

RECEIVED 1/6, 2023
PER CLERK
ROD OFFICE SW
CHARLESTON COUNTY, SC 1157-397

**SIMMONS POINTE
HOMEOWNERS ASSOCIATION, INC.**

**SIMMONS POINTE BY-LAWS
RULES & REGULATIONS**

Please cross-reference:

Master Deed for Simmons Pointe Horizontal Property Regime
and the By-laws for Simmons Pointe Homeowners Association, Inc.
recorded January 13, 1986, in Book A151 at Page 796
in the Charleston County Register of Deeds

Simmons Pointe By-Laws

~ ~ ~

SIMMONS POINTE HORIZONTAL PROPERTY REGIME RULES & REGULATIONS

Revised November 29, 2022

I. 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. The 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. Input is encouraged and welcomed from homeowners/residents of Simons Pointe and Simons Pointe 2 for shared matters.

The pavilion, pool, dock, and tennis courts are amenities belong to the homeowners and are for the use of RESIDENTS AND THEIR GUESTS ONLY. Owners' amenities privileges are transferred to tenants if you lease your unit. RESIDENTS 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 homeowner responsible.

It is the owner's responsibility to be cognizant of Simmons Pointe governing documents and conveying them to tenants and guests. Owners will be held responsible for compliance by tenants and guests. See Simmons Pointe website www.simmonspointehoa.com for Master Deed, By-Laws, and Rules and Regulations (contact Property Management Services (PMS) for password and access assistance.) Occasionally a summary of some provisions may be provided to all Unit Owners and residents to emphasize selected provisions.

Property management. Please report any problems and requests for service to Property Management Services (PMS) at (843) 881-5459. After-Hours Emergency Pager at (843) 863-6700. Timely reporting of any maintenance problem that threatens any structure is required.

Unit access. Per Simmons Pointe Master Deed Article VIII Section 1, the Board of Directors or Property Management may access each Unit as may be necessary for inspection, maintenance, emergency repair or replacement of any Common Area accessible therefrom to prevent damage. Therefore, a key (with deactivation code if alarm is installed) and emergency contact information are required to be provided to PMS for every Unit.

II. NOISE AND NUISANCES

No owners/tenants shall make or permit any noise that will disturb or annoy the occupants of any unit in Simmons Pointe or permit anything to be done that will interfere with the rights, comfort, or convenience of other owners/tenants. Thoughtful behavior and consideration of neighbors is

especially important in a multifamily setting. Town of Mt. Pleasant ordinances govern issues such as excessive noise, which should be reported to the police for resolution. Construction or other noise producing activity by Unit Owners or their contractors is permitted Monday to Saturday from 9 AM to 5 PM. Only quiet work may be done on Sunday and official federal or state holidays (regardless of day of the week). No obnoxious or offensive activity shall be allowed on any property or lot. No behavior that may cause embarrassment, discomfort, annoyance, or a nuisance to neighbors shall be allowed. No trash, leaves or rubbish may be burned on any lot or property within Simmons Pointe. No items of a noxious, dangerous, unsightly, unpleasant nature such that may diminish or destroy the enjoyment of property in Simmons Pointe shall be allowed.

III. PARKING

Each unit shall be assigned two (2) parking spaces as provided and designated by the Board of Directors. At least one (1) of these spaces shall be covered. Unmarked spaces shall be marked upon request of affected unit owners. Parking spaces are designated as follows:

Bldg 1 (10 units) – 20 spaces required

Parking underneath: 12 spaces for 6 units (A, B, E, H, I, J)

Carports: 6 spaces (unmarked; use by C, D, F, G)

Uncovered: 2 spaces (unmarked) across from Bldg 1 and 2 (use by C, D, F, G)

Bldg 2 (10 units) – 20 spaces required

Parking underneath: 8 spaces for 4 units (A, B, I, J)

Carports: 6 spaces for 6 units (C, D, E, F, G, H)

Uncovered: 6 spaces for 6 units (unmarked) across from Bldg 2 (C, D, E, F, G, H)

Bldg 3 (6 units) - 12 spaces required

Parking underneath: 12 spaces sufficient for all 6 units

Bldg 4 (4 units) – 8 spaces required

Parking underneath: 8 spaces sufficient for all 4 units

Bldg 5 (10 units) – 20 spaces required

Parking underneath: 12 spaces for 6 units (A, B, E, H, I, J)

Carports: 6 spaces for units indicated (C, C, D, F, G, G)

Uncovered: 2 spaces (unmarked) across from Bldg 5 (D, F)

Bldg 6 (15 units) – 30 spaces required

Parking underneath: 16 spaces for 8 units (A, B, C, G, J, L, N, O)

