

RULES AND REGULATIONS
RIVERS POINT HOME OWNERS ASSOCIATION

JANUARY 2, 2018

In order to create a dignified, safe and charming living space which is respectful of the concerns of Rivers Point home owners, these Rules and Regulations have been created. These Rules and Regulations supplement the Master Deed of the Regime and the Bylaws of the Association. They apply to owners and their families, tenants, guests, agents, invitees, contractors, employees and others.

It is the responsibility of the homeowner to forward the Rules and Regulations to your rental agency to be attached to the rental agreement, signed, and returned to the property manager. If you are renting the unit yourself, a copy of the Rules and Regulations must be signed by the renter and returned to the property manager. Please make sure a copy of the Rules and Regulations is given to renters.

1. Residential and Business Usage

All Units shall be utilized for single family residential purposes only. No business or business activity shall be carried on upon any Unit at any time; provided, however, that (i) nothing herein shall prevent Declarant or its designee, or any entity approved by the Board of Directors, from using any Unit owned by Declarant or leased by Declarant from carrying on business related to the development, sale, leasing, or management of the Property and (ii) to the extent allowed by applicable zoning laws, a private office may be maintained in a Unit as long as such use is incidental to the primary residential use of the Unit, does not violate any applicable law, does not involve any exterior signage or advertising of the Unit as a place of business, and does not contribute to parking, traffic or security problems, all in the opinion of the Board of Directors.

2. Prohibited Uses

A Unit Owner shall not permit or suffer anything to be done or kept in his Unit which will, in the sole opinion of the Board of Directors, (i) increase the insurance rates on his Unit or the Common Area, (ii) obstruct or interfere with the rights of other Unit Owners, or the Association or (iii) annoy other Unit Owners by unreasonable noises or otherwise. A Unit Owner shall not commit or permit any nuisance, immoral, improper, offensive or illegal act in his Unit or on the Common Area.

3. Disturbances

No noxious or offensive activity shall be conducted in any house or on the Common Area nor shall anything be done therein which may be or become an annoyance or nuisance to other homeowners or occupants. No homeowner shall make or permit any disturbing noises or do or permit anything to be done which would interfere with the rights, comforts or convenience of other homeowners. All homeowners shall keep the volume of any radio, television, sound system or musical instrument in their houses and in their vehicles on the premises sufficiently reduced at all times so as not to disturb other homeowners. Homeowners must abide by Charleston County Ordinances pertaining to disturbances.

4. Owner Responsible for Conduct of Others in Unit

Each Unit Owner shall be deemed responsible to the Association for the conduct of members of his household and his tenants, agents, invitees, guests, and pets while on Rivers Point Home Owners Association property, but the responsibility of the Unit Owner shall not relieve any member of his household or any of his tenants, agents, invitees, or guests from any liability to the Association or to a Unit Owner for their own acts.

Each lease shall include a notification of repair clause. If tenants fail to report an external structural issue to homeowner within a reasonable time frame of fourteen (14) days. Rivers Point Home Owners Association has the right to refuse financial support to homeowner for repair of unit.

5. Access to Rivers Point Home Owners Association

Access to Rivers Point HOA property for personal guests or invitees may be authorized by Unit Owners, Unit tenants and immediate family members of such Owners or tenants and who are age 18 or older. All access is subject to these Rules and Regulations. Personal guests and invitees may not authorize access for others unless approved by the Board of Directors or any management agent for Rivers Point HOA. Only persons with proper authorization may remain on Rivers Point Row. Any guest or invitee may be required to provide the management agent, the Board of Directors, or

law enforcement officials with proper identification and the name and telephone number of the person who authorized his access.

6. Access to Amenities

Access to Rivers Point HOA amenities, such as the pool area, is limited to Unit Owners, Unit tenants, immediate family members of such Owners or tenants, and personal guests who are accompanied by a Unit Owner, tenant or immediate family member of such Owner or tenant.

