

**Plantation Point Horizontal Property Regime
Rules and Regulations and Fining Procedures**

These Rules and Regulations and Fining Procedures (the “**Rules**”) have been adopted by the Board of Directors (the “**Board**”) of the Plantation Point Horizontal Property Regime Owners Association, Inc. (the “**Association**”) pursuant to the Board’s authority to adopt, modify and revoke rules and regulations as set forth in Section 5.17 of the Master Deed of Plantation Point Horizontal Property Regime dated July 20, 2005 and recorded July 21, 2005 in the Beaufort County Register of Deeds (the “**ROD**”) in Book **2192** at Page **876** (the “**Master Deed**”), as amended by that First Amendment to Master Deed of Plantation Point Horizontal Property Regime is dated September 7, 2005 and was recorded September 14, 2005 in the ROD in Book **2230** at Page **941** (the “**First Amendment**”), that Second Amendment to Master Deed of Plantation Point Horizontal Property Regime is dated September 29, 2005 and was recorded October 3, 2005 in the ROD in Book **2242** at Page **745** (the “**Second Amendment**”), that Third Amendment to Master Deed of Plantation Point Horizontal Property Regime is dated November 15, 2007 and was recorded November 21, 2007 in the ROD in Book **2653** at Page **1013** (the “**Third Amendment**”), that Corrective Amendment to Master Deed of Plantation Point Horizontal Property Regime dated February 21, 2008 was recorded March 7, 2008 in the ROD in Book **2692** at Page **2576** (the “**Corrective Amendment**”), that Fourth Amendment to Master Deed of Plantation Point Horizontal Property Regime is dated June 13, 2008 and was recorded July 3, 2008 in the ROD in Book **2741** at Page **1973** (the “**Fourth Amendment**”), that other Fourth Amendment to Master Deed of Plantation Point Horizontal Property Regime is dated August 28, 2008 and recorded September 12, 2008 in the ROD in Book **2764** at Page **1091** (the “**Second Fourth Amendment**”), and that Fifth Amendment to Master Deed of Plantation Point Horizontal Property Regime is dated April 29, 2009 and was recorded May 12, 2009 in the ROD in Book **2843** at Page **1553** (the “**Fifth Amendment**”) (the Master Deed, First Amendment, Second Amendment, Third Amendment, Corrective Amendment, Fourth Amendment, Second Fourth Amendment, and Fifth Amendment being referred to collectively hereafter as the “**Master Deed**”), in order to promote the best residential experience for the owners, tenants and their guests in the community known as Plantation Point (“**Plantation Point**”).

Violations of any rule or regulation, or conduct not in the best interests of the Association may subject the offending party to disciplinary actions in accordance with these Rules, the Master Deed, and the Association’s Bylaws which were attached as Exhibit “F” to the Master Deed (the “**Bylaws**”), including but not limited to Section 3.18(I) of the Bylaws providing the Board with the Duty to enforce the Master Deed, the Bylaws, and the Rules, and Section 3.22 of the Bylaws providing the power to impose fines which shall constitute a lien against a Unit (as defined in the Master Deed) of the violator, and to suspend an owner’s right to vote for violations of any duty imposed under the Master Deed, the Bylaws or the Rules.

1. **GRILLS:** Only electric grills are permitted within Units or on the Limited Common Elements (as defined in the Master Deed) including patios and balconies, and no other grills including but not limited to open flame grills are permitted. No grills whatsoever are permitted on the Common Elements (as defined in the Master Deed), including but not limited to doorways and parking lots, other than community grills supplied by the Association. All applicable laws and regulations, including but not limited to South Carolina fire codes, shall be complied with at all times. Your receipt of a copy of these

Rules is your only warning. Grills in violation of these Rules shall be confiscated. If it can be determined which Unit the grill likely belongs to, then a note will be left at the Unit for the occupant. Confiscated grills will be held for two (2) weeks and then discarded. Owners of a confiscated grill will need to pay a \$100 fine to have the grill returned. \$100 fine per occurrence for all violations.