Carports: 14 spaces for 7 units (2 spaces each: D, E, F, H, I, K, M)

Houses (20 units)

Parking underneath sufficient for all houses

Boats, trucks, trailers, campers, motorcycles, or any other type recreational vehicle must be parked in the covered assigned areas only. The Board of Directors may authorize short term waivers on a limited basis, and upon written request. Only cars may be parked in uncovered parking areas. UNASSIGNED PARKING SPACES SHALL BE DESIGNATED PARKING FOR NON-RESIDENT GUESTS, NOT FOR UNIT RESIDENTS THEMSELVES. These non-resident guests may park any type vehicle in the guest parking for a period not to exceed one (1) week.

WE LIVE IN A CONDOMINIUM COMMUNITY SO PLEASE BE RESPECTFUL OF YOUR NEIGHBORS AND DO NOT EXCEED THE NUMBER OF SPACES ALLOTTED TO EACH UNIT. DESIGNATED GUEST PARKING AREAS ARE FOR NON-RESIDENT GUESTS ONLY, NOT FOR RESIDENTS' VEHICLES. RESIDENTS WHO ARE IN VIOLATION SHALL BE SUBJECT TO FINES FOR EACH OCCURRENCE AS THE BOARD OF DIRECTORS MAY DETERMINE. AFTER TWO (2) DAYS, THE RESIDENT'S VEHICLE WILL BE TOWED AT THE VEHICLE OWNER'S EXPENSE AT THE DISCRETION OF THE BOARD.

On-street parking is not permitted for driving safety reasons due to some blind corners and/or poor visibility during inclement weather and for the general appearance of our community. Fire code requires 20 feet unobstructed road width. However, other than at blind corners, temporary non-overnight parallel parking by service vehicles and guests during special events is authorized with two wheels on/off payment to minimize obstruction to the flow of traffic.

Driving vehicles, golf carts or bicycles on the grass area is not permitted.

Washing of recreation 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 by automobiles, bicycles, motorcycles, trash or recycling bins, toys, or other objects.

IV. VEHICLE RESTRICTIONS

Vehicles that are gaudy, unsightly, or otherwise objectionable in a residential environment must not be kept on the property overnight. All vehicles must be registered and insured. No junked, disabled, stripped, partially wrecked, unlicensed or invalidly licensed motor vehicle, or parts thereof, shall be permitted to be parked or kept in Simmons Pointe. Residents who drive or park illegal vehicle(s) are subject to daily fines as the Board of Directors may determine and/or the

vehicle(s) will be towed at the vehicle owner's expense at the discretion of the Board. Operation of motorcycles is not permitted at Simmons Pointe and subject to a fine per occurrence, at the discretion of the Board of Directors. Motorcycles must be walked on/off the premises.

V. PETS

Dogs weighing over 40 pounds are not permitted; however, this weight limit may be waived by the Board of Directors for service dogs, dogs owned at the issuance of this document, or on a case-by-case basis upon written request that cites specific circumstances. Regardless of the weight of the dog, approval of a waiver, or how long the dog has resided at Simmons Pointe, dogs that are deemed excessively noisy in the judgement of the Board of Directors are not permitted. Dog owners are responsible for making sure dog-bite insurance is in effect for their dog or dogs of guests. Dogs must be on a leash and under personal control and supervision at all times. Mt. Pleasant has a strict leash law and a pet warden patrols on a regular basis. Do not allow pets to run loose. Dog waste **MUST** be picked up or a **FINE WILL BE ASSESSED**. Please be considerate of your neighbors. **USE A LEASH, SCOOPER, AND DISPOSE OF BAGGED WASTE IN YOUR DESIGNATED TRASH BIN.**

Other small pets are authorized such as birds and cats without Board of Directors approval. No exotic pets are permitted, such as snakes or other creatures deemed inappropriate for our neighborhood by the Board of Directors.

VI. SAFETY AND PREVENTIVE MAINTENANCE

Safety is our top priority. Violations shall be fined as the Board of Directors deems appropriate. Periodic preventive maintenance and personal safety inspections are necessary to assure proper equipment operation and security of your Unit as well as to mitigate potentially adverse impact to neighboring Units. The Unit Owner shall be responsible for any damage to other Units or HOA property that is attributable to a Unit (e.g., leaks from plumbing, water heaters, air conditioning units, or lack of winterization). Repairs to HOA property shall be made at the direction of the Board of Directors and assessed to the Unit. Damage to other Units shall be handled between Unit Owners.

