

After recording, please return to:

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Please cross-reference to Declaration of  
Covenants, Conditions, Restrictions,  
Easements, Charges and Liens for Pointe at  
Primus and the Bylaws of Pointe at Primus  
Homeowners Assoc., Inc., recorded as follows:

**Book 0694 at Page 722**  
**Book 0734 at Page 982**



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**STATE OF SOUTH CAROLINA** )  
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**COUNTY OF CHARLESTON** )

**RULE AND REGULATION  
AMENDMENT OF THE COVENANTS  
AND BYLAWS FOR THE POINTE AT  
PRIMUS HOMEOWNERS  
ASSOCIATION, INC.**

Pointe at Primus Homeowners Association, Inc.  
Rules and Regulation  
October 8, 2021

Pursuant to the Declaration of Covenants, Conditions Restrictions, Easements, Charges and Liens for Pointe at Primus dated January 25, 2018, and recorded in Book 0694 at Page 722 in the Office of the Register of Deeds for Charleston County (the “Covenants”) and pursuant to the Article VIII, Section 8.2(l) of the Bylaws of Pointe at Primus Homeowners Association, Inc., dated July 19, 2018, and recorded in Book 0734 at Page 982 in the Office of the Register of Deeds for Charleston County (the “Bylaws), the Pointe at Primus Homeowners Association, Inc. (the “Association”), adopts the Rules and Regulations attached hereto as Exhibit “A”.

At a meeting held September 9, 2021, the Board of Directors adopted the Rules and Regulations as evidenced by their signatures.





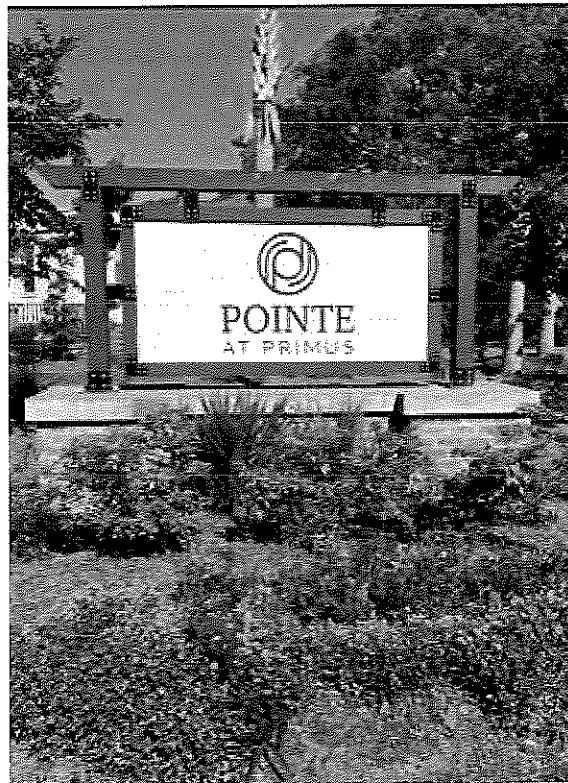






**EXHIBIT "A"**

# **Pointe at Primus Homeowners Association Rules and Regulations**





## Table of Contents

1.	Introduction.....	4
2.	Assumption of Risk.....	5
3.	Code of Conduct.....	5
4.	Assessment Collection and Fines.....	5-8
5.	Burning/Dumping/Littering.....	8
6.	Common Property.....	8
7.	Community Postings.....	8
8.	Exterior Sound Emitting Devices.....	9
9.	Holiday Decoration/Lighting.....	9
10.	Vehicle Usage and Access to Pointe at Primus Homeowners Association.....	9
10.1	Golf Carts/Mopeds.....	9
10.2	Parking.....	9-11
10.3	Boats/Recreational Vehicles/Trailers.....	11
11.	Pets.....	11
12.	Residential Property.....	11
12.1	Leasing/Property Rental.....	11
12.2	Landscape Maintenance.....	12
13.	Service Providers.....	12
14.	Signage.....	13
14.1	For Sale/For Rent.....	13
14.2	No Soliciting.....	13
14.3	Security/Alarm.....	13
14.4	No Trespassing.....	13
15.	Trash Containers.....	13