2. **NOISE**: Excessively noisy behavior or activity, as judged in the Association's sole discretion, is not permitted in Plantation Point at any time. Activities that are disrespectful of the rights of others within Plantation Point are not permitted, including but not limited to loud noise and or music from your Unit or vehicle. Your consideration of your neighbors when using televisions, stereos, stairwells, and engaging in outdoor activities will result in their consideration of you. Your receipt of a copy of these Rules in your only warning. \$100 fine for first offense. \$250 fine for second and subsequent offense.

3. **SPEEDING**: The posted speed limit throughout Plantation Point is ten (10) miles per hour. Please respect the posted signs and the safety of Plantation Point guests and residents, including the children who live in Plantation Point. The Association may but is not obligated to submit the Association's roadways to the South Carolina Uniform Act Regulating Traffic on Highways with enforcement by the Beaufort County Sheriff's Office. Traffic citations may be issued by Plantation Point security, pursuant to the following schedule for certain traffic violations, with such rates subject to the review and adjustment by the Board. Your receipt of a copy of these Rules in your only warning.

	<u>Fine</u>
a. Speeding less than 15 miles per hour over the limit	\$ 50.00
b. Speeding more than 15 miles per hour over the limit	\$100.00
c. Failure to obey "stop", "yield" or other traffic control devices	\$ 75.00
d. Violation of any other South Carolina Uniform Traffic Law (e.g. driving under the influence; driving without a License; driving the wrong way, etc.)	\$ 50.00
e. Parking in fire or emergency lane	\$100.00
f. Parking in an unauthorized spot	\$ 50.00
g. Parking in any non-commercial parking area without	\$ 50.00
h. Failure to have vehicle registered and/or licensed	\$ 50.00

4. **SATELLITE DISHES**: Section 6.1(D) of the Master Deed prohibits exterior antennas and aerials being placed upon any portion or part of a Unit or the Common Elements, except in accordance with these Rules, as may be amended from time to time. Any outside antennas or satellite dishes or any other items to be attached to the Units or Common Elements or which will protrude past the balcony railings requires prior written authorization from the Association. Units in violation of this provision will receive a written warning with compliance required within forty eight (48) hours. Failure to fix the noncompliance will result in a fine of \$25 per day until compliant.

5. **TRASH**: Trash is not permitted anywhere outside of units, including cigarette butts and pet poop bags. Once trash is removed from a Unit, it must be immediately delivered to, and

placed inside, the trash compactor at the front of the property. Leaving trash unattended by your door for any period of time is a finable offense. Trash may not be left on top of your car other than to take it directly to the compactor. Your receipt of a copy of these Rules is your only warning. \$50 fine for each offense.

6. **TRASH COMPACTOR**: Only household garbage may be placed in the trash compactor. No large boxes may be placed in the compactor, and any small boxes must be broken down prior to being placed inside the trash compactor. If you are unsure if the trash compactor is working, open and close the door four (4) times for the compactor to compact. No televisions, appliances, or other electronic or hazardous items shall be allowed in the trash compactor. No items or trash are to be left outside the compactor for any reason, even if the compactor is broken, wait until it is working again. Security cameras may be utilized to identify any violators. Your receipt of a copy of these Rules in your only warning. \$100 fine for each offense.
7. **LAGOONS AND PONDS**: Due to safety concerns, please do not approach the ponds and lagoons. It is against South Carolina law to feed or entice with food any American alligator. Your receipt of a copy of these Rules in your only warning. \$50 fine per offense.
8. **BICYCLES AND TOYS**: Bicycles are to be kept inside or in a bike rack. Toys and other items shall not be left unattended on the Common Elements or otherwise stored outside of a Unit. No motorized scooters, mini bikes, ATVs, go-karts or similar motorized vehicles are permitted to be driven anywhere within Plantation Point, except in accordance with the Americans with Disabilities Act or applicable law. No skateboarding allowed anywhere within Plantation Point. Units in violation of this provision will receive a written warning with compliance required immediately. Failure to fix the noncompliance or second or subsequent offenses will result in a \$25 fine per occurrence until compliant, or confiscation of the applicable bicycle, toy or other item. If it can be determined which Unit the item likely belongs to, then a note will be left at the Unit for the occupant. Confiscated items will be held for two (2) weeks and then discarded. Owners of a confiscated item will need to pay a \$25 fine to have the item returned.
9. **PETS**: In accordance with the Beaufort County Animal Control Ordinance, and in order to keep the grounds clean, beautiful and sanitary, pets are to be on a leash at all times accompanied by an adult when outside of the unit, and all pet waste must be picked-up and disposed of properly. All solid pet waste must be placed in a proper waste container. No pets shall be left unattended at any time on the grounds or on a patio or balcony. Any pet creating a nuisance within the community must be removed from the community if the nuisance cannot be stopped. No rottweilers or pit bull/terriers or pets over forty (40) pounds shall be allowed in the community, except service animals or emotional support animals in accordance with applicable law. If you are caught feeding stray animals within Plantation Point you will be fined as well as charged for the caging and removing of such stray animals from our community. Ferrell cats have diseases and are a nuisance to the occupants of this community. Feeding trays will also attract raccoons and armadillos. All pets must be registered with the office. A picture of the pet and its owner and a form from the vet stating the shot record, breed and weight and must be in the association office before

