

PLEASANT POINT PLANTATION PROPERTY OWNERS ASSOCIATION

Rules and Procedures



Revision March 10, 2020

Table of Contents

I.	Pleasant Point Plantation Property Owners Association Rules and Procedures Overview.....	2
II.	Rights and Restrictions.....	2
A.	ARTICLE XII	2
B.	ARTICLE XIII.	2
III.	Board and Committee Operating Procedures	3
A.	Committee List.....	3
1.	Architectural Review Committee (ARC).....	3
B.	Committee Operating Structure	4
C.	Committee Value	4
IV.	PPPOA Owner General Rules and Regulations	5
V.	Facilities.....	6
A.	Overview	6
B.	Clubhouse Usage.....	6
1.	General Clubhouse Rules	7
2.	Rental of the Clubhouse for Private Events	7
3.	Renter Rules and Regulations	8
4.	Renter’s Responsibilities	10
5.	PPPOA/ Renter Agreement.....	10
C.	Pool Rules and Restrictions.....	11
1.	General Rules	11
2.	Hygiene	12
3.	Safety	12
4.	Guest Policies.....	12
5.	Bathhouse	13
6.	Special Functions.....	13
7.	Liability	13
D.	Fitness Center Rules and Restrictions.....	14
E.	Golf Course Rules and Restrictions	14
APPENDIX		15
Exhibit A	Clubhouse Rental Agreement	15
Exhibit B	Club House Musician Agreement.....	15
Exhibit C	Pool Use Rules, Policy and Liability Agreement.....	15
Exhibit D	Fitness Center Release of Liability and Medical Release Form.....	15

I. Pleasant Point Plantation Property Owners Association Rules and Procedures Overview

This document provides all members of Pleasant Point Plantation Owners Association the general rules for the Community. The rules outlined in this document are not intended to replace or alter the Pleasant Point Plantation Owners Association By-laws, ARC guidelines or Covenants. The guidelines, standards, and rules outlined in the By-laws, ARC Guidelines and/or Covenants will ultimately be used to settle any conflicts between this manual and the other documents.

The Board of Directors reserves the right to modify/change the rules and procedures outlined in this document as deemed necessary.

The Pleasant Point Plantation Property Owner's Association (PPPOA) owns facilities that are meant for the enjoyment of all members of the Association (property owners and their families) who are in **Good Standing** (See Rights and Restrictions Article XIII.)

II. Rights and Restrictions

ARTICLE XII and ARTICLE XIII of the By-Laws of the Association spell out owner's rights and restrictions. These rules are established to ensure that Association members who honor their obligations to the Community are not taken advantage of by those who do not live up to obligations and responsibilities

A. ARTICLE XII. Rights Granted Under the Restrictive Covenants

All rights, privileges, and immunities granted or provided under the Restrictive Covenants and the Supplementary Covenants permitted to it under the Corporate Charter have been and are granted to The Pleasant Point Plantation Property Owner's Association, Inc. and shall be empowered to act accordingly.

B. ARTICLE XIII. Enforcement of Restrictive Covenants

The Pleasant Point Plantation Property Owner's Association, Inc. by itself may act to enforce the Restrictive Covenants and enjoin violation or breaches thereof by anyone.

Therefore:

Any Association member(s) is considered not in **Good Standing** with the Association if he/she is in violation of the Declaration of Covenants, for Pleasant Point Plantation, the Rules of Conduct established from time to time by the Board of Directors, and/or the Bylaws of the Pleasant Point Association or is in arrears with annual assessments, penalties and/or interest, or assessed fines for violations. All rights and privileges of Association membership are suspended while the member(s) is (are) in violation.

This means:

The member(s) not in **Good Standing** (including members of their families and/or guests) may not use any of the facilities of the Association including the golf course, the clubhouse, the swimming pool, the tennis/pickleball court or any other common grounds of the Association, including lakes and ponds. All assessments, fines, and penalties must be satisfied before restoration of Association member's rights and privileges. Members in violation will receive a letter from the association regarding suspension of privileges. Upon satisfaction that the violation has been properly ameliorated the member(s) will receive a letter notifying of restoration of rights and privileges.

