

# **THE POINTES OF PLANTATION POINTE OWNERS ASSOCIATION**

**Post Office Box 443, Chapin, South Carolina 29036**

## **REGULATION NO. 1**

### **AMENDMENT TO THE RESTRICTIONS PROVIDED FOR IN THE REVISED DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND BY-LAWS OF THE ASSOCIATION**

**Effective July 15, 2008**

**WHEREAS**, the Board of Directors for the Pointes of Plantation Pointe Owners Association, Inc. (hereinafter "Association"), pursuant to paragraph 21 of the Revised Declaration of Covenants, Conditions and Restrictions of the Association has the right to alter, amend, terminate, waive enforcement or release all or any part of the restrictions contained in the Revised Declaration of Covenants, Conditions and Restrictions; and

**WHEREAS**, the Board of Directors of the Association pursuant to Article IX, Section 2.K. of the By-Laws of the Association has the authority to make rules as deemed reasonably necessary by the Board of Directors to enforce the Revised Declaration of Covenants, Conditions and Restrictions and By-Laws of the Association;

**BE IT RESOLVED**, that pursuant to the authority granted in the Revised Declaration of Covenants, Conditions, Restrictions and By-Laws of the Association, the Board of Directors hereby adopts, approves and consents to Regulation No. 1, thereby amending the restrictions provided for in the Revised Declaration of Covenants, Conditions and Restrictions and By-Laws of the Association as set out herein below.

**1.1 Architectural Control.** In order to maintain a residential development of the highest quality and nature, to assure that all houses and other structures are of appropriate size and are of harmonious design, properly located in relationship to neighboring structures, and adapted to the terrain of each lot, the Association retains full architectural control in order to achieve these objectives. No structure shall be erected on any lot other than one, new, single-family dwelling and detached or attached garage of similar design and such structure shall have not less than 2,100 square feet of heated area internally and no use shall be made of the lot or of any right or privilege appurtenant thereto, other than for private residential purposes of a single family.

**1.2 Mobile Homes and Historic Structures.** In no event shall mobile homes, historic or other structures for renovation or restoration be permitted to be installed on any Lot.

**1.3 Commencement of Construction.** All construction activities are considered to have begun as of the date of the issuance of a Newberry County building permit and/or the actual commencement date of construction, whichever occurs first.

**1.4 Continuity of Construction.** All improvements on the Property, including the Association's Architectural Review Committee (ARC) approved landscaping, shall be prosecuted diligently to completion and shall be completed within twelve (12) months of commencement, unless the ARC grants an exception in writing. If an improvement is commenced and construction is abandoned for more than ninety (90) days, or if construction is not completed within the required 12 month period, fiscal sanctions may be imposed in accordance with the Architectural Guidelines and enforced with assessment and fines as is provided for in the Covenants, By-Laws, Rules and Regulations of the Association. Landscaping must be completed in accordance with the Architectural Guidelines of the Association.

**1.5 Subdivision of Lots.** No lot shall be subdivided or reduced in size without the written consent of the Association and Newberry County.

**1.6 Tree Removal.** All trees with a diameter of six (6) inches or more to be removed must be marked and approved for removal by the Association's Architectural Review Committee. To enhance the quality and harmony of the general area, the Association retains the right to deny the removal of any tree which is not located within the perimeter of the structure.

**1.7 Tree Survey and Landscaping Plan.** A tree survey and landscaping plan in form and substance satisfactory to the Association shall be submitted, reviewed and approved by the Architectural Review Committee (ARC) as an integral component of the Architectural Review Committee's review and approval of the Construction Plans and Specifications, with the cost of same to be the responsibility of the owner of any lot(s).

**1.8 Mail Boxes.** The placement, design, type, color and lettering of any mailbox or delivery receptacles and the support must be approved by the Association, together with property identification markers. The approved design shall be provided by the Association.

**1.9 Building Pads.** The Association has established building pads that govern the location of residences on all lots. These pads have been officially approved by Newberry County and are shown on the recorded plats of the Pointes of Plantation Pointe subdivision. The footprint of the residence must fall within the boundaries of the approved building pad, unless a variance is otherwise granted by the Association.

**1.10 Temporary Structures.** No tents, shacks, outbuildings or other temporary structures of any type shall be allowed.

**1.11 Temporary Parking of Motor Homes, etc.** To insure motor homes, camping trailers and fifth wheel vehicles do not detract from the overall aesthetics of the Community and are not used as living quarters for visitors, yet at the same time provide some degree of flexibility with regard to the presence of such vehicles, the temporary parking of motor homes, camping trailers and fifth wheel vehicles within the Community will be permitted on the street, driveway or within the property lines of the host's lot(s) for a period not to exceed seven (7) days. However, those motor homes, camping trailers, fifth wheel, or any other type vehicle may not be utilized as living quarters during that period.

