

SIMONS & DEAN

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October 23, 2023

The Honorable Karen Hollings
Charleston County ROD Office
PO Box 726
Charleston, SC 29402

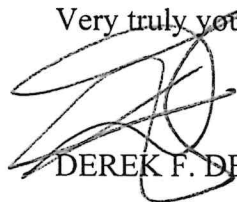
Re: *Pelican Pointe Homeowners Association, Inc.*

Dear Karen:

Enclosed for recording is the original Board Resolution [Adoption and Affirmation of Rules and Regulations and Due Process Procedure] for Pelican Pointe Homeowners Association, Inc. along with our firm's check in the amount of \$25.00 for the recording fee. Upon recording, please return the original within the self-addressed stamped envelope.

With kind regards, I am

Very truly yours,



DEREK F. DEAN

DFD/bdc

Enclosures

cc: Ms. Cheryl Bailey (via email w/o enc.)

**PELICAN POINTE
HOMEOWNERS ASSOCIATION, INC.**

**BOARD RESOLUTION
Adoption and Affirmation of
Rules and Regulations and Due Process Procedure**

WHEREAS, the Board of Directors ("Board") of Pelican Pointe Homeowners Association, Inc. ("Association") is responsible for management, operation and control of Pelican Pointe and the Association, and is also responsible for exercising for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the membership by the law or provisions of the Master Deed for Pelican Pointe Property Regime ("Master Deed") and Bylaws of Pelican Pointe Homeowners Association, Inc. ("Bylaws") recorded January 25, 2007, in Book E613 at Page 006 with the Charleston County Register of Deeds. The Master Deed was amended and/or supplemented by that: Amendment to Master Deed for Pelican Pointe Property Regime recorded April 19, 2012, in Book 0246 at Page 437; Amendment to Master Deed for Pelican Pointe Property Regime recorded December 18, 2018, in Book 0767 at Page 012 with the Charleston County Register of Deeds. The Master Deed as amended and/or supplemented by the foregoing hereinafter individually and collectively also the "Master Deed". Also applicable is/are that: Rules and Regulations of Pelican Pointe Homeowners Association, Inc. recorded December 17, 2018, in Book 0766 at Page 788 with the Charleston County Register of Deeds. The Articles of Incorporation, Master Deed, Bylaws, and any promulgated rules, regulations, guidelines, policies and the like hereinafter collectively referred to as "Governing Documents".

WHEREAS, Article IV Section 5, of the Bylaws states, "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."

WHEREAS, Article VI, Section 3, of the Bylaws states "A majority of the number of Directors shall constitute a quorum for the transaction of business."

WHEREAS, the South Carolina Homeowners Association Act, S.C. Code Ann. Section 27-30-110, et seq., requires all existing homeowner association's governing documents, rules, regulations, and amendments be recorded.

WHEREAS, the Board has determined to adopt and affirm the attached Rules and Regulations and Due Process Procedure, and to record same.

WHEREAS, a duly held and authorized meeting of the Board was held October 16, 2023, and the within Resolution and was put to a vote of the Board. The required quorum was present and the within Resolution was approved by the requisite members of the Board.

NOW THEREFORE, BE IT RESOLVED, in order to protect and assure an attractive, high-quality community, and to best maintain and preserve the community, the Board hereby affirms and adopts the attached Rules and Regulations and Due Process Procedure as follows:

1. The foregoing whereas paragraphs and recitals are and shall be deemed material and operative provisions of this Resolution, and not mere recitals, and are fully incorporated herein by this reference.

2. All capitalized terms used herein shall have the same meaning ascribed to them in the Master Deed and Bylaws, unless the context shall clearly suggest or imply otherwise.

3. Each member of the Board expressly waives any notice requirement, if any, for the meeting.



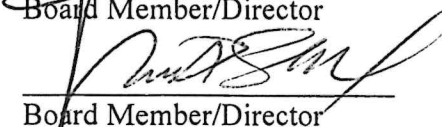
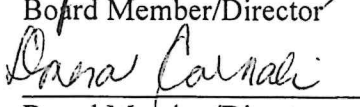
4. The Board hereby affirms and adopts Pelican Pointe Homeowners Association, Inc., Rules and Regulations and Due Process Procedure, attached hereto as Exhibit A, and incorporated herein by reference.

