

**Guidelines
For
Community Living

And Architectural
Review Board Standards**

**Southampton Pointe
Property Owners'
Association, Inc.**

Revised May 6, 2010

**Managed by Community Management Group
843-795-8484**

Guests

If you have guests, it is your responsibility to make sure that these guests abide by the community guidelines. If a guest breaks any of the rules and regulations, the Association can take action against you as if you had committed the violation yourself. One of the most important issues for residents is to make sure that their guests are respectful of not only rules and regulations, but of community residents in general

Firearms and Fireworks

The display or discharge of firearms or fireworks is strictly prohibited at Southampton Pointe; provided, however, that they display of lawful firearms on the Common Elements is permitted for the limited purpose of transporting the firearms across the Common Elements to or from the Owner's Unit. The term "firearms" includes "B-B" guns, pellet guns and other firearms of all types, regardless of size.

Residential Use

All Condominium units shall be used for private residential purposes exclusively.

Air Conditioning Units

No Owner shall install window units or wall air conditioning units. Only condenser units tied into an approved system, and approved in writing by the Board may be placed on the balconies, decks or patios.

Outside Burning

There shall be no exterior fires. Gas or Bar-B-Que grills can only be used 15' away from the building. All grills must be brought back to the patio for storage within 12 hours of use. Propane tanks must be removed after use and stored in a separate location. This is a Mt. Pleasant ordinance.

Awnings

No blinds, shades, glass, jalousies, ironwork screen, awnings, panels or covering shall be affixed or attached to the outside of the building or the exterior windows, doors or balconies, landecks, patios, or interior doors leading onto the corridors without written approval by the Board of Directors

Noises

No Owner shall permit any disturbing noises in the Limited or General Common Elements and/or his Condominium by family, visitors, guests, etc nor permit any such person to interfere with the rights, comfort or convenience of the other occupants. No Owner shall play any musical instrument, phonograph, radio, television or sound amplifier in such a manner or volume so as to disturb or annoy Co-Owner or occupant. Wired stereo systems on the porch of any unit are prohibited. Notwithstanding anything to the contrary, no Owner or Occupant of a Unit may use or allow the use of the Unit, the Common Elements or the Limited Common Elements in any manner which creates noises between the hours of 11:00 p.m. and 7:30 a.m. which can be heard by persons in another Unit that will, in the sole discretion of the Board, interfere with the rights, comfort, or convenience of the other Owner(s) or Occupant(s).

Obstruction

The entrances, passages, corridors, stairways, garage and parking area other than Limited and Common Elements of the Condominium shall not be obstructed, encumbered, or used for any purposes other than ingress and egress to and from the Condominium and/or Condominium Unit and other purposes for which they are intended and no carriages, bicycles, mopeds, wagons, carts, chairs, benches, tables, toys, or other objects, or things, regardless of the nature thereof shall be left or stored therein. No person shall play or loiter in the hallways, corridors, stairways or other public areas of similar nature.

No garbage bags/cans, supplies, no bottles, or other articles shall be placed in the corridors, on the balconies, decks, patios, on the stairway, on any other Limited or General Common Element.

One notice will be given for all items that are left within the Common Areas. The second time the items are noticed, they will be removed and a fine of \$25 will be required to retrieve the items.

Pets

The community gladly welcomes pets, but to assure the quality of life of all residents, the following rules and regulations govern pets within the community:

- An Owner and/or resident shall not keep, raise or breed any pet or other animal, livestock or poultry upon any portion of the condominium Property
- An Owner and/or resident is permitted to keep up to two (2) dogs or two (2) cats or one (1) dog and one (1) cat
- Under no circumstances will any dog whose breed is noted for its viciousness or ill-temper, in particular, the "Pit Bull" (as hereinafter defined), Rottweiler, Mastiff, Presa Canario or any cross breeds of such breeds, be permitted on any portion of the condominium Property. A "Pitt Bull" is defined as any dog that is an American Pit Bull Terrier, American Staffordshire Terrier, Staffordshire Bull Terrier or any dog displaying a majority of the physical traits of any one (1) or more of the above breeds, or any dog exhibiting those distinguishing characteristics which substantially conform to the standards established by the American Kennel Club or United Kennel Club for any of the above breeds.
- No exotic pet or any animal of any kind which has venom or poisonous defense or capture mechanisms or if let loose would constitute vermin, shall be allowed on any portion of the condominium Property.
- Trained seeing-eye dogs will be permitted for those persons holding certificates of blindness and necessity. Other animals will be permitted if such animals serve as physical aides to handicapped persons and such animals have been trained or provided by an agency or service qualified to provide such animals.
- Pets may not be kept, bred or maintained for any commercial purpose.
- Any pet must be temporarily caged, carried or kept on a leash when outside of a Unit.
- No Pet shall be kept tied outside a Unit or on any balcony or backyard area unless someone is present in the Unit.