III. Board and Committee Operating Procedures

Pleasant Point Plantation is a community governed by protective covenants, restrictions, and affirmative obligations that are recorded with Beaufort County. The Pleasant Point Plantation Property Owner's Association (PPPOA) is further governed by By-laws also recorded with Beaufort County.

To manage the affairs of Pleasant Point Plantation and to administer covenant and By-law requirements a seven- person Board of Directors (BOD) is elected annually to two-year terms. (the terms are staggered so that no more than four new board members are elected in a single year.) Board members are able to serve two, two-year terms before they are required to rotate off the Board for a minimum of one year. The elected Board of Directors is the only governing body of Pleasant Point Plantation.

There are several committees under the BOD composed of PPPOA members who are in **Good Standing** with the community rules and responsibilities.

A. Committee List

1. Architectural Review Committee (ARC)

The Architectural Review Committee is the only committee that is required by the Pleasant Point Plantation By-laws. The ARC administers architectural requirements as stated in the covenants and in the ARC guidelines. ARC also has power to fine property owners who are in violation of architectural covenants and ARC guideline requirements. ARC imposed fines and sanctions may be appealed to the BOD.

2. Grounds Committee (Grounds)

The Grounds Committee is responsible for landscaping maintenance of common areas and roads, causeway maintenance, and for maintaining drainage ditches. Grounds also have delegated authority from Beaufort County to administer the regulations that govern tree removal in Pleasant Point Plantation, including the power to issue permits and to fine for tree infractions. Grounds imposed fines and sanctions may be appealed to the Board of Directors.

3. Nominating Committee

The Nominating Committee is charged with the responsibility of seeking out qualified candidates for vacant BOD positions and recommending a slate of candidates to the BOD. The committee provides an officially sanctioned ballot that is sent out to the community for vote in December of each year. Members of the community who are in **Good Standing** and who desire to run for election but who have not been selected in the BOD approved slate of candidates may also choose to run for election.

4. Clubhouse Committee

The Clubhouse Committee is responsible for the rental and maintenance of Pleasant Point Plantation's most valuable asset (the clubhouse located on Barnwell Dr).

5. Social Committee

The Social Committee plans and carries out community social events and activities. The committee administers events, collects fees when required, and provides an accounting to the BOD of expenditures and proceeds from all of its scheduled activities.

6. Communications/Website Committee

The communications committee plans and executes the Pleasant Point Plantation communications systems including; 1). The website, 2). The Point newsletter, and, 3). Email broadcast system. In addition, the Communications Committee uses other means such as the

gazebo signs and signboards to inform residents of important community activities. The committee also forwards feedback that is received about property owner concerns to the BOD.

7. Welcome Committee

The Welcome Committee welcomes new residents to the Pleasant Point Plantation community and provides information to assist those property owners and renters with rules and privileges of residence in Pleasant Point Plantation.

8. Pool/Tennis/Pickleball Courts Committee

The Pool/Tennis/Pickleball Courts Committee is responsible maintenance of the pool and tennis/pickleball courts and for enforcing the rules set for the use of those areas.

B. Committee Operating Structure

All PPPOA committees consist of community volunteers who operate as adjuncts to the BOD. Committees elect a chairperson and determine the necessity for and frequency of meetings. Each committee has an assigned BOD liaison who attends committee meetings as necessary and acts as the conduit to bring committee concerns before the BOD and to bring BOD concerns and instructions to the committees.

It is important to note that the committees and their members do not operate independently of the elected BOD. With the exception of clearly delegated responsibilities and authorities, committees and committee members must not attempt to operate independently of the BOD. Committee members may not take independent governing actions.