16.	Violations & Fine Policy.....	14
17.	Wildlife.....	14-15
17.1	Fishing.....	15
17.2	Hunting.....	15
	Exhibit A – Monetary Fine Schedule.....	15-16

# 1. Introduction

The Rules and Regulations of the Pointe at Primus Homeowners Association are established by the Board of Directors of the Association under the authority described in the governing documents for the Pointe at Primus Homeowners Association. These rules and regulations may be expanded, amended, or repealed by the Board of Directors of the Association, at its sole discretion. In any conflict between these rules and regulations and governing documents, the governing documents control.

The governing documents also establish the right of the Association to charge reasonable fees, authorize the use of portions of the common area by third parties for purposes felt to benefit the community and to impose sanctions for violations of governing documents, rules and regulations and policies.

All members and residents have the right to enjoy and use the Association property. Guests are welcome and accommodated when their participation does not infringe on the right of enjoyment of the members and residents. The Association shall apply and enforce these rules and regulations with members and residents equally.

Pointe at Primus Homeowners Association Board of Directors

Will F. [Signature]  
President

9/9/2021  
Date

[Signature]  
Vice-President

9-9-2021  
Date

[Signature]  
Secretary

9-9-2021  
Date

[Signature]  
Treasurer

9/9/2021  
Date

[Signature]  
Board Member

9/9/2021  
Date

## 2. Assumption of Risk

All use of Pointe at Primus Homeowners Association to include Pointe at Primus Common Areas and all participation in Association programs are purely voluntary. Correspondingly, the recreational nature of all activities and programs potentially involves some personal or physical risk on the part of the participant. Program participation by a resident or guest is, therefore, interpreted as tacit acknowledgement and acceptance of the inherent risks.

## 3. Code of Conduct

The following outlines the Code of Conduct that shall be adhered to within the Community. Comments and complaints are to be civilly directed to the Association Property Manager. The Property Manager shall require that the complaint be submitted in writing before taking action.

1. Residents, occupants, guests and staff must comply with all Town of Mount Pleasant ordinances
2. Residents will be held responsible for any damage to Association property caused by the resident and/or the resident's occupants or guests.
3. Safety is paramount and any resident or guest not adhering to the rules and regulations stated herein and/or posted or otherwise obvious safety rules, may be asked to leave any Association Common Area or program with respect to safety, proper decorum and sanitation, The Association staff's judgment will prevail in all instances.

## 4. Assessment Collection and Fines

1. **Definitions:**
  - a. **HOMEOWNER:** The legal owner or co-owners of a home in Pointe at Primus Homeowner Association. Also, referred to as a Member in the Declaration of Covenants, Conditions, and Restrictions for Pointe at Primus Homeowners Association.
  - b. **MANAGEMENT COMPANY:** The Property Management Company contracted by Pointe at Primus HOA to handle its business affairs.
  - c. **GOOD STANDING:** Association members who are delinquent in their assessments and/or who have outstanding violations can be restricted from voting and taking office as a Board of Directors Members or as a Board appointed Committee Member

## 2. Charges:

### a. Authority

The authority for the Pointe at Primus HOA to assess late fees and penalties for late payment of assessments is granted under Article 6, Section 11.1 of the Declaration for Pointe at Primus HOA.

### b. Late Charge

1. Any Assessment not paid within 30 days of its due date will incur a Late Charge of 16% payable to the Pointe at Primus HOA plus an Administrative Fee of \$20.00, payable to the Management Company, is charged on any amount not paid within 30 days of the due date.
2. Pointe at Primus HOA Board of Directors, at its discretion and upon receipt of a written request from the Homeowner, may waive the Late Charge. The fee will be waived only after the Board has received confirmation that the past due amount has been paid in full. The late charge will only be waived one time for any Homeowner; any subsequent late charges incurred by that Homeowner will not be waived. Waiver of the Administrative Fee is left to the discretion of the Management Company.