7. Obeying Laws

All valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction over the Property shall be observed.

8. Pets

A Unit Owner may keep a domestic pet in his Unit under the regulations promulgated by the Association. A Unit Owner may not keep any other animals, livestock or poultry, nor may any of the same be raised, bred, or kept upon any portion of the Property. All pets shall be housed within the Unit. Pets must not constitute a nuisance or cause unsanitary conditions. Incessant barking or howling of a dog which is clearly audible in another Unit shall be a nuisance, unless otherwise expressly determined by the Board of Directors. The Board of Directors shall have the right to determine, in its sole discretion, whether a particular pet meets the criteria set forth above, and, if not, it may require the owner of the pet to remove such pet from the Property.

- a. Homeowners shall abide by the applicable County/City ordinances which requires annual licenses and current vaccinations for dogs and cats over three (3) months of age, prohibits animals from running loose on public property (or common areas of a community), requires that pets be kept under control at all times when off their owner's property and prohibits animals from trespassing, damaging or fouling another's property (or common areas of a community). Additionally, it prohibits keeping vicious, wild, exotic animals as pets. These Rules and Regulations authorize the County Animal Warden to enter the community to investigate complaints and to enforce the County ordinance. Any residents of the Rivers Point Row HOA may report Ordinance violations to the County Animal Control Office. All pets must be properly restrained on a leash and controlled by a dependable person. All homeowners are responsible for the actions of their pets. The Association is not responsible/liable for the actions of your pets.
- b. No kennels for breeding or for multiple pets shall be allowed on the property.
- c. Pet owners shall be responsible for the IMMEDIATE cleanup and proper disposal of pet wastes deposited in the Common Areas or streets. Pet owners shall be responsible for any and all costs incurred in the repair of damages caused by their pet(s) to the Common Areas as well as the property of other homeowners immediately upon notice. Pet owners who do not immediately cleanup and properly dispose of pet waste will be given one warning from Management. Subsequent violation will incur a fine of One Hundred Dollars (\$100.00). An additional Fifty Dollars (\$50.00) will be assessed if disposal falls on the responsibility of the association.
- d. Homeowners who own pets, or have guests visiting with pets, shall ensure that the pets do not become a nuisance to other homeowners in the community. Actions that may constitute a nuisance include, but are not limited to, barking, crying, scratching, digging or being hygienically offensive. Chaining/tethering or penning a pet on the Common Area is prohibited.
- e. All pets must stay at least 30 feet from the rear of all units while being walked. While walking pet in front of units, stay on street. These parameters are set to respect the personal space of homeowners and tenants

9. Signs and Antennas

With the exception of "FOR SALE" or "FOR RENT" signs, unless otherwise expressly permitted in writing by the Board of Directors, an Owner shall place no sign, advertisement or notice on the Common Area, Limited Common Area, or his Unit. Political signs shall be removed by homeowner no later than one week after election.

10. Approval of External or Structural Modifications

- a. Unless otherwise expressly permitted in writing by the Board of Directors, no modification of a Unit or Limited Common Area which would be visible from any other Unit or any portion of the Common Area, and no modification of a structural element of a Unit or the Common Area, shall be permitted until two (2) sets of plans

showing the nature, shape, dimensions, materials, color and location thereof have been submitted to and approved by the Board of Directors or its designee.