it can enter the community, including guest's pets that are visiting. All pets must be brought to the property management office to be weighed, and pets over forty (40) pounds must be removed from Plantation Point within seven (7) days. If the pet weighs over thirty (30) pounds, the pet will need to be brought to the property management office every three (3) months to ensure it is under the weight limit. Shot records from the vet are required annually. Current annual shot records must be filed with the property management office at the beginning of each lease year, based on the date of your lease or lease renewal as applicable. Your receipt of a copy of these Rules is your only warning. \$100 fine per day until compliant.

10. **PARKING:** Please make sure all vehicles, including motorcycles, are parked within designated lined spaces. Any vehicle too large to occupy one lined space is strictly prohibited without written permission from the property management office. No vehicles are to be parked along curbs, on the grass or blocking any garages. No vehicles are to be parked on Common Elements or blocking access to Plantation Point or the flow of traffic while waiting on the school bus, as this presents a safety risk as it blocks the view of the children. All vehicles must be operable and properly registered with the South Carolina Department of Motor Vehicles and the property management office. No trailers may be parked within Plantation Point overnight. All vehicles must have a decal or temporary parking pass displayed on the dash or in the windshield of the vehicle if parked in Plantation Park overnight. No more than two (2) permanent decals will be allowed per unit. All vehicles in violation of these Rules, the Master Deed, the Bylaws, or other applicable law may be towed immediately at vehicle owner's expense. It is your responsibility to make note of when your decal expires, you may be towed if it is expired or if your license plate is expired. Units in violation of this provision will receive a written warning with compliance required within twenty four (24) hours. Failure to fix the noncompliance will result in the vehicle being towed at the owner's expense. Notwithstanding the foregoing, if a vehicle is parked in such a way that jeopardizes other individuals, such as blocking a fire hydrant, that may be towed immediately at owner's expense without written warning or opportunity to fix the noncompliance.
11. **WINDOWS & DOORS:** In order to preserve the uniform appearance of the community, only white window coverings are permitted. No flags, posters, decorations, etc. will be allowed in the windows. No signs, broken blinds, or colored light bulbs visible from the exterior of the Unit are permitted. Units in violation of this provision will receive a written warning with compliance required within seventy two (72) hours. Failure to fix the noncompliance will result in a fine of \$25 per day until compliant.
12. **PATIOS AND BALCONIES:** All Units and all Limited Common Elements, including but not limited to patios, must comply with all provisions of the Master Deed and the Bylaws. In accordance with Section 6.1(E) of the Master Deed, all structural alterations or modifications require prior written notice to the Association, through the property management agent, with acceptance or rejection of the proposal within thirty (30) days as set forth therein. For the safety of Plantation Point residents, no items may be stored on the balcony railings, including flower pots or boxes, and no hooks or nails shall be affixed to the Limited Common Elements including the patios and balconies. Units in violation of

this provision will receive a written warning with compliance required within forty eight (48) hours, and will also be liable for the costs or any damages to the buildings or any Association property. Failure to fix the noncompliance will result in a fine of \$25 per day until compliant.