### c. Interest Charge

Interest, which shall be paid to the Pointe at Primus HOA, is charged beginning 30 days after the due date at a rate of sixteen (16%) per annum, on the Assessment only.

## 3. Collection Policy

### a. General Provisions:

1. All assessments shall be received by or before the due date. Payments received more than 30 days after the due date will be assessed a Late Charge and Interest as described above.
2. A Homeowner may stop the collection process at any time by paying his/her delinquent balance in full or upon an approved payment plan. The unit owner may contact the Management Company but the collection process will only stop with payment in full or by an approved payment plan.
3. Payment plans will be permitted only in cases of hardship, such as loss of employment, or if otherwise permitted by the Board. The

periodic payments on a plan will be made by bank draft only. Owners paying according to a payment schedule will not be assessed penalties Late Charges by Pointe at Primus HOA. A non-refundable Administrative fee will also be charged for all approved Payment Plans.

4. All Payments received will be applied to any late charges, fines and/or fees owed on the account, before being posted toward any assessment balance.

**b. STEP 1: Reminder Notice (D1)**

If the account is delinquent 30 days after the due date, the Management Company will send a reminder notice (D1) to the Homeowner charging the Homeowner's account a \$20 Administrative Fee in addition to applicable late fees.

**c. STEP 2: Certified Letter (D2)**

The Management Company will send a Certified Letter (D2) 30 days after the D1 to a Homeowner, charging the Homeowner's account a \$35.00 Administrative Fee in addition to applicable late fees and interest charges.

**d. STEP 3: Pre-Lien Notice (15)**

Fifteen (15) days after the mailing of a Certified Letter (D2) to a Homeowner, the Management Company will send a pre-lien notice to the Homeowner. The pre-lien letter will inform the Homeowner that they have fifteen (15) days to remit payment in full before incurring any attorney fees and/or costs and charging the Homeowner's account a \$20.00 Administrative Fee for the cost of collection in addition to applicable late fees.

**e. STEP 4: Lien Request (LR)**

1. If the outstanding balance of a delinquent account is not paid by the date specified on the Certified Letter (D2, as described in Step 2), a lien request is made to the Attorney. There is a \$35.00 Administrative charge for the cost of collection charged to the Homeowner's account in addition to applicable late fees.

2. Once the account is turned over to the attorney, Management can no longer have contact with the Homeowner. The Homeowner must contact the attorney directly.

**f. STEP 5: Lien Filing**

The attorney files a lien on the property and writes a demand letter and copy of the lien to the Homeowner, demanding payment in full within thirty (30) business days and advising that if payment is not made within the specified thirty (30) day period, foreclosure proceedings may begin. All costs incurred are the responsibility of the delinquent Homeowner.

**g. STEP 6: Foreclosure**

Thirty (30) days after the lien is filed the Board of Directors can approve to begin proceedings to foreclose the lien. All costs incurred, including but not limited to the cost of collection are the responsibility of the Homeowner. There is a \$35.00 Administrative charge for the cost of collection charged to the Homeowner's account in addition to applicable late fees.

## **5. Burning/Dumping/Littering**

Residents and guests are prohibited from burning and or dumping lawn/garden waste or any other items on their property as well as on common areas of Pointe at Primus HOA with the exception of installed/constructed Firepits.

Littering is prohibited and residents may be fined.

## **6. Common Property**

1. Residents are not to plant, cut, mow, trim, cultivate, remove, build on, install any devices or otherwise modify common areas or plantings on common grounds. Aquatic plantings are not to be chemically treated nor physically removed from the water's edge of lagoons.
2. Swimming and/or boating is prohibited in all lagoons.

## **7. Community Postings**

The Property Manager will approve all postings on bulletin boards should the Association determine bulletin boards be constructed. The judgment of Association staff with respect to decorum will prevail at all times. No posting or solicitation is permitted at the mailbox kiosk.