**1.12 Garbage Cans.** All rubbish, garbage and trash shall be kept in enclosed containers out of sight of the street and neighboring homes.

**1.13 Clotheslines.** No clotheslines shall be allowed to be visible from the street or neighboring homes.

**1.14 Above Ground Pools.** No above ground swimming pool shall be allowed except temporary "kiddie" pools.

**1.15 Outdoor Play Equipment.** Prior to the installation or placement of children's outdoor play equipment, a written request to do so must be submitted to, and approved by, the Association's Architectural Review Committee. Any such approved play equipment is to be kept in good condition.

**1.16 Temporary Boat/Trailer Parking.** Owners must submit a written request for approval from the Association to temporarily park their boat/trailer in their driveway or on an approved parking pad for a maximum period of two (2) weeks, up to four (4) times per year. The Owner's request must include the exact dates of the temporary parking which may not be extended without express written approval of the Association. The Association shall ensure that boat/trailer parking is not otherwise permitted on lots within the Community.

**1.17 Flags.** National, State, seasonal, decorative, and college/state university flags are excepted from the Association's Architectural Review Committee approval if such flags are attached to a residence or detached garage and arranged in accordance with proper flag display protocol. Flags that are generally considered to be controversial or offensive in nature may not be displayed at any time.

**1.18 Permanent Yard Decorations.** Permanent yard decorations must be approved by the Association's Architectural Review Committee either as part of the landscaping plan or in response to an Owner's written request. Permanent yard decorations include, but are not limited to statuary, bird baths, concrete/metal furnishings, sun dials, free standing flags, etc.

**1.19 Temporary Yard Decorations.** Temporary yard decorations are those which are associated with the celebration of specific calendar events (e.g. a legal holiday). Such decorations shall be similar to those that are typically acceptable by the general public in celebration of the specific holiday. They may be installed within the general public's conventionally accepted time period prior to the event and shall be removed within a reasonable time period following the event. Under no circumstances shall temporary yard decorations be controversial, offensive or disrespectful in nature of the specific event or be political in nature. The placement of temporary yard decorations on unimproved lots must first be pre-approved in writing by the Association's Architectural Review Committee.

**1.20 Signs.** Except as provided for in Sections 1.21, 1.22, 1.23 and 1.24 of these Regulations, no signs may be erected on any lot or structure or displayed in any form to the public. No signs shall be nailed or fastened to any tree at any time.

**1.21 Real Estate Signs.** A standard real estate sign with the Points of Plantation Pointe logo, which has been designed exclusively for the Community, will be allowed. Said sign with post is to be placed within three (3) feet from either side of the driveway and up to three (3) feet from the road. For sale signs on vacant lots are to be placed near the center of the Lot and within three (3) feet from the road. Information boxes may be attached to the post. Details regarding the purchase of the signs may be obtained from the Association's web site [www.the-pointes.org](http://www.the-pointes.org) or by contacting a Board member.

**1.22 Security Signs.** Signs for a bona fide security company may be placed close to the house or affixed to the mailbox post. Security signs are limited to no larger than one (1) square foot and no more than five (5) signs per lot.

**1.23 Open House Signs.** Commercial quality "Open House" signs commonly used by Realtors may be displayed continuously beginning at dawn two (2) days prior to an advertised open house date. "Open House" signs shall be removed from the property at sundown on the day of the advertised open house date.

**1.24 Builder Signs.** The Association's Architectural Review Committee shall specifically approve any builder sign. A builder's commercially designed and constructed sign mounted on a post, which is to be located twenty (20) feet off and parallel to the roadway may be approved. Said sign shall display the lot and building permit numbers and shall be removed immediately following settlement with the owner or the termination of construction, whichever occurs first.

**1.25 Sight Obstructions.** No lower branches of trees or other vegetation shall be permitted to obstruct street lighting or the line of sight at roadway intersections.

**1.26 Lot Elevation Changes.** No elevation changes to any lot shall be permitted which materially affects the surface grade of the surrounding lots, unless approved in writing by the Association.

**1.27 Radio and TV Antennas.** No radio or television transmission or reception tower or antenna shall be erected on any lot unless cable or fiber transmissions are not available in which event customary antenna that do not exceed ten (10) feet in height above the roof ridge of any house to be located upon such lot will be permitted. All satellite dishes or like devices will be mounted on the house. Free-standing transmission or receiving towers, satellite dishes or like devices will not normally be permitted. However, if a signal cannot be obtained from a house mounted satellite antenna, a request to remotely locate an antenna must first be made to the Association's Architectural Review Committee along with a letter from the satellite company stating the nature of the problem and how it could be rectified and written approval received prior to installing the antenna.