13. **ALCOHOLIC BEVERAGES:** No open containers or consumption of alcoholic beverages are allowed on any Common Elements, including but not limited the pool areas, or other Association property. Your receipt of a copy of these Rules is your only warning. First Offense: \$50 Fine. Second Offense: \$100 Fine.
14. **GARAGES:** For the sake of safety and uniformity, we ask that all garage doors remain closed when no one is present. Working from garages is prohibited. Garages are to be used for storage only. Units in violation of this provision will receive a written warning with compliance required immediately. Failure to fix the noncompliance will result in a fine of \$100 per day until compliant.
15. **GROUNDS:** We appreciate your cooperation in keeping Plantation Point free of litter. Please refrain from disposing of cigarette butts and other litter on the grounds. Nothing is allowed to be left on the Common Elements, including but not limited to flower pots, door wreaths, pet food or containers, wind chimes, bird feeders, flags, personal landscape lights and or decorations of any kind. Your receipt of a copy of these Rules in your only warning. \$50 fine per occurrence.
16. **POOL:** Pool hours are 8:00 AM to 10:00 PM. No more than two guests per Unit allowed, and tenant must accompany guests at the pool at all times. No one under the age of 16 permitted at the pool without parental supervision. Shower before entering pool. No large floats allowed in pool. No glass, food or alcoholic beverages allowed in pool area. No running or horseplay in pool area. All tenants must have wrist bands with them while in the pool area and show them when requested or they will be required to leave the pool area immediately. Please follow any and all posted rules at the pool. Your receipt of a copy of these Rules in your only warning. First offense: Thirty (30) days pool suspension. Second offense: Sixty (60) days pool suspension and \$25 Fine. Third offense: One Hundred Eighty (180) days pool suspension and \$100 Fine, and Association may begin eviction proceedings in accordance with applicable law.
17. **NO LOITERING:** There is to be no loitering within the community other than the pool areas. No outdoor chairs allowed outside your Unit except on Limited Common Elements such as a patio. Units in violation of this provision will receive a written warning with compliance required immediately. Failure to fix the noncompliance will result in a fine of \$25 per occurrence.
18. **VANDALISM AND OR PROPERTY DAMAGE:** Any damage done to the Plantation Point property will be charged the actual replacement cost plus any extra expenses incurred, including but not limited to attorneys' fees or other expenses involved in collecting such costs.

19. **GATED ENTRANCE:** There are cameras in several locations at the gate. If the gate is not working properly, please notify the property management office by dialing #0001 or calling your Unit to be let in. Any large trucks or trailers must notify the property management office before entering the gate as they will damage the barrier arm. If you approach the exit gate too fast it will not open. In such event, please back up over the sensor (about 50 feet) and approach it slowly. Do not push the gate or barrier arm open for any reason, do not let strangers in the gate without a card, and do not tailgate into Plantation Point without a card or gate code, as these present risks to the safety and security of Plantation Point. Your receipt of a copy of these Rules in your only warning. \$100 fine per occurrence.
20. **LEASING GUIDELINES:** No leasing of a Unit is allowed except in accordance with the procedures set forth in Section 6.5 of the Master Deed as amended, which requires among other things that an Owner obtain written permission from the Board. Any "Leasing", as defined in Section 6.5 the Master Deed, except in accordance with the Master Deed, the Bylaws and the Rules will be fined each day until compliant. Your receipt of a copy of these Rules in your only warning. \$25 fine per day.
21. **USE AND MAINTENANCE OF UNITS:** Each Unit shall be occupied and used only as a residence by the respective residents as disclosed to the property management agent and guests and for no other purpose. Garage Units (as defined in the Master Deed) are subject to those usage restrictions set forth in Section 6.1(F) of the Master Deed as amended. Every resident shall at all times keep his or her Unit in a clean and sanitary condition and in compliance with all applicable laws. Common Elements and Limited Common Elements shall be kept in an unobstructed manner, free from rubbish, debris and other unsightly materials. All portions of the units visible from the exterior shall also be kept in a neat and tidy manner, and all Limited Common Elements shall be maintained so as not to compromise the structural or aesthetic integrity of the buildings. **ABSOLUTELY NO ILLEGAL DRUGS ALLOWED IN THE COMMUNITY.** Your receipt of a copy of these Rules is your only warning. \$25 fine per day per occurrence OR immediate eviction for illegal drugs.
22. **SURVEILLANCE CAMERAS:** The Association may, but shall not be obligated to, maintain video surveillance equipment in the Common Elements. This equipment may or may not be monitored at any time and all footage is the exclusive property of the Association. Each owner, tenant, and guest is responsible for the protection and security of his or her own person and property, and neither the Association (nor any successor to the Association) nor any officer, director, employee, agent or representative of the Association or the Association's property management agent shall in any way be considered an insurer or guarantor of security within Plantation Point, nor shall any of them be held liable for any injury, loss or damage by reason of failure to provide adequate security or of ineffectiveness of security measure undertaken. Each person using the property assumes all risks for injuries, loss or damage to persons or property resulting from criminal acts of third parties. If you need a copy of the surveillance tape, the Association may provide a copy subject to a charge of \$50 made payable to the Association.