1. Religious literature may not be posted on bulletin boards other than schedules of worship services or holiday events. Political literature may not be posted unless required by law.
2. Commercial solicitation materials may be placed on bulletin boards under certain circumstances as approved by the Property Manager.
3. Announcements: The Association may post time-sensitive or special announcements on bulletin boards.
4. Residents may post community flyers on the bulletin board with prior approval by the Property Manager.

## **8. Exterior Sound Emitting Devices**

Any exterior sound emitting devices (speakers, sound players, insect/animal repellents, chimes, etc.) shall not create audible nuisance to any neighbors as outlined in the Town of Mt. Pleasant noise ordinance.

## **9. Holiday Decoration/Lighting**

Home decorations, home lighting, temporary statues, artifacts, and other holiday decorative landscaping accessories are to be unobtrusive and displayed only for a period of 30 days prior to a holiday season; all such holiday decorations shall be removed no later than 30 days after the holiday.

## **10. Vehicle Usage and Access to the Pointe at Primus Homeowners Association:**

### **10.1 Golf Carts/Mopeds**

- a. All residents must abide by South Carolina laws governing golf carts and mopeds.
- b. Golf carts are allowed only on roadways and are strictly prohibited on sidewalks, including those in residential areas, turf landscape areas, around lakes or lagoons, wetlands, or other common areas.
- c. The number of passengers cannot exceed the golf cart's seating capacity.

### **10.2 Parking**

Parking rules apply to all residents, guests, employees and service providers.



- a. Only automobiles, vans constructed as private passenger vehicles with permanent rear seats and side windows, and other vehicles manufactured and used as private passenger vehicles may be parked within the Property overnight without the prior written consent of the Board, unless kept within an enclosed garage or driveway.
- b. In particular and without limitation, without the prior written consent of the Board, no vehicle containing commercial lettering, signs or equipment, and no truck, recreational vehicle, camper, trailer, boat, aircraft, motorcycle, or vehicle other than a private passenger vehicle as specified above, may be parked or stored outside of a Home overnight.
- c. No overnight parking is permitted on any streets, lawns, or areas other than driveways and garages, without the consent of the Board. Automobiles owned by governmental law enforcement agencies are expressly permitted.
- d. The foregoing restrictions shall not be deemed to prohibit the temporary parking of commercial vehicles while making delivery to or from, or while used in connection with providing services to, the Property.
- e. All vehicles parked within the Property must be in good condition and repair, and no vehicle which does not contain a current license plate or which cannot operate on its own power shall be parked within the Property outside of an enclosed garage for more than 24 hours, and no major repair of any vehicle shall be made on the Property.
- f. All-terrain vehicles and the like are not permitted to be operated within the Property or parked overnight outside of an enclosed garage, except with the prior written consent of the Board, which consent may be withdrawn at any time, and any motorcycle or other permitted motorized vehicle must be licensed for street use and equipped with appropriate noise muffling equipment so that the operation of same does not create an unreasonable annoyance to the residents of the Property.
- g. Resident's vehicles may be parked in a resident's garage or driveway.
- h. Parking should not impede the flow of traffic.
- i. Parking against the flow of traffic is prohibited.
- j. Parking at stop signs is strictly prohibited.

- k. Moving vans, trailers, and portable moving/storage units must be parked in driveways for no more than 72 hours. If additional time is needed, contact the Property Manager for consideration of additional time.
- l. Only vehicles with clearly displayed valid handicap parking identification shall be permitted to park in the street at any time.

**10.3 Boats/Recreational Vehicles/Trailers**

Boats, recreational vehicles, and trailers must be stored in the Homeowner's garage.

## **11. Pets**

- 1. Owners must not allow dogs to soil private property.
- 2. Owners must remove all waste from roads and common areas.
- 3. Raising, breeding or keeping of animals or poultry of any kind is prohibited. Refer to the CC&Rs for additional information as it relates to animals and pets.
- 4. Pets permitted to roam free or that make objectionable noise, endanger the health or safety of residents or occupants or other permitted pets, or constitute a nuisance or unreasonable inconvenience to other residents shall be removed upon request of the Board of Directors. If the pet owner fails to honor such a request, the Board of Directors may remove the pet.