**1.28 Driveways and Sidewalks.** All driveways, sidewalks and entrances to garages or houses shall be concrete or a substance approved in writing by the Association's Architectural Review Committee in accordance with the Architectural Guidelines of the Association.

**1.29 Tenants.** It is the responsibility of the Owners of the property to notify the Board of Directors of the Association when a lease or sublease of a home in the Pointes of Plantation Pointe is extended to a tenant. It is also the Owner's responsibility to see that the tenant has a copy of the Covenants, By-Laws, Architectural Guidelines, Rules and Regulations and that said tenants abide by such documents as if they are the Owners of the property.

**IN WITNESS WHEREOF**, the duly elected Board of Directors of the Pointes of Plantation Pointe Owners Association, Inc., by affixing their respective signatures below, hereby adopt, ratify and approve the aforesaid Regulation No. 1 amending the restrictions provided for in the Revised Declaration of Covenants, Conditions and Restrictions and By-Laws of the Association effective July 15, 2008.

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Vice Chairman

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Treasurer

\_\_\_\_\_  
Director-at-Large

\_\_\_\_\_  
Director-at-large

\_\_\_\_\_  
Director-at-Large

\_\_\_\_\_  
Director-at-large

\_\_\_\_\_  
Director-at-Large

# **THE POINTES OF PLANTATION POINTE OWNERS ASSOCIATION**

**Post Office Box 443, Chapin, South Carolina 29036**

## **FISCAL SANCTION REGULATION FOR VIOLATIONS OF RESTRICTIVE COVENANTS, BY-LAWS, RULES AND REGULATIONS OF THE ASSOCIATION**

**EFFECTIVE JULY 15, 2008**

**WHEREAS**, THE Board of Directors for the Pointes of Plantation Pointe Owners Association, Inc. (hereinafter "Association"), pursuant to paragraphs 20 and 21 of the Revised Declaration of Covenants, Conditions and Restrictions and Article IX, Section 2.K. of the By-Laws of the Association has the authority to adopt, amend, or repeal such rules or regulations that the Board of Directors deems necessary in order to enforce the Revised Declaration of Covenants, Conditions, Restrictions and By-Laws of the Association;

**WHEREAS**, it has been determined and deemed appropriate by the Board of Directors of the Association that adoption of a Pointes of Plantation Pointe Regulation governing the fixing, collection and enforcement of fiscal sanctions for violations of the Association's Covenants, Restrictions, By-Laws, Rules and Regulations would be in the best interest of the Association Members;

**BE IT RESOLVED**, that pursuant to the authority granted in the Revised Declaration of Covenants, Conditions, Restrictions and By-Laws of the Pointes of Plantation Pointe, Inc. the Board of Directors hereby adopts, approves and consents to the regulations for fixing and levying fiscal sanctions and collecting and enforcement of payments as set out herein below.

### **VIOLATION OF COVENANTS, RESTRICTIONS, BY-LAWS, RULES AND REGULATIONS**

Any violation of the enabling documents of the Pointes of Plantation Pointe, Inc. Articles of Incorporation for the Pointes of Plantation Pointe, and the Covenants, Restrictions, By-Laws, Rules and Regulations of the Association shall be processed according to the procedures outlined herein below.

Neither the Board of Directors, the Architectural Review Committee or any other Association Authority may impose a fine on a Member or other occupant for violations of Covenants, Restrictions, By-Laws, Rules or Regulations of the Association unless the following procedures are followed:

1. A written demand from the Board of Directors, Architectural Review Committee or other Authority that has jurisdiction over the alleged violation, to cease and desist from the alleged violation shall be served upon the Member, specifying:
  - a. The alleged violation; and
  - b. The action required to remove or abate the alleged violation; and
  - c. The time period allowed to remove or abate the alleged violation shall not be less than seven (7) days; and
  - d. The sanction imposed, if any, as set forth in Exhibit A; and
  - e. The date the sanction will begin and the action required to forestall or stop a continuing sanction; and
  - f. A statement advising the Member that he/she may, within seven (7) business days of receipt of the notice, submit a written request for appeal to the Chairperson of the Board of Directors that must clearly identify the alleged violation that the Member is requesting be appealed and the pertinent reasons for said appeal.
2. If the Member does not request an appeal hearing within the permitted time period, the sanction imposed shall be considered final and the Member's failure to request a timely hearing shall be considered a waiver of the Member's right to appeal in any forum.
3. The Board of Directors of the Association may, upon receipt of the written request for appeal and, at its sole option, determine whether or not it will review its decision or the decision of the Architectural Review Committee or other Authority. If the request for appeal is granted, the Member shall be notified in writing of the date, time and place of the hearing.
4. The Member shall be given a reasonable opportunity at the appeal hearing to present relevant evidence (documentary or verbal) to negate or contradict the findings or to mitigate the sanctions imposed.
5. At the conclusion of the appeal hearing, a decision to sustain, modify or dismiss the alleged violation(s) and/or imposed sanction(s) shall be made by an affirmative vote of not less than a majority of the Board of Directors of the Association.. Minutes of the meeting shall be recorded and the decision of the Board of Directors of the Association shall be given in writing to the Member.
6. If the Board of Directors of the Association determines that an appeal is unwarranted or if the Board of Directors of the Association reviews the appeal, the decision of the Board of Directors of the Association, with respect to this matter, shall then be final.