Committee ability to sanction and/or fine property owners is restricted and limited to that authority which is clearly delegated by the BOD. Committees and their members must not attempt to take governing actions that are reserved to the elected BOD.

Committee members are not authorized to issue correspondence either by mail, email or other means to or with individual PP property owners. All formal communication must go through Bundy Appraisal and Management and requires BOD approval.

All BOD communications with the committees will be at bi-monthly BOD meetings, through BOD Committee liaisons, or through ad hoc arrangements as deemed necessary by the BOD. Committee members will not attend BOD executive secessions unless there is a particular issue concerning the committee that requires participation. The communications issue is particularly important as the BOD must make decisions that require governing authority and that could result in legal actions. Further, executive sessions of the BOD that exclude broader participation are sometimes required to effect complicated negotiations and to ensure that the privacy of the property owners is respected.

C. Committee Value

The Pleasant Point Plantation Board of Directors realizes that all committee members are volunteers who bring much value to the community. Without committee volunteers the management of Pleasant Point would be an impossible undertaking. With the addition of the golf course property and the clubhouse, tennis and pool facilities volunteers are needed more than ever before.

The Pleasant Point Plantation Board of Directors thanks each and every committee volunteer for the hard work and the many hours that are spent on community activities. Pleasant Point Plantation could not operate without the help of the volunteers.

IV. PPPOA Owner General Rules and Regulations

1. No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood. Any use of motorcycles, hot rods or similar motor vehicles that causes excessive noise is not permitted within the confines of the community. No firearms shall be discharged except in specifically designated areas. Any plant or animal, device or object whose normal activities or existence is noxious, dangerous, unsightly, unpleasant or may diminish or destroy the peaceful enjoyment of other property owners in the neighborhood is strictly prohibited.
2. No commercial signs, including "for rent," "for sale," and other similar signs, shall be erected or maintained on any lot except with the written permission of the Association or except as may be required by legal proceedings, it being understood that the Association will not grant permission for signs unless their erection is reasonably necessary to avert a serious hardship to the property owner. If such permission is granted, the Association reserves the right to restrict the size, color and content of such signs. Property identification and like signs exceeding a combined total of more than two (2) square feet may not be erected without the written consent of the Association.
3. Each lot owner shall provide receptacles for garbage and refuse in a screened area not visible from the front of the Lot. Roll-out carts for curbside service are acceptable.
4. No temporary structure shall be placed upon any lot at any time. This prohibition shall not apply to shelters used by the contractor during the construction of the main dwelling house, it being clearly understood that these temporary structures may not, at any time, be used as residence or permitted to remain on the lot after completion of construction.
5. No mobile homes, recreational vehicle (either self-contained motor homes or trailer type), tent, barn, or other similar outbuilding or structure shall be placed on any lot at any time, either temporarily or permanently. Small utility and cargo trailers not to exceed 14 feet and boat trailers are exempt but must be stored neatly, behind the front elevation facade of the primary residential home on the lot. Where such storage is not feasible or practical, property owners must petition the Covenants Enforcement Committee (CEC) to request approval of an alternative boat/trailer storage location on the property. The CEC decision may be appealed to the Board of Directors. Board decisions regarding storage locations will be final. Commercial signage, including logos and/or advertising on utility and/or cargo trailers is strictly prohibited. The front facade of the primary residential home on the lot is defined as the facade of the home that fronts on the primary road in Pleasant Point Plantation that serves as the access for ingress and egress to said home. Recreational vehicles belonging to Pleasant Point Plantation property owner's guests may be parked on the owner's lot for a period of time not to exceed seventy-two (72) hours.
6. External fuel tanks and similar storage receptacles may not be located in the front yard of a lot and must be screened from view or buried underground. Their location must meet tank and fuel supplier requirements.
7. No tree measuring eight (8) inches or more in diameter at breast height (dbh) may be removed without written approval from the Association unless within ten (10) feet of the main dwelling or within ten (10) feet of the approved site for such dwelling.
8. All property owners are responsible for their tenants or any guest they invite into the neighborhood. Any act which causes damage to any asset of The Association including the lakes, ponds, pool, clubhouse, tennis courts, golf course property and existing roads or to other infrastructures must be repaired at the expense of the property owner or the party causing such damage. The property owner

may also have their privileges suspended so they will not be able to use some of the property listed above.

