



The Enclave at Longpoint Association

Rules and Regulations

DRAFT VERSION

Updated June 23, 2023

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1 Introduction

The Rules and Regulations of the Enclave at Longpoint Homeowners Association are established by the Board of Directors of the Association under the authority described in the governing documents for the Enclave at Longpoint Homeowners Association. These Rules and Regulations may be expanded, amended, or repealed by the Board of Directors of the Association, at its sole discretion as set forth in Article VI, Section 1 of the Declaration of Protective Covenants for The Enclave at Longpoint (the "Covenants"). In any conflict between these Rules and Regulations and Covenants, the Covenants control. The Board of Directors has established the Rules and Regulations to ensure we preserve the maximum value of our homes in our neighborhood, while creating a welcoming atmosphere for current and future homeowners.

The Covenants also establish the right of the Association to charge reasonable fees, authorize the use of portions of the Common Property 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 owners and residents have the right to enjoy and use the Association Common Property. Guests are welcome and are accommodated when their participation does not infringe on the right of enjoyment of the owners and residents. The Association shall apply and enforce these Rules and Regulations with members and residents equally.

2 Assumption of Risk

Any and all use of the Common Property at the Enclave at Longpoint, including the Enclave facilities, 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 all owners, residents, and guests 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.

- Owners, residents, occupants, guests and staff must conduct themselves so as not to jeopardize or interfere with the rights and privileges of other residents, occupants, or guests.
- Owners and residents are responsible for the conduct of their occupants and guests.
- Owners, residents, occupants, and guests will be held to the same standard of conduct as set forth herein for residents.
- Owners, residents, occupants, guests and staff will refrain from loud, profane or indecent language.

- Owners, residents, occupants, guests, and staff will not harass or accost any other resident, or an occupant, guest, Association employee, director, officer, committee member or any other person.
- Owners, residents, occupants, guests, and staff will not compromise the safety of others by their actions.
- Owners and residents will be held responsible for any damage to Association property caused by the owner and/or resident's occupants or guests.
- Owners, residents, occupants, guests, and staff shall not interfere with the management of the Association, or reprimand or discipline any Management employee. Comments and complaints are to be civilly directed to the Property Manager. The Property Manager shall require that the complaint be submitted in writing before acting on the complaint.
- Owners, residents, occupants, and guests who violate this code of conduct or who violate an Association rule or regulation are subject to disciplinary action which may include suspension of resident privileges and/or monetary fines as determined by the Board. Such fines shall be assessed to the residents account and collected in accordance with established collection policies.
- Safety is paramount and any owners, residents, occupants, and guests not adhering to the Rules and Regulations stated herein and/or posted or otherwise obvious safety rules, shall be asked to leave any Association facility or program with respect to safety, proper decorum and sanitation, The Association staff's judgment shall prevail in all instances.

4 HOA Assessment Collection and Fines

4.1 Definitions

OWNER: The legal owner or co-owners of a home in The Enclave Homeowner Association. Also, referred to as a Member in the Declaration of Protective Covenants for the Enclave at Longpoint recorded in Book A256 at Page 551 in the Office of the Register of Deeds for Charleston County. A Homeowner is an Owner and a member of The Enclave at Longpoint Community Association, Inc. (the "Enclave HOA"). Any trust or limited liability company that owns a property or properties within The Enclave shall also be known as an Owner, and they shall have the same rights and responsibilities.

RESIDENT: A resident is a person who lives in a home such as a child, parent, domestic partner, renter, etc. In addition, lessees of any property of The Enclave are bound by the Covenants, Rules and Regulations, and governing documents.

MANAGEMENT COMPANY: The Property Management Company contracted by the Enclave HOA to handle its business affairs.

GOOD STANDING: Association members who are not delinquent in their assessments and/or who do not have outstanding violations. Members not in Good Standing can be restricted from voting and taking office as a Board of Directors Member or as a Board appointed Committee Member.

AUTHORITY: The authority for the Enclave Board of Directors to assess late fees and penalties for late payment of assessments is granted under the Declaration for The Enclave HOA.

LATE CHARGE: Any Assessment not paid within 30 days of its due date will incur a Late Charge of 18% payable to the Enclave HOA.

The Enclave Board of Directors, at its discretion and upon receipt of a written/ electronic request from the Owner, 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.

MONETARY FINE: Owners, residents, occupants, and guests who violate the Covenants, Rules and Regulations or who violate the code of conduct are subject to disciplinary action which may include suspension of resident privileges and/or monetary fines as determined by the Board. Such fines shall be assessed to the residents account and collected in accordance with established collection policies. The Monetary Fine schedule can be found in **Exhibit A**.