5. This Resolution was adopted by the Board on 10/16, 2023, and the attached Rules and Regulations and Due Process Procedure shall each be effective upon recording.

6. Distribution. The Association and/or the Association's property manager is authorized and directed to circulate a copy of this Resolution and the Rules and Regulations and Due Process Procedure upon recording. Members/Owners are responsible for distributing the same to all occupants and residents.

Each Board Member/Director voting in favor of this resolution has signed his/her name below, and by signing below, s/he acknowledges that this Resolution and the attached shall be effective upon recording.

PELICAN POINTE HOMEOWNERS ASSOCIATION, INC.:

 JOHN DAVID DAWKINS Board Member/Director	<u>10/16/2023</u> Date	 Michelle Belfrage Board Member/Director	<u>10/16/23</u> Date
 Board Member/Director	<u>10/16/23</u> Date	Board Member/Director	Date
 Dana Carnali Board Member/Director	<u>10/16/23</u> Date	Board Member/Director	Date

Rules and Regulations
Pelican Pointe Homeowners Association, Inc.
19 June 2023

A.1 Common Area (all exterior areas to include, but not limited to hallways, parking areas, stairwells.)

All homeowners shall be entitled to use and enjoy the Common Area without infringing on the rights of others. However, no homeowner shall convert any portion of the Common Areas for his/her exclusive use without written approval from the association. For example, installing structures of any kind, plants, trees, shrubbery and/or crops of any type.

A.2 Damage to Association Property

Any defacing or deliberate damage to the Common Area, or equipment installed there in caused by any person including a homeowner, his/her family, tenants, servants, employees, agents, visitors and guest, invitees or licensees shall be promptly repaired at the expense of the homeowner.

A.3 Disturbances

No owner shall use, permit or allow his/her Unit to be used for any immoral, improper, offensive or unlawful purpose nor shall any Unit Owner permit or allow any nuisance or other activity to be conducted in any Unit which would be a source of annoyance or interfere with the peaceful possession, enjoyment and use of Condominium Property by other Unit Owners (including excessive dog barking). No Owner or occupant shall play any musical instrument, radio, television, audio equipment or sound amplifier in such a manner or volume so as to disturb or annoy any other Unit Owner or occupant.

Homeowner must abide by Charleston City and County Ordinances pertaining to disturbances.

A.4 Exterior

Specific rules and regulations governing the exterior of the Owner's unit and limited common area are as follows:

1. The entrances, passages, corridors, stairways, and areas and other Common Areas or Limited Common Areas shall not be obstructed, encumbered or used for any purpose other than ingress and egress to and from the unit and other purposes for which they are intended.
2. Trash containers may not be stored on the balconies or patios of units.
3. No awnings or other projections shall be placed upon or attached to or hung from the exterior of any unit or any General and Limited Common Elements, without the prior written approval of the Board of Directors.
4. No Owner shall install or cause to be installed window units or wall air conditioning units.
5. No signs, advertisements, or other notices shall be inscribed or exposed on or at any window or any part of the General Common Elements without the prior written consent of the Board of Directors except "For Sale" or "For Rent" signs of not more than twelve (12) inches by twelve (12) inches and no more than one may be posted.
6. No blinds, shades, glass, jalousies, ironwork, screens, awning, panels, wall hangings, or coverings shall be affixed or attached to the outside of the building or exterior windows, doors, balconies, decks, patios or interior doors leading onto the corridors without the previous written consent of the Board of Directors of the Association. The use of nails, screws, or any

hardware that penetrates the exterior of the building is expressly prohibited.

A.5 Playing in the Streets and Common Areas

Streets and Common Areas may not be used as play areas. For safety reasons, it is especially important that children not be permitted to operate their play equipment (scooters, bikes, skateboards, roller blades, hoverboards, onewheels, portable basketball goals, etc.) in the parking areas, hallways, elevators, or a Common Area or Limited Common Area.

A.6 Trash/Garbage/Recycling Containers

No garbage cans, supplies, bottles, or other articles shall be placed in the hallways, on the balconies, decks, patios, stairways, any Common Areas or Limited Common Areas.

Common Areas and Limited Common Areas shall be kept free of rubbish, debris, garbage or unsightly material. Rubbish and garbage shall be disposed of in a manner provided for and not placed outside in the corridors, hallways, balconies, decks, patios or stairways at any time or for any reason.