A. The speed limit in Simmons Pointe is 12 MPH. Every resident is expected to comply for the safety of all.

B. Temporary parking by service vehicles and guests for special events is authorized if there is no obstruction to the flow of traffic, or parking on grassed areas (two wheels on/off pavement authorized).

C. Fire safety:

1. Simmons Pointe construction is all wood so therefore HIGHLY susceptible to fire.
2. Grilling on decks is prohibited per Mt. Pleasant Fire Marshal.
3. Units are required to have a minimum one (1) fire extinguisher on each floor for every 1500 sq. ft., or on every floor. Inspect fire extinguishers annually or as recommended by manufacturer.
4. Smoke/hazardous gas alarm systems with remote monitoring are recommended for each floor.
5. The HOA is responsible for exterior chimney caps. The Unit Owner is responsible for cleaning, maintaining, and repairing internal unit flue and firebox. If fireplace is used, annual cleaning of chimney flue is recommended.
6. The Unit Owner is responsible for dryer vent cleanliness. Annual cleaning is recommended. The HOA will investigate rerouting conduits/vents upon request of Unit Owners.
7. Periodic electrical safety inspection is recommended.
8. Easily accessible portable fire escape ladder is recommended in case egress is precluded via unit entrance.
9. If the Unit uses propane, installation of tank must meet Town of Mt. Pleasant code requirements.
10. Fireworks of any nature are prohibited at Simmons Pointe.

D. Water damage avoidance:

1. Periodic plumbing inspection, including water heater, refrigerator, toilets, etc. is recommended.
2. Semi-annual HVAC inspection, including condensation drains and HVAC unit shut-off valves, is recommended with additional cleaning of condensation drains as recommended by HVAC maintenance professionals.
3. Minimum unit temperature set at 50 degrees Fahrenheit during winter months is recommended.

4. Dripping faucets when freezing temperatures are forecast is recommended.

5. Simmons Pointe is in a flood zone and susceptible to periodic flooding from rising or wind driven tides and/or rainfall. Residents are responsible for damage caused to any tangible personal item(s) by water or other casualty in all ground level areas.

E. Elevators are installed in the six high rise condominium buildings for the convenience of residents and guests. However, for safety reasons, and in accordance with South Carolina Fire Code Section 1003.7, residents MUST be able to use stairs for unit access/egress. Although the HOA will make every effort to provide elevator service, interruptions of electrical service due to extreme weather events, other power outages, fires, planned maintenance, unplanned repairs, or other unavoidable circumstances will cause elevators to be unavailable for use. Elevators are intended ONLY for transporting residents/tenants and guests only and small items (e.g., pets, groceries, luggage) – NOT FREIGHT, CONSTRUCTION MATERIALS, OR RENOVATION WASTE. Cost of repairs due to misuse of elevators such as overloading, particularly for elevators in Buildings 1 through 5 where the weight limit is 400 pounds, that causes an unplanned disruption of service shall be charged to the Unit Owner and fines may be imposed. Unless a safety issue requires immediate attention, repairs will be accomplished during normal business hours.

VII. COMMON AREAS, FACILITIES, AND AMENITIES

Simmons Pointe enjoys a beautiful, green space and is proud to have received formal designation as a Certified Wildlife Habitat by the National and South Carolina Wildlife Federations. We are committed to protecting our natural environment and the wildlife with which we cohabitate our special location on the marsh. Although we trap or otherwise humanely remove nuisance creatures such as rats and squirrels, any intentional mistreatment of waterfowl or animals on our property will be immediately reported to federal and state authorities for appropriate action.

The facilities and amenities of Simmons Pointe are for the exclusive use of the owners, tenants, and guests. Owners whose assessments are in arrears may have their access suspended.

OWNERS WILL TRANSFER GATE FOB TO THE NEW OWNERS. TENANTS SHALL BE PROVIDED WITH THE OWNER'S GATE FOB.

SMOKING IS NOT PERMITTED AT ANY AMENITY.

Repair/replacement of any item or feature of an amenity or facility necessitated by damage caused willfully or accidentally shall be assessed to the Unit Owner responsible.

Gates to the pavilion, pool, tennis courts, and dock (if gate installed) shall remain locked at all times, with access by code or appropriate fob.

A. PAVILION

1. The pavilion area is available for use by Unit Owners in good standing with the regime and their families or tenants, and accompanied guests only.

2. The pavilion may not be used for any political or commercial purpose. (See also Sections XVII and XVIII.) Commercial purpose is defined as, but not limited to, the sale, trade, or conveyance of any product or service from one person or organization to another for which one person or organization receives compensation or service that results in a profit or gain.

3. Reservations.

(a) The Social Committee shall have priority use of the pavilion for HOA events.

