responsible for the damage. Owners are responsible for tenants and guests.

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. **AT CLOSING, PLEASE TRANSFER YOUR GATE FOB TO THE NEW OWNERS. TENANTS SHALL BE PROVIDED THE OWNER'S GATE FOB.**

POOL & SPA

- a. No children under 14 years of age will be allowed at the pool unless accompanied by an adult.
- 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 owner/resident involved.
- k. Trespassers will be prosecuted.
- l. **ANIMALS ARE NOT PERMITTED IN THE POOL AREA!**
- m. Please be sure the pool gates are closed and locked.
- n. **NO SMOKING AT POOL OR PAVILION!**

TENNIS COURTS

- a. No children under 14 years of age will be allowed on the tennis courts unless accompanied by an adult.
- 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. The owner or tenant reserving the facility must be in good standing with the regime. Reservations can be made by contacting PMS at (843) 881-5459.

A \$50 non-refundable rental fee is due and a deposit of \$200.00 is required which will be returned if the area is cleaned properly and no damage has occurred, and is left clean and no damage is noted upon inspection. Any damage to equipment or facilities will be charged to the resident involved.

If there will be a band or commercial sound system, the renter of the pavilion will make sure that it will not disturb other residents. Lights out at 11:00 P.M. **ABSOLUTELY NO EXCEPTIONS!** Violators will forfeit their deposit and a fine may be imposed by the Board of Directors.

Use of TV: Reserving the space for TV use ahead of time must be made via PMS. There is a \$25 reservation fee. Kitchen access is not included. Unless you reserve the space (those who reserve have use and channel selection priority), it will be first come first serve to all HOA members. No charge will be assessed for those members. In both cases, all SP residents may attend.

TV operating instructions: Contact PMS or the Social Committee.

IT IS STRONGLY RECOMMENDED THAT YOU DO A "DRY RUN" TO MAKE SURE YOU CAN OPERATE THE TV AND EQUIPMENT PRIOR TO ANY RESERVED/SCHEDULED EVENT.

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. ARCHITECTURAL REVIEW BOARD

The Architecture Review Board will consist of a minimum of two Simmons Pointe Board members, one Simmons Pointe 2 Board member, and other owners as may be appointed by the Board of Directors.

Per Section 7.3 of the Master Deed, all changes to the buildings must be submitted in writing to the Architecture Review Board and upon its endorsement, to the Board of Directors for approval, which also must be in writing. This includes, but is not limited to, internal unit upgrades such as bathroom or kitchen remodeling as well as all structural modifications to unit interiors such as changes to walls or doorways. All contractors and subcontractors must be insured. In the event of structural modifications, plans must be approved before any work is started, to include but not limited to engineering designs, issuance of necessary town permits, verification of contractor and subcontractor insurance, engineering certifications that work will not impact building structural integrity, and owner acceptance of financial responsibility for any future building damages resulting from said structural modifications. ANY MODIFICATIONS TO BUILDING EXTERIORS IS SPECIFICALLY PROHIBITED SINCE ALL EXTERIORS ARE COMMON HOA PROPERTY. Furthermore, to be clear, all interiors "behind the drywall" are common HOA property, as well. Current and future owners will be responsible for any costs, fines, legal fees, etc. associated with violations of this provision and will be responsible for remedying any damage that could in the future result from structural modifications without Board of Directors approval. Disclosure of this responsibility will be made by the current owner upon sale to future owners. The Board of Directors, at its sole discretion, may require that structural modifications made without Board of Directors approval be restored to their original design at the owner's expense. SEE APPENDIX (1) FOR ADDITIONAL AND DETAILED REQUIREMENTS REGARDING SIMMONS POINTE POLICY FOR INTERIOR RENOVATIONS.