9. Property owners have the right to use the common property such as the clubhouse, pool, tennis courts and golf course property if it is not leased to another party. These rights are only available to property owners in **Good Standing**.

Questions regarding any of the General Rules and Regulations should be addressed to the BOD

V. Facilities

A. Overview

It is the intention of the BOD that use of Pleasant Point Plantation facilities (i.e. clubhouse, exercise room in the clubhouse, swimming pool, tennis and pickleball court) be open and available for the use and enjoyment of members (Including families and guests) during daylight hours or hours posted for the specific facility.

Current hours of operation (subject to change at the discretion of the BOD):

Clubhouse: 6 a.m. – 7 p.m.

Exercise Room: 6 a.m. – 7 p.m.

Pool: 9 a.m. – 10 p.m. (April 1st – October 31st). Pool is closed November - March

Tennis and Pickle Ball Court: Dawn – Dusk

Members of the community will be notified of any event/activity open for general community attendance by way of the Pleasant Point Plantation website, on Nextdoor.com and/or by signs posted on the gazebo at the end of the entrance causeway.

When the clubhouse has been reserved for a private event, owners will be restricted from use of the facility for the duration of the event. Signs will be posted at the clubhouse entrance for all private events.

B. Clubhouse Usage

The clubhouse belongs to every member of the Pleasant Point Plantation community who is in **Good Standing** (See Rights and Restrictions Article XIII.) If you wish to reserve the clubhouse for a meeting or get-together, contact the Chair of the Clubhouse Committee. All scheduled meetings and events are listed on the community calendar found on the Home Page of the PPOA website www.pleasantpointplantation.com

Local civic, community or private organizations may hold their meetings at the PPPOA clubhouse (with Clubhouse Committee approval) as long as at least one member of the organization is an owner/resident of Pleasant Point Plantation and will be attending the meetings on a regular basis.

Individuals and groups consisting of Pleasant Point Plantation residents may hold meetings, gatherings, and group activities at the clubhouse with the approval of the Clubhouse Committee. The meetings may be one-time events or regularly scheduled meetings.

Any group using the clubhouse for **any** purpose must adhere to all rules and regulations set within this document and the guidelines of the PPPOA covenants, by-laws and ARC standards.

1. General Clubhouse Rules

Each owner is provided a personal access code that allows entrance to the clubhouse and the pool. The owner who has reserved the clubhouse for a meeting or event is expected to use the access code to gain entry to the clubhouse before and during the event.

It is the responsibility of every person using the clubhouse to return it to the condition in which it was found. When using the clubhouse, leave it as clean and neat as it was found.

- a. Use of the clubhouse does not include the use of PPPOA or Social Committee equipment, supplies, or cooking and serving utensils. Users are responsible for providing all equipment and supplies required for their meeting.
- b. Replace chairs and tables in their original position.
- c. Make sure lights are off in the entire facility.
- d. Remove any refuse from trash cans when leaving the clubhouse. This includes any trash in the rest rooms. Trash may be placed in the dumpster located in the clubhouse parking lot.
- e. Turn off lights and/or fans when leaving any bathroom.
- f. Shirts and shoes are required at all times.
- g. No wet bathing suits allowed in the clubhouse at any time.
- h. Children under the age of 16 are not allowed in the clubhouse unless accompanied by a parent or supervising adult.
- i. For guidelines governing decorating the clubhouse, see Section D. (Rules and Regulations for Use and Rental of the Clubhouse for Events).