- b. The Board of Directors or its designee shall have four (4) calendar weeks from receipt of all required information to review the submitted information. It may approve, reject or modify the proposed plans based on its perception of the consistency and harmony of the plans with the Master Deed, the design of Rivers Point HOA, and other practical and aesthetic factors deemed appropriate by the Board of Directors. Other Owners shall be given the opportunity to examine such plans upon prior written request during reasonable business at a location identified by the Board of Directors. If no notice of approval, disapproval, proposed modification or request for additional information, is received by the submitting Owner within such four (4) calendar week period, the plans shall be approved.
- c. Compliance with the above procedures is not a substitute for compliance with other applicable building, zoning, subdivision and development standards ordinances and codes. The Association and Board of Directors shall not be responsible for any defects in any plans or specifications approved by the Board of Directors, nor for any structural defects in any work done according to such plans and specifications. Further, neither Declarant nor any member of the Board of Directors shall be liable for damages to anyone submitting plans or specifications for approval, or to any person affected by a mistake of judgment, negligence or nonfeasance arising out of, or in connection with, the approval or disapproval or failure to approve or disapprove any such plans or specifications.
- d. Owners, Tenants, and/or Owners' agents shall not undertake to do any item of painting, repair, or maintenance, for which the HOA is responsible as provided by the Association under the By-laws unless in an emergency situation, acknowledged by Board, or pursuant to written approval of the Association. Failure to follow this procedure will result in a fine to the violation owner. Failure to correct the violation within a reasonable period of time will result in the regime making the corrections and assessing the owner for all cost incurred. The Association does not accept responsibility for Owner Modifications (i.e. enclosed porches or additional skylights.) Upon transfer of ownership, disclosures of this type shall be made to the new Owner by the Seller.

11. Trash/Garbage/Recycling Containers

Trash, garbage or other waste are to be in trash cans or assigned places designated by the Board of Directors for curbside pick-up. No loose trash, garbage or other waste shall be left in front of or in back of units, or in Common Areas.

No waste, litter, or cigarette butts shall be deposited on the Common Area. No accumulation or storage of litter, new or used building materials or trash of any kind shall be permitted in Common Areas.

Each homeowner or tenant is responsible for picking up litter on his/her property and preventing windblown debris from originating there.

ash, garbage and recycling containers as well as larger bulk items such as televisions, furniture, boxes, beer kegs, etc. shall not be permitted on common area or limited common areas including but not limited to rear patios.

Effective 1 April 2017, the City of Charleston no longer will pick up discarded electronics such as televisions, printers, computers, etc. Property Owners and/or Tenants are responsible for taking such electronics to one of Charleston County's recycling drop-off sites: Romney Street Convenience Center on the peninsula; Bee's Ferry Convenience Center in West Ashley; and, Signal Point Convenience Center on James Island. Please note that cellphones, video game consoles and cameras cannot be recycled. Goodwill nonprofit centers take electronics and wipe computer hard drives of data before disposing of same. DHEC's website lists businesses offering recycling programs and details about Goodwill's recycling program are online. Owners are responsible for notifying tenants of these rules. Non-compliance will result in a fine of \$25.00 per day until electronic waste is properly disposed of by the Owner.

Contractor Debris: It is the responsibility of the contractor who provides remodeling and/or repair work to dispose of the construction debris. This debris may not be left on any driveway or any Common Area. All contractor dumpsters must be located in Owner's driveway and have plywood underneath to protect the driveway.

Containers for garbage and recycling may not be visible from the street, unless otherwise approved by the Board. Containers may be put out on the day before collection and returned to each Unit by the following morning.

Leaves and plants from Owners' patios and front areas must be placed in paper lawn bags and may be put curbside the day before scheduled pickup which is typically on Thursday.

12. Use of Common Areas

Common Areas are all exterior areas that include, but are not limited to, yards, parking areas, green spaces, and pool area. All homeowners shall be entitled to use and enjoy the Common Area without infringing on the rights of others. However, no individual homeowner shall convert any portion of the Common Area for his/her exclusive use without written approval from the association. For example, homeowners may not plant flowers, plants, trees, shrubbery and crops of any type without approval from the association.

All patio furniture and grills must be kept within Owners' patio and/or fenced-in area.

Violation of South Carolina code 16-17-470 (eavesdropping, peeping, voyeurism) shall not be tolerated. The police may become involved.