Architectural and design review shall be directed towards attaining the following objectives for Simmons Pointe:

- a. Houses with designs compatible with the existing single family units.**
- b. Preventing excessive or unsightly grading, indiscriminate earth moving or clearing of property, removal of trees or vegetation which could cause disruption of natural water courses or scar natural land forms.**

- c. Insuring that the location and configuration of structures are visually harmonious with the terrain, with the vegetation of the lot and with surrounding lots and structures, and does not unnecessarily block scenic views from existing structures or tend to dominate any general development or natural landscape.
- d. Insuring that the architectural design of structures and their materials and colors are visually harmonious with Simmons Pointe's overall appearance, surrounding development, and natural land forms and native vegetation.
- e. Insuring the plans for landscaping provide visually pleasing settings for structures on the lots and on adjoining or nearby lots which blend harmoniously with the natural landscape.
- f. Insuring that any structure, building, or landscaping complies with the provisions of these covenants.
- g. Promoting building design and construction techniques that respond to energy consumption and environmental quality considerations such as heat loss, air emissions, and runoff water quality.
- h. The listing of specific requirements in no way limits the right and authority of the Architectural Review Board to require any other specific requirements to be included in the plans and specifications, including the landscaping plans.

Other pertinent sections of the Master Deed: (Since Simons Pointe is fully built-out, some of these provisions are largely but not exclusively applicable in the event of unit rebuilding if such a circumstance may arise.)

When a renovation is changing any Regime property the ARB may apply any and all rules it deems applicable on a case by case basis. It is up to the Unit owner to conform or change his plans if necessary

Much of the following doesn't apply to multi-story bldgs.

- a. **Section 7.4: 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.
- b. **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.
- c. **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.
- d. **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.

- e. **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.
- f. **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.
- g. **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.
- h. **Section 7.11: Uniform Mail Boxes.** All mail boxes shall be uniform.
- i. **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.
- j. **Section 7.13: Additional Restrictions for Lots or Common Areas Fronting Marsh.**
 - 1. No foliage or vegetation on the marsh shall be removed or altered without permission of the Architectural Review Board and South Carolina Coastal Council.
 - 2. No dock, pier, or wharf shall be constructed on the marsh without the recommendation of the Architectural Review Board and approval by the Board of Directors.
- k. **Section 7.14: Sign Controls.** No signs of any character shall be erected on any Lot or displayed to the public on any Lot without the recommendation of the Architectural Review Board and approval by the Board of Directors.
- l. **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.
- m. **Section 7.16: Sewer System.** No surface toilets or septic tanks are permitted. Plumbing fixtures, dishwashers, toilets, or sewage disposal systems shall be connected to the central sewer system.

- n. **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. No exposed or exterior radio or television transmission or receiving antenna shall be erected, placed, or maintained on any part of the Simmons Pointe except those facilities approved by the Architectural Review Board. However, normal service pedestals, etc., used in conjunction with such underground utilities shall be permitted.
- o. **Section 7.18: Communication System.** There shall not be permitted or maintained any type of radio or communications system antenna or satellite dish on any exterior portion of a dwelling or on any Lot without the express written permission of the ARB or Board of Directors.
- p. **Section 7.19: Timely Construction Progress.** When construction of improvements on a residence is started on any lot, the improvements must be substantially completed within 45 days from commencement of construction and all landscaping must be completed within 14 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.
- q. **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 one month.
- r. **Section 7.21: Elevation and Drainage Changes.** No changes in the elevation, topography or drainage characteristics 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.
- s. **Section 7.22: Replatting of Lots.** No lot shall be subdivided by an owner, or its boundary lines changed.
- t. **Section 7.25: Temporary Structures.** No structure of a temporary character shall be placed upon any lot at any time, unless approved by the Architecture Review Board.
- u. **Section 7.26: 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 Simmons Pointe.
- v. **Section 7.28: 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 Simmons Pointe, 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 Simmons Pointe.

- w. **Section 7.29: Special Hazards.** Each owner accepts and assumes all the risks and hazards of ownership or occupancy attendant to the ownership.
- x. **Section 7.30: Perimeter Access.** There shall be no access to any lot on the perimeter of Simmons Pointe except from designated roads within Simmons Pointe.
- y. **Section 7.23: Prohibition Against Business Activity.** No business activity or any trade of any kind whatsoever shall be carried on upon or in any lot or unit. However, for clarification, home offices are permitted (e.g., consultancy) since no retail or customer interface activity occurs.

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 Ben Sawyer Blvd, Mt Pleasant, SC 29464 or nancy@charlestonpms.com.