(b) A Unit Owner or tenant may reserve the pavilion by contacting PMS at (843) 881-5459. Kitchen access is included, if requested ahead of time. A deposit of \$200.00 is required, which will be returned upon inspection if the area is cleaned properly and no damage has occurred. Any damage to equipment or facilities will be charged to the Unit involved.

(c) A Unit Owner or tenant may reserve the pavilion a maximum of one (1) time per month. Reservations shall be made no more than 45 days prior to the requested date. Waiver requests for special occasions such as wedding receptions that necessitate longer term planning may be submitted to the Board of Directors for consideration.

4. If there will be a band or commercial sound system, the user of the pavilion shall make sure that it will not disturb other residents. Lights out at 11:00 P.M. ABSOLUTELY NO EXCEPTIONS. Violators will forfeit their deposit, a fine may be imposed by the Board of Directors, and attendees may be subject to any consequences pursuant to noise ordinances of the Town of Mount Pleasant.

5. Unless the pavilion is reserved, it will be available on a first-come basis to any Unit Owner or tenant, but use shall be open to any other resident who wishes to access the facility.

6. For 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.

B. POOL

1. No children under 14 years of age shall be allowed at the pool unless accompanied by an adult.
2. Swim and use the facilities at your own risk. No lifeguard will be on duty. The regime and its representatives assume no liability for injury or damage to, or theft of, personal belongings.
3. The pool is open from 10:00 A.M. to 10:00 P.M., Tuesday through Sunday. The pool may be closed Monday for chemical treatment.
4. Running or scuffling in the pool area is prohibited. Diving is prohibited.
5. No cut-offs or shorts are permitted in the pool, swim wear only!
6. Persons with skin disorders or other infections must not enter the pool.
7. No glassware of any kind is permitted in the pool.
8. Swimmers must take a shower before entering the pool if they have suntan lotion or oil on their body.
9. Trash must be placed in containers in the pool area.
10. Any damage to equipment or facilities will be charged to the owner/resident involved.
11. Trespassers will be prosecuted.
12. ANIMALS ARE NOT PERMITTED IN THE POOL AREA.
13. Please be sure the pool gates are closed and locked.
14. The pool area shall be available to all authorized users and shall not be reserved.

C. TENNIS COURTS

1. No children under 14 years of age shall be allowed on the tennis courts unless accompanied by an adult.

2. Use the facilities at your own risk. The regime and its representatives assume no liability for injury or damage to, or theft of, personal belongings.
3. The tennis courts are open daily from 8:00 A.M. to dusk.
4. If owners or tenants are waiting for a court, please limit your time to one (1) hour on the court.
5. No glassware of any kind is permitted in the court area.
6. Trash must be placed in containers.
7. Any damage to equipment of facilities will be charged to the resident involved.
8. Trespassers will be prosecuted.
9. Animals are not permitted on the courts.
10. Please be sure the tennis court gates are closed when you leave.
11. SKATEBOARDS, SKATES, BICYCLES, MOTORBIKES, OR OTHER TOYS OR EQUIPMENT ARE NOT PERMITTED ON THE COURTS.

D. DOCK

1. It is the sole responsibility of residents and guests to be aware of and follow Federal statutes and South Carolina Code of Laws and regulations pertaining to fishing, crabbing, and interference with migrating waterfowl.
2. Crab traps shall be clearly marked with the Unit Owner's name. Use of the dock for crabbing may be withdrawn from the offending Unit Owner for failure to harvest crabs (e.g., leaving crabs to die in traps at low tide).
3. When not in use, please turn chairs over to keep them clean.
4. For convenience of launching/landing kayaks at the entrance to the pier, a removable cable has replaced the wooden side railing. For the safety of others, kayakers must replace the cable after launching/landing kayaks. Only Simmons Pointe residents may store kayaks at the end of the dock by Building 6. Stored kayaks shall not impede access to walking paths or ground maintenance and must be stacked in an orderly fashion in the judgment of the Board of Directors.
5. Any damage to equipment or facilities will be charged to the resident involved.

VIII. RENTING OF UNIT

No time sharing or leases less than six (6) months are permitted. The Unit Owner must provide a copy of any leasing agreement to the property manager (PMS) with contact information for the person(s) leasing his/her unit and must provide a copy of these Rules and Regulations to the tenant. The Unit Owner is responsible for ensuring that tenants comply with all condominium documents and shall be responsible for any and all infractions of his/her tenant.

Short-term rentals such as Airbnb/B&B are strictly prohibited. The Board of Directors may impose a fine up to \$300 per day for violations of this provision, regardless of when discovered. Fines are subject to increase based on market demand. The Board will pursue all possible legal remedies to assure full compliance and all expenses incurred will be assessed to the Unit Owner.