23. **SECURITY/ENFORCEMENT PROCEDURES:** Owners are encouraged to become familiar with these Rules, the Master Deed and the Bylaws. The phone number for security is 843-247-0788 while they are on duty, and active violations should be reported so that security may respond while the violation is ongoing. Any owner may file a compliance request with the on-site community manager. The request must be in writing and delivered in person, by mail or by e-mail. The request for compliance may include a picture of a non-complying owner or unit, provided the picture clearly shows the violation as well as the Unit number or person. Complainants will not be identified unless the written complaint is subpoenaed in a court of law or identification is otherwise required under applicable law. The compliance request should include:

- a. A description of the violation;
- b. The Unit number where the violating tenant or owner lives;
- c. The date and location of the violation;
- d. A picture of the violation (if applicable); and
- e. Names, Unit numbers and other contact information of any witnesses to the violation.

If you feel like the complaint has not been resolved in a timely manner, please contact the community management agent.

ANY OWNER HAS FORTY EIGHT (48) HOURS TO DISPUTE A VIOLATION AND/OR FINE AFTER RECEIPT OF WRITTEN NOTICE. ALL DISPUTES OF A VIOLATION AND/OR FINE MUST BE IN WRITING AND SIGNED BY THE OWNER, AND SHOULD BE DELIVERED TO THE ON-SITE COMMUNITY MANAGER IN PERSON, BY MAIL, OR BY E-MAIL.

IN THE EVENT OF A LEGAL ACTION BROUGHT BY AN OWNER AND ARISING OUT OF OR RELATING TO THESE RULES OR THE ENFORCEMENT THEREOF, SUCH CLAIMS SHALL FOLLOW THE PROCEDURES SET FORTH IN ARTICLE X OF THE MASTER DEED

24. **SEVERABILITY:** Should any provision of these Rules be void or become unenforceable at law or in equity, the remaining provisions hereof shall remain in full force and effect.

25. **AMENDMENT:** These Rules may be regularly amended as the Board determines from time to time, in accordance with the Master Deed, the Bylaws and applicable law including but not limited to the South Carolina Homeowners Association Act. The latest version of the Rules shall be posted on the Association's website, posted in a conspicuous place in a Common Element, or accessible to Owners upon request via e-mail or other method, in accordance with the South Carolina Homeowners Association Act.

26. **CONFLICT WITH GOVERNING DOCUMENTS:** In the event of conflict between these Rules and the Master Deed or the Bylaws, the Master Deed or the Bylaws shall control over these Rules. All capitalized terms not defined herein shall have the definition set forth in the Master Deed or the Bylaws, as applicable.

EACH OWNER OR TENANT, ON BEHALF OF HIMSELF/HERSELF AND HIS/HER FAMILY, LICENSEES, INVITEES OR OTHER GUESTS, UPON RECEIPT OF THESE RULES, ACKNOWLEDGES AND AGREES TO COMPLY WITH THE RULES AND TO PROMPTLY COMPLY WITH ALL REQUESTS OF SECURITY OFFICERS, POOL MONITORS AND/OR EMPLOYEES OF THE PROPERTY MANAGEMENT AGENT, AND FURTHER AGREES TO PAY ALL APPLICABLE FINES AND OTHER CHARGES FOR ANY VIOLATIONS OF THESE RULES.