4.2 Collection Policy

General Provisions: 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 as described above. Homeowner may stop the collection process at any time by paying his/her delinquent balance in full or upon an approved payment plan authorized by the Management Company or Board of Directors. The owner may contact the Management Company, but the collection process will only stop with payment in full or by an approved payment plan.

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 or Late Charges by The Enclave HOA.

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.

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 Unit Owner.

STEP 2: Certified Letter (D2) The Management Company will send a Certified Letter (D2) 30 days after the D1 to an owner

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.

STEP 4: Lien Request (LR) 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.

STEP 5: Lien Filing The attorney files a lien on the property and writes a demand letter and copy of the lien to the Home Owner, demanding payment in full within thirty (30) 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 Owner.

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 Unit Owner.

5 Community Rules and Regulations

5.1 Maintaining Property:

Residents are required to maintain their property and upkeep of their property per the Covenants, Article V, Maintenance, Section 2 of Owners responsibility including:

- All maintenance and structures are consistent with a well-maintained neighborhood.
- Homeowners shall conduct necessary repairs and painting when wood trim, siding, and/or paint has deteriorated on the exterior of the home exposing the natural surface. In addition, uneven colors caused by faded paint, stained areas covering more than a few square feet (due to mildew, mold, dirt buildup, etc.) shall be promptly addressed.
- Home siding, steps, and trim shall be maintained in good condition. As an example, rotted trim and missing siding do not meet neighborhood standards and shall be promptly repaired.
- Exterior doors, windows, and garage doors shall be maintained in good condition. As an example, cosmetically damaged garage doors, broken windows, and torn screens shall be promptly repaired.
- Landscape Guidelines shall be followed per the guidelines described in this document.

5.2 Common Property

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 or physically removed from the water's edge of ponds.
- Swimming and/or boating is prohibited in all ponds.

5.3 Amenity Access

In 2021, the HOA implemented a new Amenity Access System to control access to the community pool, multi-purpose sports courts, and clubhouse.

The access system affords two methods of access: physical FOBs and smart phone access.

- Fob Access:
 - Each home is entitled to one physical FOB for access
 - Lost FOBs can be replaced by emailing the Property Manager. There is a replacement cost of \$25.
- Smart Phone Access
 1. Email the property manager and provide the following information:
 - a. First and Last Name
 - b. Home address
 - c. Email address
 2. Once the Property Manager has entered your information into the system, an email will be sent to you from **postmaster@remote-manager.net** with instructions on how to download and configure the "Open Cesamee" app.
 3. Once you successfully complete the set up, you will be ready to access the amenity areas by holding your phone up to the card readers with the Open Cesamee app active.
 4. Bluetooth MUST be active on the phone for the mobile phone access to work.
 5. If you need access for your family granted, please contact the Property Manager with the information outlined in step 1 for each person.

5.4 Clubhouse

- The Clubhouse is available to rent to Residents of the Enclave. The cost to rent the Clubhouse is \$50 per use (as of June 2023).
- A \$100 cleaning fee (or current rate) may be applied if the Clubhouse requires a follow-up cleaning.
- A few Clubhouse rental procedures:
- If you are hanging decorations, please only use paint safe tape and no thumbtacks.
- At the conclusion of your event, you are required to sweep/vacuum floors, empty the interior trash can, empty the fridge, and wipe down surfaces.

Renters are responsible for locking back doors and bathroom interior doors, and turning off all lights.

5.5 Pool

5.5.1 Pool Safety

Pool Safety is each homeowner's responsibility. Please note there are NO LIFEGUARDS on duty, and please supervise your children and guests. Pool Rules can be found in Exhibit B.

5.5.2 Guest Policy

Residents and homeowners may host a reasonable number of guests at the Enclave Pool. Guests shall be reminded of Pool Rules and are expected to follow the neighborhood Code of Conduct. Please note that inappropriate guest behavior will result in fines and if issues continue to persist, then the homeowner shall lose pool privileges at the discretion of the Board.

- The Property Management Company shall be contacted regarding any concerns with guest behavior. Children of Enclave homeowners may not host pool parties without a parent present, regardless of the child's age.
- If homeowners would like to host a Pool Party, the Property Management company must be contacted to ensure there are no conflicts. Please consider renting the Clubhouse for all parties and events. To rent the Clubhouse, contact the Property Management company.