IX. LIMITED COMMON AREAS.

Units have exclusive use of certain HOA common areas called Limited Common Areas. They include the areas under and in the immediate vicinity of houses and the car run/carport and external porch and stoop of the high-rise units. Although the HOA is responsible for maintenance, per the Master Deed, Unit Owners are responsible for cleanliness of limited common areas for which the unit has exclusive use.

X. 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 than ingress and egress.

XI. 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 DECKS AND PORCHES EXCEPT WITH AN ELECTRIC GRILL.

XII. 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, interior shutters, or mini-blinds must be installed by each owner on all windows of the unit and must be maintained at all times. The color of such window coverings 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 and limited common areas for exclusive use by the unit (e.g., parking runs, storage units), 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 shall 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 damage by tenants and guests.

XIII. WATER AND PLUMBING

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

The owner shall close all windows when their Unit is unattended to avoid possible damage from storm, rain, freezing, or other elements.

Water damage to HOA property that is attributable to a Unit (e.g., leaks from plumbing, water heaters, air conditioning units, or lack of winterization) will be the responsibility of the Unit Owner to repair in a timely manner and to the satisfaction of Board of Directors. Otherwise, repairs to HOA property will be made at the direction of the Board of Directors and assessed to the Unit. Damage to other Units will be handled between Unit Owners.

XIV. HVAC

HVAC systems are the property of Unit Owners, who are responsible for maintenance and replacement. The HOA will provide access via drywall for maintenance of HVAC components external to Units that are not accessible or repairable via other means.

XV. ARCHITECTURAL REVIEW BOARD

The Simmons Pointe HOA is committed to preserving the original architectural appearance and integrity of the Simmons Pointe Horizontal Property Regime and maintaining our certification as a wildlife habitat by the National Wildlife Federation and the South Carolina Wildlife Federation. The Architectural Review Board (ARB) has been established to assure that the architectural

design of structures and their materials and colors are preserved and are visually harmonious with Simmons Pointe's overall appearance, surrounding development, natural land forms, and native vegetation.

The ARB shall consist of a minimum of two (2) members of the Simmons Pointe Board of Directors, one (1) member of the Simmons Pointe 2 Board of Directors (requested for issues that affect both regimes), and other owners as may be appointed by the Board of Directors. The Board of Directors is responsible for overall compliance with this policy as pertains to Simmons Pointe HOA, and may impose fines for violations, as appropriate.

A. Exteriors of units are common property of the HOA and shall not be modified by Unit Owners.

1. No change or modification or alteration of any nature to the design and appearance of any exterior surfaces or facades is authorized. Nor shall any Unit Owner erect a gate or fence, paint any door or external roof area, or change the design or color of exterior lighting without approval by the Board of Directors.

2. If approved by the Board of Directors, lights erected on any 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.

3. No fences are allowed except those that are erected by the HOA for security at the boundary of the regime property.

4. No structure of a temporary character shall be placed upon any lot at any time, unless approved by the Board of Directors.

5. No clothes lines, drying yards, dog houses, tree houses, sheds, or any other accessory structure shall be constructed upon any lot or under any house.

6. No exposed or exterior transmission or receiving antenna/satellite dish shall be erected, placed, or maintained except at those locations approved by the Board of Directors. All electrical service, wires, pipes, lines, telephone, cable television lines and utility services of any type shall be placed in appropriate conduit underground. No outside electrical lines shall be placed overhead or installed in a manner that damages the integrity of building exteriors, such as drilling through siding, unless approved by the Board of Directors.

7. Flags, banners, and bunting may be displayed in a respectful manner in immediate proximity to the owner's unit and shall be in good condition. Types of flags or banners permitted: United States of America, state, U.S. military, U.S. patriotic, college, sports, holiday or seasonal. No flag may be larger than a

standard American flag (3 feet x 5 feet) and must be portable/removable. Flags or banners of a political or offensive nature, for sale signs, or any commercial signage are strictly forbidden.

8. No signage of any type shall be erected or displayed on Simmons Pointe property without the approval of the Board of Directors. Signage displayed outside the perimeter wall shall be permitted, subject to Town of Mt. Pleasant ordinances.

9. No junk, debris, or materials of any type shall be stored on a lot other than in an approved enclosed structure or in a manner that is not visible from any other lot, street, easement, or amenity area. Firewood, trash cans, and bicycles may be stored outside under buildings and in side or rear yards only and not visible from any lot or street. Due to termite risk, firewood must not be stacked against any building and must be elevated on a rack if stored on any porch or stoop.