Plantation Point Horizontal Property Regime Owners Association Inc.

**Contractor/Vendor Policy for Contractors/Vendors Working Within Plantation Point
("Contractor Policy")**

This Contractor Policy has been adopted by the Board of Directors ("the **Board**") of the Plantation Point Horizontal Property Regime Owners Association, Inc. (the "**Association**") pursuant to the Board's authority to adopt, modify and revoke rules and regulations as set forth in Section 5.17 of the Master Deed of Plantation Point Horizontal Property Regime dated July 20, 2005 and recorded July 21, 2005 in the Beaufort County Register of Deeds in Book 2192 at Page 876 (the "**Master Deed**"), as amended.

The purpose of this Contractor Policy is to ensure that the Association is aware of the presence of contractors and subcontractors within the community and to require certificates of insurance. In addition, this Contractor Policy requires Owners to register all improvement projects with the Association, including projects conducted by the Owners themselves.

Violations of this policy may subject the offending party to disciplinary actions in accordance with the Master Deed and the Association's Bylaws, attached as Exhibit "F" to the Master Deed (the "**Bylaws**"), including but not limited to Section 3.19(I) of the Bylaws providing the Board with the duty to enforce the Master Deed, the Bylaws, and all rules promulgated by the Board.

1. Insurance. All contractors, subcontractors, agents, employees or other invitees of Owner performing work on any Unit in Plantation Point must provide the Association with certificates of general liability insurance and workers compensation insurance prior to the commencement of such work. Plantation Point, HPR must be named as additional insured on the certificate of insurance presented to the HOA.
2. Registration with the Association: Contractor. All contractors, subcontractors, agents, employees or other invitees of Owner performing work on any Unit in Plantation Point shall register with the Association and purchase contractor passes prior to commencement of such work. Such passes shall cost \$5.00 per day or \$100.00 for an annual pass. Pre-registration of contractors, subcontractors, agents, employees or other invitees allows for easier access should an Owner incur an after-hours emergency.
3. Registration with the Association: Owner. All Owners performing work on any Unit in Plantation Point, including the Owner's Unit, shall register with the Association prior to commencement of such work.
4. Owner Responsible for Its Agents. All acts by any contractor, subcontractor, agent, employee, or invitee of an Owner shall be deemed as an act done by or on behalf of such Owner. Any contractor, subcontractor, agent, employee, or other invitee of an Owner who fails to comply with the terms and provisions of this Section may be excluded from Plantation Point, and/or subject to a fine. Owners shall also be subject to fine in the event a contractor, subcontractor, agent, employee or invitee

of such Owner fails to comply with the terms and provisions of this Section. An Owner in violation of this Contractor Policy may be fined up to \$100.00 per day until the contractor, subcontractor, agent, employee, or other invitee of Owner is in compliance. An Owner is responsible for any damage caused to Units in Plantation Point by contractors, subcontractors, agents, employees, or invitees who fail to comply with this Contractor Policy and the Association's insurance coverage shall not be applied to cover such damage. If an Owner subject to fines fails to pay such fines within thirty (30) days, the Association may place a lien on the property, file a lawsuit against the Owner or involve a collections agency. In such event, the Association shall not be held liable to any Person for exercising the rights granted by this paragraph.

5. Severability. Should any provisions of this policy be void or become unenforceable at law or equity, the remaining provisions hereof shall remain in full force and effect.
6. Amendment. This policy may be regularly amended as the Board determines from time to time, in accordance with the Master Deed, the Bylaws and applicable law. The latest version of this policy shall be posted on the Association's website, posted in a conspicuous place in a Common Element, or accessible to Owners upon request via email or other method.
7. Conflict with Governing Documents. In the event of conflict between this policy and the Master Deed or the Bylaws, the Master Deed or the Bylaws shall control over this policy. All capitalized terms not defined herein shall have the definition set forth in the Master Deed or the Bylaws, as applicable.