## **12. Residential Property**

### **12.1 Leasing/Property Rental**

- a. Owners may lease or rent their property in accordance with the applicable CC&Rs and Towne of Mount Pleasant ordinances
- b. Property may only be leased in its entirety.
- c. All leases must be in writing and shall provide that the Association shall have the right to terminate the lease upon default by the tenant in observing any provisions of the Declaration, the Articles, Bylaws, of applicable rules and regulations, or of any agreement, document or instrument governing the Lot Property.
- d. A copy of the lease must be provided to the Association prior occupancy by the tenant.

- e. The Residential Owner of a leased Property shall be jointly and severally liable with his tenant to the Association to pay any claim for injury or damage to property caused by the negligence of the tenant.
- f. Every lease shall be subordinated to any lien filed by the Association whether before or after such lease was entered into.
- g. Owner must provide the lessee copies of the Declaration, by-laws, and the Rules and Regulations.
- h. The Board may adopt reasonable rules regulating leasing and subleasing.

#### **12.2 Landscape Maintenance**

Owners must maintain/improve their landscaping to the standard from their move-in. This includes but is not limited to edging, mulch and/or straw, health of landscape, watering, weeding, and tree health maintenance. The Architectural Review Committee provides guidance on allowable vegetation and ground cover.

### **13. Service Providers**

1. Vendors, contractors, and other service providers are permitted entry only for the purpose of authorized work at a designated project or delivered to a particular residence address.
2. Service providers are not permitted to solicit work or distribute flyers or other advertising material.
3. Service providers are expected to clean up any trash or debris daily, including site debris that blows off the site and mud tracked onto roadways. Dumpsters shall be covered at all times when work is not being performed. Any damage to common areas shall be reported to the Association management immediately. Residents who allow contractors into Pointe at Primus HOA are responsible for any damage the contractor does to common areas.
4. Service providers are allowed to park vehicles on the streets in front of homes. They should place orange cones around large vehicles.
5. Vendor solicitation at homes or on common area property is prohibited. However, solicitation may be authorized from time to time by sponsorship of community wide events.

## 14. Signage

Posting of signs of any kind is prohibited except those required by law, including posters, circulars and billboards; provided, those adopted by the Board.

### 1. For Sale/For Rent

"For Sale", "For Rent", open house direction signs or other commercial signage is not permitted on a lot, house (inside or outside), vehicle, or common area without BOD approval.

### 2. No Soliciting

Residents may not post "No Soliciting" signs. If approved by the Board of Directors, a "No Soliciting" sign may be placed at the Pointe at Primus HOA entrances.

### 3. Security/Alarm

Residents who contract for security/alarm systems may post two single sided small signs from that company

- a. One near or on the front door, or in a window;
- b. One near or on the back door, or in a window
- c. professionally prepared from the company;
- d. not to exceed two feet high above grade in the front yard and located within the setback criteria;
- e. not exceed 72 square inches if placed in the ground;
- f. not to exceed 16 square inches if placed in a window.

### 4. No Trespassing

No Trespassing signs are not permitted.

## 15. Trash Containers

Garbage, trash, refuse or rubbish that is required to be placed at the front of Lot in order to be collected may be placed and kept at the front of the Lot after 5:00 pm on the day before the scheduled day of collection, and any trash facilities must be removed on the collection day. All containers, dumpsters, or garbage facilities shall be stored inside a Living Unit, enclosure or fenced in area and screened from view and kept in a clean and sanitary condition. Containers should not be visible from the street, the front entrance of a neighboring home or from a neighboring home's windows on the first floor. Fenced in enclosures do require a setback. Refer to the Architectural Review Committee for more information.

## **16. Violations & Fine Policy**

### **1. Notice**

Prior to imposition of any fine, the Property Manager shall serve the alleged violator on behalf of the Board of Directors with written notice including:

- a. First Notice- Homeowners will receive a notification of the nature of the alleged violation; homeowner must resolve within 30 days of receiving the notice
- b. Second Notice- If the violation is not resolved within 30 days, the homeowner will receive a fine (amounts stated on page 17) and will have "14" days to resolve the violation.
- c. Third Notice- If violation is not resolved in another "14" days, the homeowner will receive another notification, and the fee will then double.
- d. Fourth Notice- if violation persists, the fee will then triple and next steps may result in legal action.