5.6 Multi-Purpose Sports Courts

- There is one Outdoor Tennis Court, one Pickleball Court, and an outdoor ½ court basketball court in the Enclave. The rules are posted on the Courts, and the facility is used on a first come, first serve basis for residents and their guests.
- Rules can be found in **Exhibit C**.

5.7 Golf Carts/Mopeds

- All residents must abide by South Carolina laws governing golf carts and mopeds.
- Golf carts are allowed only on roadways and are strictly prohibited in landscaped areas, around lakes or ponds, in wetlands, in the pool or sport court area, and on the children's playground.
- The number of passengers cannot exceed the golf carts seating capacity.

5.8 Parking

- Parking rules apply to all residents and guests and is governed by the Covenants in Article VI Section 4. Vehicles. The term "vehicles", as used herein, shall include, without limitation, motor homes, boats, trailers, motorcycles, golf carts, minibikes, scooters, go-carts, trucks, campers, buses, vans and automobiles.

- Vehicles shall not be parked on any street within the Community except for the Service Provider section.
- Vehicles shall never be permitted on the grass area of any home.
- Vehicles shall not be parked on the Common Property at the Clubhouse for more than 8 hours.
- Commercial vehicles, recreational vehicles, mobile homes, trailers, campers, boats or other watercraft, or other oversized vehicles, stored vehicles, and unlicensed vehicles or inoperable vehicles shall not be parked within the Enclave HOA except in enclosed garages.

5.8.1 Guest and commercial vehicle parking shall follow these guidelines:

- Parking shall not impede the flow of traffic.
- Parking against the flow of traffic is prohibited.
- Parking at stop signs is strictly prohibited.
- All cars parked in open view and not in a garage must be operable and may not be unsightly.
- No vehicle may be parked on any yard. As a general rule, parking of vehicles on the street is prohibited. Temporary parking (four hours or less) is allowed if not a nuisance to neighbor's or impediment to traffic flow. Homeowners are responsible for guest parking and must ensure that guests park in a safe manner and do not impede access to others.

5.9 Boats/ Recreational Vehicles/ Trailers

- Recreational vehicles shall be stored in Resident's garages.
- No boat, trailer, camper, or recreational or any other type vehicle may be parked or stored in open view on residential property for longer than a 24-hour period.
- 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.

6 Landscape Maintenance

6.1 Lawn care/ Landscape

- Owners must maintain/improve their landscaping. Each owner shall keep his/her lot and all improvements thereon in good order and repair including, but not limited to, seeding, watering, mowing, the pruning and cutting of all trees and shrubbery. This shall be done in a manner and with such frequency as is consistent with good property management and the precedent set in the surrounding community.
- Each owner is responsible for removal of debris, clippings, etc. from the property line to the

center of the street. All planting areas shall always be properly maintained, and, after the first frost, all affected material shall be removed.

- At the end of the growing season, all dead plants shall be removed. It is suggested that the bare earth be covered with straw, mulch, or similar cover to prevent soil erosion.
- All mulched landscape beds must be covered with natural pine straw, chopped pine bark mulch, or wood shavings.
- Outdoor storage of garden tools and hoses must be screened from view and kept behind shrubs. Any tools or items stored under a back deck or porch must also be screened from view.

6.2 Firewood

- Firewood piles are to be maintained in good order and must generally be located within the sidelines of the house and in the rear yard in order to preserve the open space vistas.
- Woodpile coverings are allowed only if the cover is an earth tone color and the woodpile is screened from the view of street. For example, a tarp-covered woodpile may be located under a deck with shrubs planted around it.

6.3 Burning/ Dumping/ Littering

- Residents and guests are prohibited from burning and or dumping lawn/garden waste or any other items on common areas of the Enclave HOA.
- Littering is prohibited and residents may be fined.

6.4 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.

6.5 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.

6.6 Pets

- Owners must remove all waste from roads, common areas, and personal property.
- Raising, breeding, or keeping of farm animals or poultry of any kind is prohibited.
- 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.

7 Residential Property

7.1 Leasing/Property Rental

- Owners may lease or rent their property in accordance with the applicable laws.
- Property may only be leased in its entirety for a minimum of 90 days.
- 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.
- A copy of the lease must be provided to the Association prior to occupancy by the tenant.
- 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.
- Every lease shall be subordinated to any lien filed by the Association whether before or after such lease was entered into.
- Owner must provide the lessee copies of the Declaration, by-laws, and the Rules and Regulations.
- The Board may adopt reasonable rules regulating leasing and subleasing. Currently, the Board does not allow weekly or nightly rentals to homes in the Enclave.