The Board of Directors will establish a Grievance Committee consisting of three non-Board members to review complaints relating to formal Board decisions regarding fines to owners. All such complaints are to be submitted in writing to PMS. The Grievance Committee will then review all circumstances and make recommendations to the Board. The Grievance Committee can also be tasked to review other owner complaints, as the Board deems necessary.

16. 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 deem reasonable 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.

17. CONFLICT OF INTEREST

Members of the Simmons Pointe Board of Directors shall have no financial interest in vendors or suppliers that may produce personal gain.

If at any time a Board Member is in a position where they think there may be a conflict of interest or an appearance of such impropriety, that Board member will remove him/herself from any and all discussion and vote.

18. CHANGES

These Rules & Regulations may be modified at any time by the Board of Directors.

Key Things to Remember (Appendix (1); updated October 2016)

Welcome to all Simmons Pointe Homeowners! As you know, Simmons Pointe has become one of the most sought-after communities in Mount Pleasant! This is due to our rigorous attention to detail, our continuing efforts to maintain the natural beauty of our premises and our fabulously convenient location! But, in order to preserve the continuation of this status, we feel it necessary to remind owners of a few of the Rules and Regulations that impact us on a regular basis. (Note: In no way does this list of “Key Things to Remember” replace or amend the Rules and Regulations and Master Deed you received when you purchased your unit. If you do not have a complete copy of the R&R’s or the MD, please contact PMS and they will provide you with same.)

Key things to remember:

1. All plans for renovations must be provided to the Architectural Review Board for their review and approval, Before the work is begun.
 - a. All outside doors and windows are the property of the Simmons Pointe HOA. As such, these items should not be removed or altered without approval by the Architectural Review Board.
 - b. All contractors and sub-contractors must have their own insurance and owners must obtain insurance and/or agree to take responsibility for any damage which may occur as a result of the renovations.
2. Every property owner is provided with 2 parking spaces, one covered and one uncovered.
 - a. On-street parking is prohibited and please avoid parking on the grass.
3. Use of the pool, tennis courts, and dock are for owners and guests only. Owners should try to be in attendance when these amenities are being used by your guests.
4. The pavilion is available for private parties. Please contact PMS for details. Note, a small deposit may be required.
5. Washing cars and boats is not permitted on these premises
6. RV and commercial vehicles are prohibited in Simmons’ Pointe
7. Grilling on your terrace is a fire hazard and is therefore, not allowed
8. Rental leases must be for a minimum of 6 months. Shorter-term rentals are prohibited and fines may be issued.
9. Please keep your dog(s) under 26 pounds and on a leash at all times. Please pick up the litter. Litter bags are provided at the entrance to the pool.
10. Respect your neighbors and please try to keep noise to a minimum

By signing below, you are agreeing that you have read these rules and know that they are only a partial list of the information provided in the Simmons Pointe R&R’s and Master Deed. The Board and your neighbors appreciate your support and look forward to the continuation of Simmons Pointe enviable position in Mount Pleasant!

I have read and understand these key rules.

Owner's Name: _____ **Unit number:** _____ **Date:** _____

**Sincerely,
Simmons Pointe Board of Directors**

POLICY FOR INTERIOR RENOVATIONS (Appendix (2)); updated October 2016)