**PURPOSE.**

The purpose of Fiscal Sanction Regulation is to provide the Association with a reasonable means to enforce the Covenants, Restrictions, By-Laws, Rules and Regulations of the Association while at the same time affording basic due process rights to those accused of such violations. The Board of Directors specifically reserves the right to waive any fines as it deems appropriate and in the best interests of the Association, if compliance is achieved.

**ARBITRATION**

After exhausting the remedies specified in this Regulation, within 30 days following the Board of Director’s decision pursuant to paragraph (5) above, the Member and/or the Board of Directors may request of the other that any remaining dispute, claim or controversy, be settled by binding arbitration pursuant to the South Carolina Arbitration Act.

**IN WITNESS WHEREOF**, the duly elected Board of Directors of the Pointes of Plantation Pointe Owners Association, by affixing their respective signatures below, hereby adopt, ratify and approve the aforesaid Fiscal Sanction Regulation effective July 15, 2008.

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Vice Chairman

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Treasurer

\_\_\_\_\_  
Director-at-Large

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Director-at-Large

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Director-at-Large

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Director-at-Large

\_\_\_\_\_  
Director-at-Large

**POINTES OF PLANTATION POINTE OWNERS ASSOCIATION, INC.  
FISCAL SANCTION REGULATION**

**EXHIBIT A**

**FINE SCHEDULE**

**Effective date: July 15, 2008**

<b><u>Violation</u></b>	<b><u>Fine</u></b>
1) Non-compliance with any provisions of the Association's Covenants, Restrictions, By-Laws, Rules or Regulations not otherwise specified in this Exhibit.	\$100.00 per occurrence and after 7 days, \$10.00 per day until violation is resolved.
2) Lot Clearing without ARC approval.	\$500.00 per occurrence and after 7 days, \$25.00 per day until violation is resolved.
3) Alterations, modifications or changes to any existing structure and/or the landscaping	\$200.00 per occurrence and after 7 days, \$25.00 per day until violation is resolved.
4) Beginning construction of a new Structure without ARC approval.	\$500.00 per occurrence and after 7 days, \$25.00 per day until violation is resolved.
5) Start of a new landscape project without ARC approval.	\$200.00 per occurrence and after 7 days, \$10.00 per day until violation is resolved.
6) No silt fencing, trash container or portable toilet on site during construction.	\$100.00 per occurrence and after 7 days, \$50.00 per day until installed.
7) Failure to repair damage to roadways, curbing, culverts or other property within 15 days of occurrence.	\$200.00 initially plus \$25.00 per day until repairs completed.
8) Unsightly lot conditions and/or debris.	\$100.00 per occurrence plus cost of clean-up.
9) Unapproved deviations from ARC approved plans and specifications.	\$300.00 per occurrence and after 7 days, \$30.00 per day until issue is resolved.

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| 10) Excessive soiling of roadways by construction or structure related renovations or repair activities.   | \$100.00 per occurrence plus cost of cleanup.   |
| 11) Violation of Builder Requirements and Responsibilities and/or inspections as defined in Section 8 of the Architectural Guidelines.           | \$200.00 per occurrence and after 7 days, \$20.00 per day until issues are resolved.                |
| 12) Committing offensive or illegal activities and/or activities that are an annoyance or nuisance to any Member.                                | \$100.00 per occurrence and after 7 days, \$10.00 per day until issues are resolved.                |
| 13) Builders doing new home construction or improvement project work during non-approved hours as per Section 8 of the Architectural Guidelines. | \$200.00 per occurrence.  |
| 14) Violation of the restrictions concerning burning or fires as per Section 8 of the Architectural Guidelines.                                  | \$100.00 per occurrence.  |
| 15) Construction abandoned for over 90 days.   | \$20.00 per day until resumption or issue is otherwise resolved.                                    |
| 16) Incomplete construction after 12 months.   | \$500.00 and \$10.00 per day until an extension of the construction time period is approved by ARC. |
| 17) Repair or reconstruction work not commenced within 180 days of the damage or loss  | \$25.00 per day until repair work is commenced.   |