SMOKING:

Smoking is **prohibited** in the Pleasant Point Plantation clubhouse, on the front porch, on the deck and on the Pleasant Point Plantation grounds surrounding the clubhouse.

Smoking is **permitted** in the designated smoking areas on the side porches. Outdoor ashtrays are available in the designated smoking areas for disposal of all smokers' trash.

2. Rental of the Clubhouse for Private Events

Property owners may reserve the clubhouse for a private event only if he/she is in **Good Standing** with the Association. The PPP owner whose name appears on the rental agreement must be present at all times during the function and will be held fully responsible for any damages, caused by those attending the event.

Pleasant Point Plantation clubhouse reservation process for private functions:

- a. A Clubhouse Rental Agreement must be submitted to Bob Bundy, Bundy Appraisal and Management at via email to bob@bundyinc.com (a copy of the Clubhouse Rental Agreement {Exhibit A} can be found in the Appendix at the end of this document or on the PPPOA website www.pleasantpointplantation.com

b. Bundy Appraisal and Management will inform a member of the Clubhouse Committee of the date(s) requested to assure clubhouse availability. The applicant and the Clubhouse Committee will receive notice of the approval or denial of the reservation request.

c. Once the rental request has been approved, the renter must submit all of the required fees. All reservations are considered 'pending' until all paperwork has been received by Bundy Appraisal and Management and all fees and deposits have been paid.

d. A clubhouse representative will contact the renter to review the rental contract and answer any questions the renter may have regarding use of the clubhouse.

e. Reservations may be made up to one year in advance for events. This agreement may not be in whole or part assigned, transferred, or sublet.

Note – Linen rental fee has been removed

Note: \$50 rehearsal and dismantling fees have been changed to ½ day fees. Full day would

Fees for Clubhouse Rental for Private Events

- Rental fee - \$100.00 non-refundable fee
- Security Deposit - \$100.00. (This fee is refundable if there is no damage to the property nor excessive trash left at the property)
- Cleaning Fee - \$75.00
- Kitchen Usage Fee \$50.00 (for use of the gas appliances).
- Rehearsal/Set up/Dismantling fees - \$50.00 each ½ day scheduled before or after event. (½ day is considered 9 am – 3 pm or 4 pm – 9 pm. {additional time will be charged at the ½ day rate}).

Rental fees cover only the use of specified areas which may include any or all of the following:

- Barroom
- Large meeting room
- Bathrooms
- Entrance Hall
- Side and Front porches
- Designated lawn areas

Rental fees do not include the use of PPPOA or Social Committee equipment, supplies or cooking and serving utensils. The renter is responsible for providing all equipment and supplies needed for an event.

Rental fees are subject to change without notice until an agreement is signed with the renter.

3. Renter Rules and Regulations

Renters are expected to abide by all of the rules and regulations outlined in Section V. C. (General Clubhouse Rules). In addition, renters are required to adhere to the rules and regulations outlined below.

Renters agree to compensate the PPPOA for any damages to property. PPPOA may retain all or part of the security deposit to cover the cost of any repairs to damage caused to the property caused by guests and vendors involved in the event. The cost of any repairs over and above the amount of the security deposit shall be billed to the renter. Copies of invoices for repairs and/or replacements deemed necessary by PPPOA shall serve as a basis for assessing compensation for damages.