A.7 Smoking

No smoking is permitted in elevators, hallways, under covered common areas, and the pool area.

A.8 Unattended Items

Surf Boards, beach chairs, baby carriages, bicycles, playpens, wagons, toys, benches, chairs or other personal articles or property shall not be left unattended in public areas, lawns, sidewalks, parking areas or the Common Areas for extended periods of time or overnight so as to become offensive to other homeowners.

Unattended items left in the Common Areas or Limited Common Areas will be removed and disposed of immediately.

A.9 Vehicles

A.9.1 Parking

Automobiles and recreational vehicles (boats, trailers, golf carts, etc.) parked on the grass will be towed at the owner's expense. Vehicles not parked in the Unit's space assigned must park in unassigned parking spaces between Buildings A and B, or in the outside lot adjacent to Building A. Guest, tenants, visitors and owners are to use one (1) parking space per vehicle. At no time shall boats, RV's, trailers, campers or other recreational vehicles (collectively, "Recreational Vehicles"), inoperable vehicles, or unlicensed/unregistered vehicles of any type be parked on the Common or Limited Common Areas.

A.9.2 Repairs/Registration/Washing

No repair work on motor vehicles is permitted in the parking spaces except emergency repairs. Only legally registered and operating vehicles are permitted on the grounds. Automobiles or other allowed motor vehicles shall not be washed in assigned parking spaces. Washing may only occur in the designated area adjacent to the garbage areas.

A.9.3 Liability for Damage

Owners of vehicles shall be held liable for all cost to repair damages to the Common Area caused by negligence, repair, operation or parking of a vehicle, or storage of any combustible, dangerous or otherwise hazardous material on the Common Area or Limited Common Area (regardless of the type of container).

A.10 Pets

Pets shall be maintained on or about the Property only if the Owner is granted a conditional license to maintain up to two (2) pets (dogs, cats, birds) by the Board of Directors. Such a license will be granted subject to the following conditions and reservation:

- a. A \$25 yearly registration fee per Dog/Cat. Dogs on a leash must wear a Pelican Pointe Dog Tag.
- b. Acceptable Pets: Unless the Board of Directors grants a waiver of this condition, the only pets permitted on the property shall be dogs, cats, birds and fish.
- c. It shall be the responsibility of the Owner to pay for any and all cost involved in restoring the original new condition any damage caused to the property by a pet.
- d. An Owner shall be financially responsible for any personal injury or personal property damage caused to any Owner, tenant, guest, employee of the Association, or to any member of the public as a result of the Owner's maintenance of a pet.
- e. Pet must be carried in arms or on a leash when taken outside of a Unit.
- f. Pets must not be curbed near the building walkways adjacent to the elevators, in shrubbery or planting areas, or on walkways. Each pet Owner shall be responsible for immediately cleaning up or removing any pet waste.
- g. Failure to immediately remove pet waste will result in a fine to the Owner of the Unit.
- h. Guests, tenants, and visitors of an Owner shall not be permitted to bring any pets onto the property other than those allowed under acceptable pets.
- i. The Board of Directors may, upon their sole determination, revoke or terminate the above conditional license if a pet is either vicious or is annoying other Unit Owners or occupants, or is otherwise a nuisance.
- j. Doghouses, kennels, litter boxes, etc. shall not be permitted on Common Area or Limited Common Areas including patios and balconies.
- k. No pets are to be left on a balcony, porch or patio unless supervised by an occupant of the Unit.
- l. No pets shall be permitted in the elevators unless written approval is obtained from the Board of Directors.

A.11 Storage

All personal property of an Owner shall be stored in their respective Unit. No structures of a temporary character, trailers, tents, shacks, barns, or other outbuildings shall be erected by any Owner or occupant on any portion of the Common Area.

A.12 Safety

Owner shall take reasonable precautions not to permit anything whatsoever to fall from his or her Unit nor shall he or she sweep or throw from the Unit or other part of the Property any dirt, cigarette butts, or other substance into/from the corridors, hallways, balconies, decks, patios or stairways at any time or for any reason.

A.13 Leasing of Units

Units may be rented according to the following provisions:

- a. A Unit leased for any period within a calendar year will be subject to a \$250 annual Association

Leasing Fee.