7.2 Service Providers

- Vendors, contractors, and other service providers are permitted entry where only for the purpose of authorized work at a designated project or deliver to a residence address.
- Service providers are not permitted to solicit work or distribute flyers or other advertising material.
- 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 always be covered when work is not being performed and must be stored on the homeowner's property. Any damage to common areas shall be reported to the Association management immediately. Residents who allow contractors into the Enclave are responsible for any damage the contractor does to common areas.
- Service providers are allowed to park vehicles on the streets in front of homes but shall not be parked overnight. They shall place orange cones around large vehicles if possible.

7.3 Service Provider Advertising

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

7.4 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 Enclave HOA entrances.

7.5 Security Alarm

- Residents who contract for security/alarm systems may post one single sided small sign from that company:
 - Near or on the front door, or in a window;
 - professionally prepared from the company; not to exceed two feet high above grade in the front yard and located within the setback criteria; not exceed 72 square inches if placed in the ground; not to exceed 16 square inches if placed in a window.

7.6 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 or fenced in area, or screened from view, and kept in a clean and sanitary condition.
- Trash containers must be removed within 24 hours.

8 Violations & Fine Policy

8.1 Fining Procedure

Prior to imposition of any fine, the Board shall not impose a fine unless and until the following procedure is followed:

- Property Manager shall serve the alleged violator on behalf of the Board of Directors with written notice specifying:
 - (i) the alleged violation;
 - (ii) the action required to abate the violation; and

- (iii) a time period, not less than ten (10 days), during which the violation may be abated without further sanction, if such a violation is a continuing one, or a statement that any further violation of the same rule may result in the imposition of a fine, if the violation is not continuing. The Board or its designee may demand immediate abatement in such circumstances which, in the Board's determination, pose a danger to safety or property.
- Within (12) months of such demand, if the violation continues past the period allowed in the demand for abatement without penalty, or if the same rule is subsequently violated, the Board may, upon notice stating the nature of the violation, impose a fine.
- The Monetary Fine Schedule can be found in **Exhibit A**.

The Board understands that if a resolution involves a General Contractor, such as painting, exterior repairs, the Board requests an estimated time for repair within 30 days.

In the event violations are not resolved, or a resolution is not communicated within a timely manner, the Board may double fines on a monthly basis up to \$300 per month for each infraction.

8.2 Board of Directors Hearing

- If a hearing is requested within fourteen (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.

9 Wildlife, fishing and hunting

- Ponds, streams, and other bodies of water within The Enclave 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 pond system. Residents are prohibited from capturing, hunting, 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 ponds located within the community. Feeding, caring, taunting, or playing with any alligators at The Enclave 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.

9.1 Fishing

- Fishing is permitted on a "catch and release" basis only. The Enclave HOA is a private community and therefore fishing licenses are not required and it is not necessary to comply

with state, local, or federal fishing regulations. Residents shall be aware that alligators are often attracted to fish as they are being caught.

9.2 Hunting

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

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WHEREFORE, the foregoing Rules and Regulations were enacted and are hereby adopted by the Board of Directors for The Enclave at Longpoint Community Association, Inc., pursuant to the Declaration of Protective Covenants for The Enclave at Longpoint recorded in the Office of the Register of Deeds for Charleston County on June 2, 1995, in BookA256 at Page 551, as amended.

Specifically, these Rules and Regulations are enacted pursuant to Article III C Section 18 (f) of the Bylaws of The Enclave at Longpoint Community Association, "Exhibit "D" to the Protective Covenants for The Enclave at Longpoint recorded in the Office of the Register of Deeds for Charleston County on June 2, 1995, in BookA256 at Page 551, as amended

IN WITNESS WHEREOF, the undersigned President of the Board of Directors of The Enclave at Longpoint Association, Inc., has executed these Rules and Regulations this _____ Day of _____.

The Enclave at Longpoint Association, Inc.

By: _____
Its: President

Witness

Witness

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

ACKNOWLEDGEMENT

Personally appeared before me The Enclave at Longpoint Association, Inc., by and through _____ its President, who acknowledged the foregoing instrument this _____ Day of _____, _____

Notary Public for South Carolina
My Commission Expires _____

Exhibit A: Monetary Fine Schedule

Per the Protective Covenants, Article XII, Section 1, the following schedules are subject to change at the sole discretion of the Board.