10. Windows and doors, including skylights and sliding glass doors, and chimney caps are unit exteriors and thus HOA property. They shall be replaced by the Board of Directors when determined to be necessary.

11. All structural aspects of buildings that are loadbearing are the responsibility of and under the control the HOA.

12. The Board of Directors is responsible for maintenance and repair of all building exteriors, common areas, and Limited Common Areas. To execute this responsibility, the Board maintains a timetable that accommodates priorities for weather intrusion, safety and other considerations. Upon review by the ARB and approval by the Board of Directors, Unit Owners may, at their own expense, accomplish aesthetic or other improvements normally provided by the HOA.

13. Plans for modification to any patio or porch, including screening addition or glassing in, must be approved by the ARB and the Board of Directors prior to the commencement of construction. Maintenance and repair of the modification are the responsibility of the Unit Owner.

14. Unit Owners serviced by an elevator may, at their own expense and with the concurrence of all affected Unit Owners, redecorate the elevator cab, provided there is no impact to the controls or operation of the elevator. Written requests with plans shall be submitted to the property manager (PMS) for review by the ARB and approval by the Board of Directors.

15. Unit Owners may install charging stations for electric automobiles. Written requests with plans that indicate connection to the Unit's power meter via conduit

that matches the color of the traversed areas shall be submitted to the property manager (PMS) for review by the ARB and approval by the Board of Directors.

16. Window-mounted air-conditioning units are prohibited.

B. Interior Renovations.

1. All interior renovations of units shall be at the expense of the Unit Owner.

2. For sound transmission and fire safety reasons, there may be a Gypcrete concrete topping slab on the floors between units.

(a) The Gypcrete shall not be removed from any unit or replaced without engineering assessment and prior approval of the Board of Directors. Any Unit Owner who makes such modifications shall also bear the cost of replacement or repair of the concrete slabs, if warranted. This obligation shall pass to subsequent Unit Owners.

(b) If wood floors are being installed, an underlayment that is a moisture barrier and sound barrier combined with a minimum of 71 percent soundproofing is required. The current/future Unit Owner shall be responsible for the future performance of the tile or other hard floor finish.

(c) Since obligations in this subsection shall pass to subsequent Unit Owners, it is the responsibility of Unit Owners who have made such changes to disclose them to potential buyers.

3. Changes to plumbing, HVAC, and electrical systems shall be borne by the Unit Owner and shall include any structural modifications required as a part of such changes. The simple replacement of switches or fixtures is allowable without notification. One-for-one replacements of exterior or interior HVAC equipment units are allowable without notification if there is no modification of connection equipment, such as conduits that traverse common building structures.

C. Requirements for execution of any renovation projects.

1. The ARB shall review all requests pursuant to the provisions addressed herein and recommend to the Board of Directors approval, disapproval, or approval with modification. The request shall be submitted in writing (email preferred) to the property manager (PMS) and shall include technical specifications with plans, sketches, timeline, and other documentation necessary to sufficiently describe the intended scope of work, including a statement of compliance with this guidance unless a specific waiver is requested. If the proposed project is similar to

previously approved projects, the property manager (PMS) may be able to provide those plans to the requestor to assist with the planning process and expedite approval. Any additions to the scope of work are to be submitted in the same fashion. No work is to be performed until the request is approved. ALL RENOVATION REQUESTS MUST BE SUBMITTED BY USE OF THE RENOVATION REQUEST FORM (ENCLOSURE (1)).

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

3. Contractors that are proposed to do modifications shall possess the proper licenses from the state and Town of Mt. Pleasant.

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

5. All improvements that may impact fire safety, including but not limited to installing, relocating, or installing/replacing propane lines, fixtures, or tanks, must be approved by the Board of Directors prior to commencement of any construction and meet fire code requirements that may extend beyond the specific installation, such as exhaust, firebox, or flue specifications.

6. Construction or other noise producing activity by Unit Owners or their contractors is permitted Monday to Saturday from 9 AM to 5 PM. Only quiet work may be done on Sunday and official federal or state holidays (regardless of day of the week).

7. Any renovation that may impact structural aspects of the building shall include construction documents sealed by an engineer licensed in the state of South Carolina at the expense of the Unit Owner.

(a) If subsequent structural issues to his/her Unit or other Units are found to result from these modifications, the current/future Unit Owner shall bear all costs for the engineering, construction and remedy, including any legal expenses. Current Unit Owner is responsible for including information in Seller's Disclosure if selling the Unit.

(b) If modifications are made without Board of Directors approval, the Board of Directors may require that structural modifications be restored to their original design at the Unit Owner's expense.