Unless a timely request for a hearing is received by the Board, the sanction stated in the notice shall be imposed. The Board of Directors may suspend the proposed sanction if the violation is cured or if the resident begins the cure within 30 days. The Board of Directors is not obligated to suspend the sanction. Any suspension does not waive the right to sanction future violations of the same or other violations.

### **2. Board of Directors Hearing**

If a hearing is requested within 14 calendar days, the hearing shall be held before the Board of Directors, in executive session. The alleged violator shall be afforded a reasonable opportunity to be heard. See CC&Rs for further details as it relates to Fines and Hearings.

## **17. Wildlife**

The lagoons, ponds, streams and other bodies of water within the Pointe at Primus are provided for storm water protection and aesthetic purposes and are intended for limited use as a recreational facility for fishing, pursuant to the rules and regulations established by State and Local Government and by the Board of Directors. Certain areas are designated as wetlands or migration and preservation areas and are restricted as to use by covenants approved by the U.S. Army Corps of Engineers and the U.S. Department of Agriculture.

Residents are not permitted to introduce any fish, plants or items into the lagoon system.

Residents are prohibited from capturing, trapping or killing wildlife. Residents are prohibited from feeding wildlife except they may feed birds in approved bird feeders.

Alligators are native to South Carolina and are present in lagoons located within the community. Feeding, caring, taunting or playing with any alligators at Pointe at Primus HOA is prohibited. Alligators are strictly protected by South Carolina law and when residents are found to have been feeding them, they must be removed and destroyed and residents will be fined.

**1. Fishing**

- a. Fishing is permitted on a “catch and release” basis only.
- b. Residents and their guests are permitted to fish in community ponds but must not encroach or otherwise trespass on Homeowner’s property in any capacity.
- c. Residents should be aware that alligators are often attracted to fish as they are being caught.

**2. Hunting**

Hunting with any type of weapon and discharge of firearms is strictly prohibited on the property of the Pointe at Primus HOA. Invasive animal species must be managed in accordance with state regulations.

## **Exhibit A – Monetary Fine Schedule**

The following schedules are subject to change at the sole discretion of the Board.

**\$25 for the following:**

- Unkempt yard maintenance, including properly edging
- Unapproved signs
- Parking infractions
- Other violations of Rules and Regulation or Covenants, Conditions and Restrictions

**\$50 for the following:**

- Failure to pick up animal waste and/or improper waste disposal

**\$ 75 for the following**

- Failure to maintain property in accordance with Architectural Review Committee guidelines

**\$ 100 for the following**

- Feeding wild animals excluding bird feeders

**\$500 plus cost of repair for damage to Community Property**

- Depositing any substance into storm drains or lagoons.
- Chemically treating or physically removing aquatic plantings from lagoons
- Cutting, dumping of any material, or disturbing designated wetlands
- Cutting, mowing, removing, or adding additional plantings to common area property
- Misuse or Damage to Common Area property

**\$100 No Permit Fee for Modifications To Residential Property:**

- Starting or completing a Modification to the exterior of a residence without applying for a Modification Permit. For every month the violation remains un-remedied as mandated by the Architectural Review Committee, the fine will be doubled.

For subsequent occurrences of the same offense within a twelve-month period fines may not be waived, fines are doubled and tripled respectively for second and third offenses and the fourth offense will be cause for loss of Association privileges.

The Property manager is authorized to levy fines and other sanctions commensurate with the nature of the violation. Specifically, warnings for first-time offenses are intended to serve as a courtesy to residents for inadvertent violations or minor infractions.

Warnings are not mandated for all first-time offenses and are not to be given to those violations that any prudent and reasonable person would consider serious in nature. In all situations, the Property Manager's judgment will be applied consistently and equitably and will be premised on similar actions that would be taken by any prudent and reasonable person.

# RECORDER'S PAGE



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