- No dogs will be curbed in any landscaped areas or close to any walk, but only in special areas designated by the Board, if any, provided this statement shall not require the Board to designate any such area.
- An Owner shall immediately pick up and remove any solid animal waste deposited by his pet. If owners fail to do so, a fine will be imposed. If the pet owner is a tenant, the fine will be applied to the owner's account.
- The Owner shall compensate any person hurt or bitten by his or her pet and shall indemnify the Association and hold it harmless against any loss or liability of any kind or character whatsoever arising from or growing out of having any animal within the condominium Property.
- If a dog or any other animal becomes obnoxious to other Owners by barking or otherwise, the Owner thereof must cause the problem to be corrected; or if it is not corrected, the owner, upon written notice by the Association, will be required to permanently remove the animal from the condominium Property.
- The Association will promulgate rules and regulations from time to time designating other rules as necessary to regulate pets.

Advertisements/Signs

Except as may be required by legal proceedings, no ads, signs, posters or advertisements of any kind shall be posted on the walls, windows, or doors in the interior or exterior of the Limited or General Common Elements without written consent of the Board or its designee. The Board shall have the right to erect reasonable and appropriate signs on behalf of the Association and to enact reasonable rules and regulations governing the general placement of signs on or about the Property

Under no circumstances will signs offering the Condominium Units for rent or sale be posted on the interior or exterior of the Units or upon the Limited or General Common Elements except in form and location as provided by the Association.

Garbage / Trash / Rubbish

Refuse, rubbish and garbage shall be disposed of in a manner provided for and not placed outside hallways, balconies, decks, patios or stairways at any time for any reason. All garbage must be disposed of in the trash compactor. All boxes must be broken down and placed in the compactor. No furniture, carpet or rugs or appliances may be left for pick up in the compactor area. It is the Owner's responsibility to contact an agency to dispose of these items. Any owner ignoring this rule will be fined \$300 for this violation.

Window Treatments

Owners shall at his own expense clean, repair and maintain both the interior and exterior surfaces of all windows. Drapes or shades covering the windows shall be completely lined with white lining.

Antennas

No transmission antennas may be set up anywhere on the home without prior approval of the Architectural Review Board. No direct broadcast satellite (DBS) antenna or multi-channel, multi-point distribution (MMDS) service antennas may be placed allowed or

maintained on any portion of the Limited or General Common Elements. DBS and MMDA antennas one meter or less in diameter and television broadcast service antennas may only be installed in accordance with Federal Communication Commission rules and the rules and regulations of the Association.

Parking

The Board of Directors may promulgate rules and regulations restricting parking on and about the Property, including restricting the number of vehicles which any Owner or Occupant may bring onto the Property and designating, assigning, or licensing parking spaces to Owners. This paragraph shall not prohibit an Owner or Occupant from having service vehicles park temporarily on the Property if otherwise in compliance with this section and the rules and regulations adopted by the Board.

If any vehicle is parked on any portion of the Property in violation of this paragraph or in violation of the Association's rules and regulations, or in violation of paragraph 6.1(c) of the Covenants, the Board may place a notice on the vehicle specifying the nature of the violation and stating that after twenty-four (24) hours the vehicle may be towed. The notice shall include the name and telephone number of the person or entity which will do the towing and the name and telephone number of a person to contact regarding the alleged violation. If, twenty-four (24) hours after such notice is placed on the vehicle, the violation continues or thereafter occurs again within six (6) months of such notice, the vehicle may be towed in accordance with the notice, without further notice to the Owner or user of the vehicle.

If a vehicle is parked in a fire lane, is blocking another vehicle or access to another Owner's or Occupant's Unit, is obstructing the flow of traffic, is parked other than in a parking space, is parked in a space which has been reserved or is licensed as a Limited Common Element exclusively serving another Unit, or otherwise creates a hazardous condition, no notice shall be required and the vehicle may be towed immediately.

Abandoned Personal Property

Abandoned or discarded personal property, other than an automobile is prohibited from being stored, kept or allowed to remain for a period of more than twenty-four (24) hours upon any portion of the Common Elements or Limited Common Elements without the prior written permission of the Board. If the Board or its designee, in its sole discretion, determines that property is being kept, stored or allowed to remain on the Common or Limited Common Elements in violation, then the Board may remove and either discard or store the personal property in a location which the Board may determine.

Prior to taking such action the Board shall place a notice on the personal property and/or on the front door of the Owner's Unit of such property, if known, specifying the nature of the violation and stating that after two (2) days the property may be removed and either discarded or stored. The notice shall include the name and telephone number of the Person or entity which will remove the property and the name and telephone number of a Person to contact regarding the alleged violation.