(c) Current/future Unit Owners shall be responsible for any costs, fines, legal fees, etc. associated with violation of this provision and shall be responsible for remedying any damage that could result in the future.

(d) SINCE OBLIGATIONS IN THIS SECTION SHALL PASS TO SUBSEQUENT UNIT OWNERS, IT IS THE RESPONSIBILITY OF UNIT OWNERS WHOSE UNITS HAVE SUCH STRUCTURAL CHANGES TO DISCLOSE THEM TO POTENTIAL BUYERS.

8. All construction activities associated with individual unit renovations shall be completely contained within the confines of the unit undergoing modifications. The use of stair landings and the like for carpentry work, etc., is not be permitted.

9. Storage of construction materials associated with renovations will not be allowed on the grounds. Under special circumstances, if requested in accordance with this guidance, this activity may be permitted in specified areas and for specified durations.

10. Contractors performing renovations shall maintain the premises in a clean and orderly fashion.

(a) All debris shall be completely removed on a daily basis. Under circumstances where a dumpster is needed, it shall be located as determined by the property manager.

(b) No dumpster may remain on HOA property for more than two (2) weeks but requests to use a dumpster may be submitted multiple times.

(c) No debris is to be placed in the containers maintained by the HOA.

11. Toilets within a unit being renovated should be used. If this is impractical, temporary toilets will be allowed at a location designated by the property manager (PMS). No temporary toilet may remain on HOA property for more than two (2) weeks but requests to use a temporary toilet may be submitted multiple times.

12. Under no circumstances shall an elevator be used to remove debris or carry equipment, building supplies, appliances, or other freight. Unit owners are responsible for informing contractors and subcontractors of this stipulation and shall be responsible for any damage and repair costs due to elevator misuse.

13. All damage to the common areas or other units attributable to a contractor or subcontractor performing interior modifications shall be immediately repaired.

(a) All such repairs shall be performed in a timely fashion and in a manner specified by the HOA and/or the Owner of any other affected unit.

(b) In the event that the contractor fails to complete such repairs, the Board of Directors shall perform this work at the Unit Owner's expense. Any subsequent repairs related to faulty workmanship by a Unit Owner's contractor after the Unit Owner's renovations are completed shall be the sole responsibility of the Unit Owner to pay for, and have repaired by, a licensed contractor.

(c) Contractors or subcontractors working on interior renovation projects shall immediately report any water leaks or other such issues to the property manager (PMS).

XVI. LANDSCAPING

The Landscape Committee shall consist of at least one Simmons Pointe Board member and other owners as may be appointed by the Board of Directors. Approval of the Simmons Pointe landscaping plan is subject to review by, and concurrence of, the Board of Directors. The Landscape Committee will function in accordance with the following guidelines.

A. The plans for landscaping shall provide visually pleasing settings for structures on the lots and on adjoining or nearby lots which blend harmoniously with the natural landscape. An annual landscaping plan will be implemented by the Board of Directors. Owners who may have specific landscaping requests for common areas in the immediate vicinity of their unit that exceed this plan shall submit the request in writing to the Board of Directors. Other owners in proximity must concur. The requestor(s) shall bear the expense.

B. No foliage or vegetation on the marsh shall be removed or altered without permission of the Board of Directors upon the recommendation of the Landscape Committee and in accordance with South Carolina Coastal Council requirements. No landscaping shall be permitted that obstructs the view of any marsh, stream or other body of water when viewed from inside any Unit. However, trimming or enlargement of existing trees that occurs as a natural consequence of growth will not be performed if such pruning at all impacts the health of the tree. Unit Owners may request the Landscaping Committee to have pruning performed at his/her own expense if the health of the tree is not impacted.

XVII. BUSINESS ACTIVITY

No business activity or any trade of any kind whatsoever shall be permitted, including garage sales. (See also Section VII, paragraph A.2.) However, as a family-oriented community, children

may have occasional lemonade stands and the like, subject to Board of Directors review. Home offices are permitted (e.g., consultancy), since no retail or customer interface activity occurs.

XVIII. POLITICAL ACTIVITY

No political activity of any kind shall be permitted on Simmons Pointe property. (See also Section VII, paragraph A.2.)

XIX. SPECIAL HAZARDS

Each owner/resident is responsible for and assumes all risks and hazards of ownership or occupancy, including having appropriate and adequate personal insurance.

XX. FINES

The Board of Directors shall have the power to impose reasonable fines and issue a cease-and-desist request to a Unit Owner, guests, invitees, or lessees whose actions are inconsistent with the provisions of the Master Deed, By-Laws, 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 deemed reasonable by the Board of Directors.