- 1. Exteriors of units are the property of the HOA and will not be modified by any owner under any circumstance.**
- 2. In all cases, interior renovations of units will be at the expense of the owner and subject to PRIOR approval by the ARB and/or Board of Directors before construction commences.**
- 3. Any interior renovation that may impact any structural aspect of the building is subject to paragraph 2 above and will include independent engineering assessment (as selected by the Board of Directors) at the expense of the owner. Furthermore, regardless of this assessment, if subsequent structural issues are found to result from these modifications, the owner will bear all costs for the engineering, construction and remedy, including any legal expenses. THIS OBLIGATION WILL PASS TO ALL SUBSEQUENT OWNERS – IT IS THE RESPONSIBILITY OF OWNERS TO DISCLOSE TO POTENTIAL BUYERS.**
- 4. For sound transmission and fire safety reasons, there is a Gypcrete concrete topping slab on the floors between units. The Gypcrete shall not be removed from any unit without prior notification and approval, per paragraph 2. Any owner who makes such modifications will also bear the cost of replacement or repair of the concrete slabs, if warranted. Should cost be incurred by the HOA, they will be borne by the unit owner. The owner will also accept the responsibility for the future performance of the tile or other hard floor finish.**
- 5. Window and Sliding Door Replacement. Windows will be replaced at the direction of the Board of Directors when determined to be necessary, and will not be reimbursed retroactively. Sliding doors will be replaced at the direction of the Board of Directors when determined to be necessary, however costs for upgrades such as French doors may be authorized per paragraph 2 but will be at owner expense.**
- 6. Plumbing, HVAC and Electrical. Simmons Pointe is constructed in a fashion that makes plumbing, HVAC or electrical changes very difficult without significant structural modification. Typically, these subspecialty contractors do not possess the knowledge commensurate with the complexity of Simmons Pointe. Owners who desire to make such modifications are hereby cautioned to consider the complexity of any modification and follow the provisions of paragraph 2. Any changes to the plumbing, HVAC and electrical systems will be borne by the unit owner and will include the structural modifications required as a part of such changes. This work will only be allowed with supervision by the ARB and/or the HOA's engineer and at the unit owner's expense. The simple replacement of switches or fixtures is allowable without notification. One-for-one replacements of exterior or interior HVAC equipment units is allowable if no modification of connection equipment (e.g., conduits) that traverse common building structures.**
- 7. General construction requirements for all interior renovation projects:**
 - a. Qualifications. Contractors for interior modifications shall be qualified to perform that work. The property manager in conjunction with the Board shall make this determination. Contractors that are not on the approved list shall submit their statement of qualifications.**
 - b. Licenses. Contractors that are proposed to do interior modifications shall possess the**

proper licenses both from the state and Town of Mt. Pleasant.

c. Insurance. Contractors that are proposed to do interior modifications shall possess sufficient insurance coverage and shall obtain a statement from their carriers naming the HOA as a separate insured.

d. Scope of Work and Approval. Prior to commencement of any interior modifications, the individual unit owner in concert with the proposed contractor shall submit a detailed proposed scope of work. All elements of modifications shall be addressed. No work shall be performed until the modifications are formally approved. Any additions to the scope of work are to be submitted in the same fashion.

e. Photographic Documentation. At the conclusion of all interior renovations, the unit owner shall submit photographs of the before and after conditions.

f. Time. No interior modifications will be allowed from May 1st to September 10th, except by permission of the ARB and BOD.

g. Permits. Building permits for all interior renovation projects are to be obtained and prominently displayed on-site.

h. Containment. All construction activities associated with individual unit renovation shall be completely contained within the confines of the unit undergoing modifications. The use of stair landings and the like for carpentry work, etc., will not be allowed.

i. On-Site Storage. The storage of construction materials associated with interior modifications will not be allowed on the grounds. Under special circumstances, the ARB and/or Board may allow this activity in specified areas and for specified durations.

j. Sanitary and Debris Facilities. In most interior renovations, it is possible to make use of the toilets within the unit. Where this is impractical, temporary toilets will be allowed and located where designated by the property manager. Under circumstances where a dumpster is needed, it shall be located as determined by the property manager. No debris is to be placed in the containers maintained by the HOA.

k. Cleanup. Contractors performing interior modifications shall maintain the premises in a clean and orderly fashion. All debris shall be completely removed on a daily basis.

l. Damage to Common Elements. All damage to the common areas attributable to a contractor performing interior modifications shall be immediately repaired. All such repairs shall be performed in a timely fashion and in a manner specified by the HOA. In the event that the contractor fails to complete such repairs, the Board will perform this work at the individual owner's expense. Any common area/structural repairs related to faulty workmanship by an owner's contractor after such time the owner's renovations are completed, will be the sole responsibility of the owner to pay for, and have repaired by, an HOA approved contractor.

m. Reporting of Problems. Contractors working on interior renovation projects shall immediately report any water leaks or other similar condition to the property manager.

8. To be clear, all modifications must be approved by the ARB and/or by the Board.

9. Indemnity. A separate indemnity document will be signed by the Unit Owner prior to start of work.