\$25 for the following:

- Unkempt yard maintenance, including properly edging
- Unleashed pets off owner's property
- Creating a nuisance, such as a loud party, loud radio/TV, etc.
- Unapproved signs

\$50 for the following:

- Failure to pick up animal waste and/or improper waste disposal
- Littering
- Other violations of Rules and Regulations, Covenants, Conditions and Restrictions

\$75 for the following:

- Failure to maintain personal property
- Feeding wild animals excluding bird feeders

\$100 for the following:

- Harassment (physical or verbal) directed toward any resident, guest, employee, director, officer or committee person
- 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 (ARC), the fine will be doubled.

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

- Depositing any substance into storm drains or ponds
- Chemically treating or physically removing aquatic plantings from ponds
- 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

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.

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Exhibit B: Pool Rules

- There are NO LIFEGUARDS on duty, and Residents and Guests swim at their own risk
- All children under 12 must be accompanied by an adult
- Please shower before using pool
- All swimmers must have proper swim attire
- No running, pushing, dunking, or rough play in pool area, showers, or restrooms
- No diving
- No food in the pool
- No animals in the pool
- No gum in the pool facility
- No glass
- Do not stand, play, or jump off ladders or railings
- Toddlers must wear swim-proof diapers
- Swimmers must be free of colds and other contagious diseases
- No spitting or blowing nose in the pool
- Clean and remove all trash

The following items will result in a fine:

- Damage to property or furniture
- Formal complaints for foul language
- Smoking, vaping or tobacco use in the pool facility
- Abuse of restroom facilities

Exhibit C: Multi-Purpose Sports Courts Rules

- Use Courts at own risk
- Courts are first come basis for Residents and their Guests only
- Courts must be accessed via the access control system (No climbing over or under the fence)
- Be courteous of others while on the courts
- If others are waiting to play, please limit court time to 1 hour for singles and 1.5 hours for doubles
- Basketball users should alternate teams or rotate individuals to provide equal playing time when individuals or groups are waiting
- No food
- No pets
- No skateboarding
- No bikes
- No hanging on the basketball rim
- Do not abuse net or other equipment
- Proper clothing and footwear is recommended
- Children under 10 must be accompanied by an adult
- Leave courts clean when you depart

Exhibit D: Enclave Association Mailbox Guidelines

D.1 Mailbox Guidelines

Mailbox structures shall be in accordance with U. S. Postal Service requirements and Mount Pleasant Town Code and shall be uniform throughout the Enclave at Longpoint Community.

The structure shall consist of the following:

- 6 x 6 Post - The mailbox structure shall be installed at the curb in alignment with others on the street.
- Solid 6" Chute - Solid piece, with diagonal cut.
- Paint
 - Post and Chute shall be painted in Sherman Williams Bright White
 - Routed lines on post – Charleston Green
- Mailbox Numbers
 - 4" Black Everbilt 4" Mailbox Numbers from Home Depot
 - Numbers on both sides of mailbox, Centered in the middle of the chutes
 - For cul-de-sacs, numbers will be centered on the front of posts
- Standard Mailbox
 - Gibraltar Mailboxes Elite Large 8.7-in W x 10.9-in H



Mailbox supports and all other parts of the receptacles for the receipt of mail shall be complete and maintained in good condition in accordance with the Covenants, Conditions, and Restrictions of the Enclave at Longpoint. Parts shall be repaired and replaced as needed and in a timely manner.

For existing mailboxes, chutes and posts that can be repaired for minimal costs, the HOA considers the design acceptable. In those cases, the existing newspaper chute will remain until a replacement is required in the future at the homeowner's expense.

Except for mailboxes, no other type of receptacles for receipt or storage of newspapers or other delivered material shall be erected or kept on lot between the street and the applicable building setback line for that lot.

A simple way to avoid damaging your mail post is to plant or create a bed around your mailbox. There shall

be no temporary fencing around the mailbox.

Alternatively, homeowners may purchase a white fence guard which can be found at Lowes

- Post Shields 5.5-in White PVC Universal Bracket For Multiple Fence Types
- <https://www.lowes.com/pd/Post-Shields-Post-Shields-5-5-In-x-5-5-In-x-6-In-H-Post-Protector-in-White/1001065852>



D.2 Temporary Repairs

Temporary repairs that are required to enable continued use of a damaged or worn mailbox assembly must be promptly corrected by restoring the mailbox assembly to its original configuration. Examples of temporary repairs include visible brackets, fasteners and fixtures added to the mailbox.

D.3 To Order a Replacement Parts:

The following replacement parts can be ordered from Mahoney Signs and Home Depot. If any of the part numbers or components parts become obsolete, the ARC will determine suitable replacement parts to ensure community specifications are met.