XXI. COMPLAINTS

Complaints regarding the management of Units and grounds, actions of other Unit Owners, or the Board of Directors shall be brought to the attention of the Board by addressing in writing to:

Property Management Services, 1340-G Ben Sawyer Blvd, Mt Pleasant, SC 29464
or contact Lona Vest at (843) 881-5459, fax (843) 881-5616 or email lona@charlestonpms.com

When needed, the Board of Directors shall establish a Grievance Committee consisting of three (3) non-Board members to review complaints relating to Board decisions regarding fines to Unit Owners. All such complaints are to be submitted in writing to Property Management Services. The Grievance Committee will review circumstances and make recommendations to the Board and may also be tasked to review other Unit Owner complaints, as the Board deems appropriate.

XXII. 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 voting.

XXIII. COMMUNICATION

Unless specifically required via other means in the Master Deed or the By-Laws, communication via email and attachments/scans will be an accepted form of written communication. Familiarity with the Simmons Pointe website www.simmonspointehoa.com and its use is encouraged.

XXIV. SALE OF UNIT

Unit Owners must transfer gate fob(s) to new owner when selling his/her unit. Unit Owners are encouraged to provide a copy of the Rules & Regulations to the new owner during the sale process and advise him/her to contact the property manager for Simmons Pointe website access.


XXV. CHANGES

These Rules & Regulations may be modified at any time upon concurrence of 80% (four of five) members of the Board of Directors, shall be effective upon certification by signature of the President of the Board of Directors, shall be immediately distributed to all Unit Owners and residents, and must be recorded by January 10th following adoption as required by South Carolina Code of Laws.

CERTIFICATION

I do hereby certify that this document contains the complete Rules and Regulations of Simmons Point Homeowners Association, as adopted by the Board of Directors on November 29, 2022.

For the Board of Directors:


David Burgis
President

Date 11/29/2022

Copy to:

President, Simmons Pointe 2 HOA

Enclosure (1): Renovation Request Form

Enclosure (1)

RENOVATION REQUEST FORM

Please complete and submit this form in writing or electronically (email preferred) to the property manager: Property Management Services (PMS), 1340-G Ben Sawyer Blvd., Mt. Pleasant, SC 29464 or lona@charlestonpms.com. No work is to begin until this request has been approved in accordance with the Simmons Pointe Rules and Regulations.

Name(s) of Unit Owner(s)

Unit # for Renovation

Unit Owner(s) address if Not Simmons Pointe Resident(s)

Unit Owner(s) Email Address and Phone No.

Name of Contractor/Company. **Attach copy of the contractor's license.** (The contractor must be insured, and licensed by the State of South Carolina and the Town of Mount Pleasant.)

___ Yes ___ No: Is this request for modification to a previously approved renovation? If yes, please attach a copy of the original request. I understand that any subsequent changes or modifications to this request will re-start the approval process.

___ Yes ___ No: Have building permits been obtained? (The Town of Mount Pleasant requires a permit for any renovation that will cost more than \$1,000.)

___ Yes ___ No: As a safety issue, regardless of renovation cost, does proposed renovation comply with Town of Mt. Pleasant zoning requirements? (**Attach written confirmation from the Town of Mt. Pleasant.**)

___ Yes ___ No: I understand that maintenance of the renovation project to remain in compliance with zoning requirements and any other repairs will be the responsibility of current and future owners.

___ Yes ___ No: I confirm that I have read and will comply with all provisions of the Simmons Pointe HOA Rules and Regulations ARB section.

___ Yes ___ No: I understand that I may submit a special request or request a waiver to provisions of the Rules and Regulations ARB provisions and that approval/disapproval of any such waiver request will be part of the response from the Board of Directors (BOD) to this

renovation request. Please submit request, if any, with justification:

Scope of Work: (Please describe in detail with timeline and, if necessary to clarify the project, attach drawings/product photos, technical specifications, and other documentation necessary to sufficiently explain the intended renovation.)

I have communicated all of the following with the contractor:

☐ Yes ☐ No: Work schedule related to noise restrictions.

☐ Yes ☐ No: Use of building elevators is NOT allowed to transport freight, equipment, supplies, or debris.

☐ Yes ☐ No: Appropriate areas for storing building materials.

☐ Yes ☐ No: Daily clean up and removal of debris.

☐ Yes ☐ No: Process for reporting issues or damage to property. (The Regime holds the Unit Owner responsible for any/all expenses related to damage/issues to Unit or neighbors' property caused by renovation.)

☐ Yes ☐ No: I have secured structural engineer sign-off if deemed appropriate by the BOD or Contractor. **Please attach.** (Prior coordination with PMS and ARB necessary if structural modifications are involved).

Unit Owner(s) Signature(s)

Date