13. Obstruction of Common Areas

Unless otherwise expressly approved by the Board of Directors, roads and common avenues of ingress and egress shall be used for no purpose other than normal transit through them. No Owner or agent, tenant, family member or invitees of an Owner shall park any vehicle outside of assigned parking designation.

The front and back of unit or back fence of unit and other common areas must be kept free of obstruction, junk and personal items, to include, but not limited to waste receptacles, sporting equipment, tools, yard waste and unsightly furniture. Owner's failure to comply with these regulations will be given a warning first, then a \$25.00 per day fine.

14. Common Area Damage

All exterior areas to include, but not limited to yards, stoops, parking areas, etc. Any defacing or deliberate damage to the Common Area, or equipment installed thereon caused by any person including a homeowner, his/her family, tenants, servants, employees, agents, visitors and guests, invitees or licensees shall be promptly repaired at the expense of the homeowner.

15. Personal Items

Beach towels, bathing suits, clothing, etc. shall not be hung on fencing for longer than a 24 hour period if visible to a person in any other Unit or anywhere on Rivers Point HOA property. Unattended items left in any Common Area for extended periods of time so as to become offensive to other homeowners will be removed and discarded and Home Owner will be fined \$50.

Exterior decorations related to any holiday will be permitted to be installed (30) days before holiday and must be removed no later than (30) days after the holiday. Notification of violation will be issued then a fine will be assessed after 7 days time if not remediated.

16. Air Conditioners

No window unit air conditioners are permitted.

17. Window Treatments

Any interior window treatments used must be made exclusively for that purpose as seen from the street or General Common Elements and must be kept in good working condition (i.e. no towels, blankets, broken blinds, or torn screens).

18. Patios/Balconies

Rear patios must be kept in a clean and sanitary manner.

19. Landscaping Violation

Any additional landscaping must be approved in advance by the HOA and maintained by the Owner. If the Association subsequently needs to operate in that space the association is not responsible for any loss or damage suffered by the Owner as a result. All condo front/entrance ways are to be maintained by homeowner. If owner wants HOA to maintain front/entrance ways please notify management. If owner does not maintain front/entranceway the HOA will have landscaper maintain front / entranceway.

20. Vehicle Operation

Owners of vehicles shall be held liable for all costs to repair damages to the Common Area caused by negligence, repair, operation or parking of a vehicle, or storage of any combustible, dangerous or otherwise hazardous material on the Common Area (regardless of the type of the container). All motor vehicles shall not exceed the posted speed limits while operating in the community and all vehicles shall be operated on the paved streets and parking areas only.

21. Parking and Vehicles

Unless expressly approved by the Board of Directors or the management agent:

- a. no parking shall be permitted on streets or driveways unless clearly marked as paved parking spaces; All parking spots, excluding driveways, are considered to be part of the common area and are available on a first come basis for all owners and their guests.
- b. boats may not be parked on driveways and/or common areas;
- c. unlicensed or inoperable vehicles may not be parked on the common property or occupy a designated parking space;
- d. No vehicles may be stored in the parking areas at any time. Stored vehicles shall mean those that remain in a stationary position and are not operated for more than ten (10) days.
- e. no house trailer, mobile home, tractor-trailer or bus, and no recreational motor vehicle, truck or commercial vehicle over one ton capacity or any vehicle that is longer than twenty (20) feet shall be parked on the property or in the driveways or designated parking spaces. Such vehicles which will fit into a designated parking space shall be permitted on the property for loading, unloading or maintenance services.
- f. There should be no parking around the swimming pool, in the street in front of units, or in any of the unpaved areas. Please monitor where your guests park and inform them of the common parking areas. No Parking on grass or driving on grass.
- g. All motorcycles are to be parked in Owner's driveway and not in a common parking space.
- h. Disposing of motor oil or other vehicular fluids anywhere on association property is prohibited. Extraordinary repairs or maintenance of vehicles anywhere on Association property is prohibited.
- i. Vehicles violating these Rules may be towed at the sole cost and risk of the person violating the Rule.