Post and Chute:

Mahoney's Signs
1226 Pherigo Street
Mount Pleasant, SC 29464
843-884-9053

Mailbox:

Gibraltar Mailboxes Elite Large 8.7-in W x 10.9-in H Metal Black Post Mount Mailbox

Model: E1600B00

<https://www.homedepot.com/p/Gibraltar-Mailboxes-Elite-Large-Black-Galvanized-Steel-Post-Mount-Mailbox-E1600B00/100211572>

Mailbox Numbers:

4" Black Everbilt Mailbox Numbers

<https://www.homedepot.com/p/Everbilt-4-in-Flush-Mount-Black-Metal-Number-2-30026/303974674>

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Exhibit E: Enclave Community Association Guidelines

Per the protective Covenants, Article VI, Section 10, Architectural Standards. The Board approves these Architectural Standard Guidelines and the approval process to make changes. Please review the published guidelines for improvements and modifications to property. Please note the required approval for modifications to any of the guidelines noted below.

- Complete Architectural Review Form and submit to Property Management Company
- The Architectural Review Committee (ARC) will review the submission within 14 Days.
- If a homeowner is not approved, they may request an in-person meeting with the ARC

E.1 GUIDELINE NO. 1 - Patios and Walkways

1. A Form must be submitted for patio covers, trellises, permanent seating, railing and other items not enumerated above. Please include location of Patio or Walkway and list of materials.
2. Submission of a form for a patio is not required if:
 - The patio does not extend beyond the sidelines of the house and does not extend to within 10 feet of side property lines; and
 - The patio does not exceed 6 inches above ground level at any point.
3. Submission of a Form for a walkway is not required if the walkway is in the rear yard and:
 - The walkway does not extend beyond the sidelines of the house and does not extend to within 10 feet of side property lines; and
 - The walkway does not exceed 4 inches above ground level at any point.

E.2 GUIDELINE NO. 2 - Exterior Decorative Objects, Front Porch Flowerpots, Lighting, Etc.

1. A Form must be submitted for all exterior decorative objects, both natural and man-made. Please include a description of the object, and allocation and picture or sketch of the object.
2. Exterior decorative objects include items such as bird baths, wagon wheels, sculptures, fountains, pools, antennas, flowerpots, free-standing poles of all types, flag poles, and items attached to approved structures.
3. Except as provided below, a Form must be submitted for all exterior lights or lighting fixtures not included as a part of the original structures. A Form is not required if lights meet the following criteria:
 - lighting does not exceed 12" in height;
 - the number of lights does not exceed 10; and
 - all lights must not exceed 100 watts, are white or clear, non-glare type and located to cause minimal visual impact on adjacent properties and streets.
4. A form is not required to be submitted for a single flagpole staff attached to the front portion of a

house.

5. Front doors and entry area decorations must be tasteful and in keeping with the style and colors of the house. Plants and flowers in pots must always be neat and healthy.
6. Objects will be evaluated on criteria such as siting, proportion, color and appropriateness to surrounding environment.

E.3 GUIDELINE NO. 3 - Garden Plots

1. A Form must be submitted for garden plots unless all of the following conditions are met:
 - The plot is located behind rear line of house;
 - The size of the plot is limited to 150 square feet or 1/4 of the rear lot, whichever is smaller; and
 - The maximum height of plants is less than 4 feet.
2. All garden plots must be located behind the rear line of the house with the exception of cluster houses, houses set on lots at angles and houses on corner lots. These will be considered on an individual basis when a Form is submitted. Please include the location and the size of the garden.

E.4 GUIDELINE NO. 4 - Play Equipment, Playhouses and Tree Houses

1. Except for lots adjacent to a lake, the Form is not required to be submitted for play equipment if the play equipment is located: (i) within the extended sidelines of house (ii) in the rear yard; (iii) within the screened fenced area of the rear of the house, if yard is fenced; and (iv) such that it will have a minimum visual impact on adjacent properties.
2. Metal play equipment, exclusive of wearing surfaces (slide poles, climbing rungs, swing seats, etc.) will generally be required to be painted to blend into the surrounding environment (earth tone colors comparable to dark green or brown).
3. A baseball backstop or similar item is not play equipment and must comply with the fence guidelines.
4. Playhouses – Must have minimum visual impact on adjacent properties.
5. A Form must be submitted for all playhouses and tree houses.
6. Playhouses and tree houses must be located where they will have a minimum visual impact on adjacent properties. In most cases, material used must match existing materials of the home and the tree house/playhouse may not be larger than 100 square feet.