- b. Copies of all leases, accompanied by the Annual Leasing Fee for initial leases within a calendar year, shall be deposited with the Association.
- c. Tenants shall abide by the Association's rules and regulations and failure to do so shall result in immediate eviction of the offending tenant or tenants.
- d. The lease of any Unit within the Project shall contain provisions to the effect that the rights of the tenant to use and occupy the Unit shall be subject to and subordinate in all respects to the provisions of the Master Deed and the By Laws and to other reasonable rules and regulations imposed by the Association.

A.14 Hazard

No Owner shall permit anything to be done or kept in his/her Unit or on the Condominium Property which will increase the rate of insurance or result in the cancellation thereof on the Unit and/ or the Condominium Property. Nothing shall be done or maintained in any Unit which would be in violation of any law.

A.15 Keys to Units provided to the management company

All Unit owners shall be required to provide the Board of Directors access to each unit, either by providing a key or an entry code to be used in case of emergency for entry into the unit.

Due Process Procedures

1. The Board of Directors shall have the authority to assess charges against any owner for any violations of the Declaration, the Bylaws or the rules and regulations for which an Owner, or their family members, tenants, guest, or other invitees are responsible.
2. Upon FIRST written notice of a violation, an Owner will have 10 days from date of letter to correct any said violation of a continuing nature. The Owner MUST notify the Association that the violation has been corrected, and a re-inspection will be conducted.
3. If a violation is not corrected within 10 days, a SECOND and FINAL written notice of violation will be sent with a 10-day deadline to correct the violation. The fine amount will begin on the 11th day following the SECOND and FINAL notice, if the violation is not corrected. Again, the Owner must notify the Association that the violation has been corrected and a re-inspection will be conducted.
4. On the 11th day after the second and final written notice of violation of a continuing nature, a twenty-five-dollar (\$25) fine will be assessed per day until notice is given by the homeowner that the violation has been corrected.
5. The amount of charges so assessed shall not be less than twenty-five dollars (\$25) for a single offense type violation, or twenty-five dollars (\$25) for an offense of a continuing nature. These charges shall be treated as an assessment against the Owner's Unit.
6. The following violations will result in automatic fines with NO letter of warning. (\$50 for first infractions, \$100 for second infraction, and \$150 for each additional infraction)
 - a. Grilling/barbecuing on balconies, decks, or patios
 - b. Litter/ garbage left on common areas
 - c. Washing vehicle in undesignated washing area
 - d. Pet not on leash
 - e. Not removing animal waste
 - f. Pet without appropriate license and corresponding pet tag
 - g. Unit Owner or Occupant in pool area without an access fob
 - h. Noise disturbances
 - i. Lines, clothing, towels, etc. hanging from balconies and or stairways
 - k. Dirt, cigarette butts or any other substance being thrown or swept into or from any common areas or balconies.
7. The following violations will result in automatic fines with NO letter of warning (\$150 per infraction)
 - a. Operating a wheeled device (skateboard, heeies, roller blades, etc.) in the common areas (parking areas, hallways, elevators, etc.)
 - b. Using a grocery cart in the hallways between 11:00 PM and 6:00 AM
 - c. Damage to association property
8. The following violations will be given one letter or warning before the assigned fine will be levied:
 - a. Inoperable vehicles in parking lot - \$25 per day
 - b. Expired tags on vehicle - \$25 per day
 - c. Personal items in common area - \$25 per day
 - d. Signs, advertisements, or other notices - \$25 per day
 - e. Boat or other recreational vehicle on property - \$25 per day
 - f. Taking more than one parking space per vehicle - \$25 per day

All fines to be paid to Pelican Pointe Homeowners Association Inc.

LAW OFFICES OF
SIMONS & DEAN
ATTORNEYS AT LAW • (843) 762-9132
147 WAPPOO CREEK DRIVE, SUITE 604
CHARLESTON, SC 29412



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10/23/2023

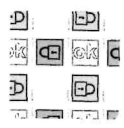
PAY TO THE ORDER OF Charleston County ROD Office \$ ****25.00**

Twenty-Five Only***** DOLLARS

OPERATING ACCOUNT

MEMO

Gov Docs / Pelican Pointe HOA




AUTHORIZED SIGNATURE

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