The Board, in its discretion, may determine that an emergency situation exists, and the personal property abandoned or stored in violation of this subparagraph may, without prior notice to the owner or user of the personal property, be removed and either discarded or stored by the Board in a location in which the Board may determine; provided the Board shall give to the owner, if known, notice of the removal of the property and the location of the personal property within three (3) days after the personal property is removed.

If the personal property is removed in accordance with this subparagraph, neither the Association nor any officer or agent of the Association shall be liable to any person for any claim of damage resulting from the removal activity or subsequent disposition thereof.

Heating of Units in Colder Months

In order to prevent breakage of water pipes during colder months of the year that might result in damage to any portion of the Regime, increased Common Expenses, increased insurance premiums or cancellation of insurance policies due to numerous damage claims, the thermostats within the Residential Units shall be maintained with the heat in an “on” or “automatic” position and at a minimum temperature setting of fifty-five degrees (55°) Fahrenheit (except during power failures or periods when heating equipment is broken) whenever the temperature is forecasted to or does reach thirty-two degrees (32°) Fahrenheit or below. Owners and Occupants of Units shall take all steps reasonably necessary on a timely basis to keep heating equipment, including, but not limited to, the thermostat, in good working order and repair.

Covenants Enforcement

The Southampton Pointe Board of Directors is obligated to enforce or cause to be enforced the requirements of the Covenants Conditions and Restrictions for the Association, these rules and other rules which may be adopted and/or published from time to time. Enforcement actions will include notification by letter to the address of record for the owner. Sanctions will include fines of \$25 to \$300 per infraction, and may be imposed with or without prior notice of the infraction. Fines will be imposed against the owner’s account and collected as Assessments. Subsequent action may include legal action and correction of the violation by the Association, the cost of which is charged to and payable by the property owner.

Assessment Collections

Payment of Assessments is required for the Southampton Pointe POA to operate and provide services to the members. Collections policies provide for collection of late fees, interest, collections fees and legal fees. Prompt payment of Association billings is required of owners.

Trailers, Trucks, Buses, Boats, Parking, ETC.

Parking spaces and facilities shall be used exclusively for parking automobiles. No buses, trailers or mobile homes, motorcycles, boats, boat trailers, all terrain vehicles, go-carts,

campers, vans or vehicles on blocks, unlicensed vehicles, or like vehicles shall be kept, stored, used, or parked overnight either on any street within the grounds of the Condominium or the Common Area.

No repair work on motor vehicles shall be carried out in the parking spaces except for emergency repair. Only legally registered and operating vehicles are permitted on the grounds of the Condominium.

All recreational vehicles as noted above must be registered in the Association office. A space will be assigned in the Southampton Storage area for these vehicles.

Impairment of Units and Easements

An Owner shall not directly or indirectly engage in any activities or work that will impair the structural soundness or integrity of another Unit, Limited Common Element or Common Element or impair any easement or other interest in real property, nor shall an Owner engage in any activities or allow any condition to exist which will adversely affect any other Unit, Limited Common Element or Common Element on their Owners, Occupants or licensees.

Unsightly or Unkempt Conditions

The pursuit of hobbies or other activities, which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken on any part of the Property. Clothing, bedding, rugs, mops, appliances, indoor furniture and other household items shall not be placed or stored outside the Unit.

Garage Sales

Garage sales, yard sales, flea markets or similar activities are prohibited unless and to the extent conducted under the auspices of the Association.

Time Sharing

Notwithstanding anything herein to the contrary, no Unit shall be used for or subject to any type of Vacation Time Sharing Ownership Plan, Vacation Time Sharing Lease Plan or Vacation Time Sharing Plan as defined by the South Carolina Code of Laws, Section 27-32-10, et seq., as amended, or any subsequent laws of the State of South Carolina dealing with a vacation time share ownership or leasing plan, unless the Owner of said Unit has obtained the prior written approval of the Board.

**Southampton Pointe Property Owners' Association,
Inc.**

**Request for ARB Approval of
Home Improvement Modification**

Items 1 through 8 are to be completed by the Homeowner:

1. Name of Homeowner _____ Date of Request _____
3. Home Address _____ Telephone Numbers _____
5. Description of Request

6. For hot tubs, TV dishes, air conditioning or other screening, attach a sketch **on a surveyor's plat** showing the addition/ modification. All plats must be to scale. Attach any other descriptive material that will support or explain request.

7. Requested start date _____ * 8. Approximate completion date _____
***Please allow 30 days for processing this request.**

To be completed by the ARB:

Date ARC received _____

ARC Action: **Approved without conditions** _____

Approved with the following conditions

Additional information required

Not approved for the following reason

ARB signature(s) _____

Date ARB action _____ Date Homeowner informed _____

Review fee: There is a \$25.00 Architectural Review Fee payable to Southampton Pointe POA. This fee is required upon submission of the Architectural Review Form.

*Deliver to: Southampton Pointe POA
2500 Beaucastel Rd., Mt. Pleasant, SC 29464 OR fax (843) 881-3752*