E.5 GUIDELINE NO. 5 - Basketball Goals

1. Basketball goals must be maintained in proper order with maintained backboards, nets, paint, etc.
 1. A form is not required for portable basketball goals.
 2. A form is required if you considering adding a post mounted in concrete.

3. Basketball goals may not be mounted to homes.

E.6 GUIDELINE NO. 6 - Private Pools

1. A Form is not required to be submitted for children's portable wading pools (those that can be emptied at night) that do not exceed 18 inches in depth and whose surface area does not exceed 36 square feet.
2. Above-ground pools are prohibited.
3. A Form must be submitted for all in-ground pools. Form must include a picture/ concept of the pool type, Town of Mount Pleasant Pool Permit, dimensions, color, site plan denoting location, lighting source and a landscaping plan.
 - Appearance, height, and detailing of all retaining walls must be consistent with the architectural character of the house. Some terracing may be acceptable.
 - Preferred privacy fencing for lots with pools or spas shall be consistent with the attached privacy fence exhibit.
 - Maximum pool area - 1,000 Sq. Ft.
 - Glaring light sources which can be seen from neighboring lots may not be used.
 - Landscaping enhancement of the pool area and screening with landscaping is required.
4. A Form must be submitted for exterior hot tubs and must be screened from adjacent properties and streets.

E.7 GUIDELINE NO. 7 - Fencing and Screening of HVAC units

1. Fencing is not generally encouraged. A Form must be submitted for all fencing with a picture or drawing of the fence type.
2. Chain link and wood fences are prohibited.
 - (i) Some homes may have wood fences that could not be approved per the current standard. Those fences must be updated per this new standard when they reach the end of their service life.
3. All Forms must include the following information:
 - (i) Picture or drawing of fence type. Fence must be aluminum or wrought iron.
 - (ii) Dimensions – The maximum height may not exceed 4 feet unless a pool is constructed that requires additional height to satisfy permitting requirements. The maximum span between fence posts shall be 10 feet.
 - (iii) Existing Fence Color – The fence must be black, or painted to match home color.
4. Site Plan – A site Plan denoting the location of the fence must accompany the form. Fences shall not be located closer to any street than the rear edge of the home.

- (i) Fencing shall not extend past the lines of the home or existing hardscaping (i.e., existing concrete or paved driveways or walkways) as viewed from the street.
 - (ii) Fencing shall not extend past the lines of existing screened HVAC equipment stands located on the side of the home as viewed from the street.
 - (iii) Fencing that does extend past the lines of the home within the existing hardscape will be landscaped / have bushes or shrubs that block (soften) the view of the fencing from the street.
 - (iv) Fencing shall be located within the building setback lines or other easements as established by the Town of Mount Pleasant.
5. For homes bordering neighborhood ponds, fences may be visible from the rear views of multiple nearby homes. Nearby neighbors already have line of sight view of back yard porch skirt enclosures, approved play sets, AC enclosures, and other items that detract from their view. Homeowners are advised that the ARC and Board will assess additional considerations for these locations that include the conformity with the general design of other fences and/or existing fence lines relative to fences that already exist. Affected homeowners should factor these considerations into their plans.

E.8 GUIDELINE NO. 8 - Exterior Landscaping and Maintenance

1. A Form is required for a significant Landscape modification including the removal of existing flower beds.
2. A Form is not required to be submitted for ornamental trees and shrubbery. However, a Form must be submitted for screen planting (row or cluster style) and property line plantings.
3. Forms must include a description of the types and sizes of trees or shrubs to be planted and a site plan showing the relationship of plantings to the house and adjacent dwellings.
4. Landscaping shall relate to the existing terrain and natural features of the lot, utilizing plant materials native to the Southeastern United States. The amount and character of the landscaping must conform to the precedent set in the surrounding community.

E.9 GUIDELINE NO. 9 - Decks

1. A Form must be submitted for all decks.
2. The Form must include:
 - a site plan denoting location, dimensions, materials and color;
 - in most cases, the deck may not extend past the sides of the home;
 - materials must be cedar, cypress, or No. 2 grade or better pressure treated pine, materials such as Trex; and
 - color must be natural or painted to match exterior color of home.
3. Vertical supports for wood decks must be a minimum 6 x 6-inch wood posts or painted metal poles, preferably boxed in as to appear to be 6 x 6 inch wood posts.

4. The following, without limitation, will be reviewed: location, size, conformity with design of the house, relationship to neighboring dwellings, and proposed use.
5. Owners are advised that a building permit may be required for a deck.