24. Firearms and Fireworks

The use of firearms, pellet or air guns, and bows and arrows is prohibited on Rivers Point property. No fireworks are allowed.

25. Swimming Pool Rules

The following pool rules apply:

- a. Pool keys will be issued once pool registration form is completed. This applies to owners and tenants, and shall include a name, address, unit number, and phone number. The first pool key is provided for free, but any additional pool key will be \$20.00.
- b. There is no lifeguard on duty. Swim at your own risk. No children under the age of 13 are allowed in the pool area unless accompanied by an adult.
- c. Pool hours are between 7:00 A.M. until 10:00 P.M. April through September. Persons in the pool at other hours will be requested to leave. Failure to leave the pool after 10:00 P.M. and before 6:30 A.M. will be considered trespassing. The police may become involved. The pool may be closed periodically for maintenance, in which event notice of closure shall be posted.
- d. Health and safety rules posted in the pool area shall be observed.

- e. Any Owner, or resident who wishes to use the pool area for a group function must obtain written permission from the Board of Directors or the management agent. Written permission will be granted on a first-come, first served basis except where permission is requested for a series of functions, in which case the Board of Directors or management agent reserves the right to determine the appropriate usage. Any person(s) shall (i) be responsible for cleaning up before departure, (ii) be responsible for the conduct of their guests, and (iii) be in attendance at all times.
- f. Unless expressly approved by the Board of Directors, approval of a pool party shall not result in excluding other authorized persons from using the pool in the normal manner.
- g. No pets are authorized in the enclosed pool area. Pets shall not be tied or left unattended in common areas while using the pool.
- h. Except at approved functions, food is permitted only in designated areas. **No glass** containers are allowed in the enclosed pool area. Failure to follow these Rules will result in forfeiture of pool privileges.
- i. Anyone allowing individuals into the pool area who are not bona fide owners and/or their tenants or guests shall forfeit pool privileges.

26. Solicitations

Persons soliciting contributions or the purchase of goods or services, and persons seeking to distribute materials, brochures or information shall not be allowed access to Rivers Point property unless (1) expressly required by law or the Board of Directors or (2) expressly invited, by name, as a guest of a specific Unit Owner or tenant, in which the person invited shall limit their solicitation to the person(s) expressly inviting them and will require signage.

27. Notice of Violation

A letter describing the violation and citing the appropriate Governing Document Language will be mailed to the homeowner. The letter will explain that the homeowner has a specific number of days to correct the violation or to contact the Association, or the property management company, to arrange for an extension.

28. Appeal

The homeowner will have a full opportunity to explain why they are not in violation of the Governing Documents and/or an opportunity to request a waiver. Upon reviewing all necessary information presented by homeowner, the Board, or appointed panel, will deliberate outside the presence of the homeowner and render a decision. Written notification of the decision will be sent to the homeowner within five (5) business days of the hearing.

29. Fines

Any fine assessed will begin to accrue as soon homeowner has been notified. The standard fines amounts are as follows:

1. \$50 per violation
2. An additional \$50 applied within every (7) days until violation is rectified by homeowner or tenant
3. If the violation was a one-time event, the fine amount will be between \$50.00 and \$100.00, in the discretion of the Board.

Once the fine amount reaches \$200.00, a lien will be placed upon the homeowner's property to secure the amounts owed.

Please note that the Governing Documents grant power to the Association to foreclose upon a homeowner's property for any amounts owed to the Association.

The Board understands that this may seem like a harsh policy to many of our homeowners. However, this fine system will only affect those people who refuse to fulfill their obligations to our community. We do not feel that it is fair to the majority of the homeowners to carry the financial burden and suffer the property value pitfalls that result from those in

our community who refuse to live by the Governing Documents that keep our neighborhood a pleasant and safe place to live.