E.10 GUIDELINE NO. 10 - Exterior Building Alterations

1. A Form must be submitted for all exterior building alterations. Building alterations include, but are not limited to, storm doors and windows, construction of driveways, garages, carports, porches and room additions to the home. Repainting requires prior written approval only if the color is changed.
2. The original architectural character or theme of any home must be consistent for all components of the home. Once the character is established, whether it is traditional, contemporary, etc., no change may alter that character.
3. A paint color change requires the following information:
 - Paint sample or picture of paint color.
 - Area of home to be repainted.
 - Photograph of your home and homes on either side (in most cases, adjacent homes cannot be painted the same colors).
4. Storm windows and doors must be made of anodized bronze or anodized aluminum with baked enamel finish compatible with the primary and trim colors. The Form must contain the following information:
 - Picture or drawing of all windows/doors on which storm windows/doors will be installed;
 - Picture depicting style of storm window/door to be installed; and
 - Color.
5. If governmental authorities make any changes to the plans as approved by the Architecture Review Committee, the owner must submit such changes for approval prior to commencing construction.
6. A Form must be submitted for all tennis courts. Lighted courts (other than the community courts) are prohibited.
7. Detached buildings will be considered only for lots of 1 acre or more. If the lot contains less than 1 acre, only attached storage will be considered.
 - Detached buildings must be located within the extended sidelines of the home.
 - Detached buildings shall be limited to 500 square feet.
 - Detached buildings may not be used for workshops, garages, or any other purpose that may be deemed by the Covenants Committee to cause disorderly, unsightly, or unkempt conditions.
 - Detached building exterior materials must match the exterior materials used on the home.

8. Owners are advised that a building permit will be required for certain exterior building alterations.
9. A Form must be submitted for all dog houses. All dog houses must be located where they will have minimum visual impact on adjacent properties.

E.11 GUIDELINE NO. 11 - Docks:

1. No docks will be permitted.

E.12 GUIDELINE NO. 12 - Driveways

1. A Form is required to expand or extend the driveway. Please include an estimated extension and draft drawing of proposed driveway.

E.13 GUIDELINE NO. 13 - Building Additions

1. A Form is required for any building additions.
 - Please include the location and size of the lot.
 - Size, Color, and detailed architectural drawing of the addition.
 - Materials used must match existing materials of the home.
 - Building Permit as required.

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Exhibit F: Architecture Review Modification Form

Name:	Phone:
Street Address:	Email:

Please provide the Architectural Review Committee with the information necessary to evaluate the request thoroughly and quickly. Requests must include, without limitation, the following information: site plan (including all dimensions), color chips (if applicable), detailed description of request, pictures (if applicable), and any other information as specifically required below or as required by the Design Guidelines approved for the community.

Under each of the most common headings below, all the items listed- must be submitted. Please refer to the **ARC Guidelines** for other necessary information required for modifications:

- Patio or Walkway
- Garden Plot
- Private Pool
- Exterior Building Alterations
- Building Additions
- Exterior Decorative Objects, Front Porch Flowerpots
- Playhouses
- Landscaping Plan
- Paint (Submit only if other than original paint color)
- Other Request
- Lighting
- Fencing
- Deck/Porch
- Storm Windows/Doors

Description of Modification Requested (or attach project description):

Estimated Start Date: _____ Estimated Completion: _____

Acknowledgment of Adjacent Homeowners (all homeowners sharing common boundary line): This acknowledgement will be considered by the Architectural Review Committee but will not be binding. No application will be considered until the neighboring homeowners are contacted (Electronic or signature).

Neighbor Address	Last Name	Signature	Approve

Note: I understand and agree that no work on this request shall commence until written approval of the Architecture Review Committee has been received by me. I represent and warrant that the requested changes strictly conform to the community Design Guidelines and that these changes shall be made in strict conformance with the Design Guidelines. I understand that I am responsible for complying with all city and county regulations.

I understand the Board of Directors, the ARC nor their respective members, successors, assigns, agents, representatives or employees shall be liable for damages or otherwise to anyone requesting approval of an architectural alteration by reason of mistake in judgment, negligence or non-feasance, arising out of any action with respect to any submission. The Architectural Review is directed toward review and approval of site planning, appearance, and aesthetics. None of the foregoing assume any responsibility regarding design or construction, including, without limitation, the structural integrity, mechanical or electrical design, methods of construction, or technical suitability of materials. I hereby release and covenant not to sue all the foregoing from/for any claims or damages regarding this request or the approval or denial thereof.

Owner's Signature _____

Date _____