- a. **Large Events/Rehearsals/Set Up/Dismantling:** Rehearsals may be conducted on the property prior to the date of the event, subject to scheduling and availability. Time and date of rehearsals must be arranged with clubhouse management. Additional time may also be scheduled for setting up and dismantling an event. Additional fees will be assessed based on the time needed for the rehearsal (see Clubhouse Rental Agreement {Appendix-Exhibit A} for fee information).
- b. **Alcoholic Beverages:** The client must abide by all state alcoholic beverage laws and regulations. A Temporary Alcoholic Beverage License may be required for a cash bar and must be obtained from the South Carolina Department of revenue at least two weeks prior to the event. All bars must close one half hour prior to the scheduled end of the event.
- c. **Florists and Decorators:** The client may select any florist or decorator for the event. Live plants may be used in the facility on the day of the event. Surfaces damaged from the use of decorations will be repaired at the client's expense. All flowers and decorations must be removed at the end of the event.
- d. **Candles:** Use of candles or open flames is prohibited inside, including restrooms and kitchen. Battery operated candles and lights are permitted. Votive candles may be used outside only, provided they are contained in appropriate fireproof glass or ceramic containers. Yard torches (e.g. Tiki torches) are permitted in grassy areas.
- e. **Music and Dancing:** A band should be no larger than 4 pieces due to limited electrical outlets and limited space for dancing. Dancing is permitted on the porches of the clubhouse as well as in the clubhouse. No music shall be permitted prior to 10 am or later than 11 pm. Clubhouse management has the right but not the obligation to request volume reduction at any time. Any musician, band DJ, etc. performing at the event must sign a Musician's Agreement (Appendix -Exhibit B). The Musician's Agreement must be returned no later than 10 days prior to the scheduled event. Any violation of the noise ordinances outlined in Section IV. Of this agreement may result in the forfeiture of the renter's deposit.
- f. **Clubhouse and Grounds:**
- Furniture, equipment and all items belonging to PPPOA are for use in the clubhouse and must not be removed from the clubhouse.
 - Bubbles, birdseed and flower petals may only be used outside the clubhouse and must be cleaned from the walkways following the event. None of these items are to be used in the clubhouse or on the porches.
 - No signs shall be posted anywhere within the Plantation unless approved by the PPPOA.
 - No pins, nails, tape; adhesive products, etc. may be used on walls, doors, ceilings, furnishings, etc. in the clubhouse. Command hooks and adhesives are the only acceptable products permitted for use in attaching decorations.
 - Nothing may be hung from the ceiling tiles. However, lightweight decorations may be hung from the ceiling brackets using magnetic hooks available upon request from the clubhouse representative.
 - Artwork, plaques and posters may not be removed from the clubhouse walls. Removal of any item attached to the walls will result in the renter being separately billed for each item moved from its original position.
- g. **Parking:** All vehicles must be parked in the parking lot or in the circle in front of the clubhouse.

- h. **Trash:** All trash must be bagged and removed at the end of the event. **Bagged trash may be placed in the dumpster in the clubhouse parking lot.** Failure to comply with the above could result in forfeiture of the Compliance Deposit in part or in full.
- i. **Cleaning:** The non-refundable cleaning fee will be used by the PPPOA to have the clubhouse professionally detailed and cleaned in the days following a private function.

All left-over food and drink items brought in by the renter or caterers hired by the renter must be removed at the conclusion of the event.

- j. **Rented or independently supplied equipment:** **All rented tables, chairs, lights, fixtures, etc. must be removed immediately following the event unless additional dismantling time has been reserved by the renter. In such cases, all items must be removed within the reserved time. This includes supplies and equipment supplied by the renter, independent vendors, caterers, florists and all others. Failure to remove these items will result in forfeiture of all or part of the deposit fee.**
- k. **PPPOA Furniture and Equipment:** PPPOA furniture (including chairs and tables) must be returned to where they were found prior to the event. Damage to PPPOA's furniture or equipment will be separately billed to the renter.

4. Renter's Responsibilities

Renters are responsible for the behavior and conduct of all guests during a private event booked in the resident's name. The following rules are in effect for the duration of the reservation.

- a. **The renter must be present during the duration of the event and for all set up and dismantling activities.**
- b. The renter must be present or provide an individual to be present at the PPPOA clubhouse for all deliveries, set-up, caterers, florist, musicians, etc. Also, the renter must be present or provide an individual to be present for clean-up and removal of all equipment and supplies.

PPPOA, its' officers or employees will not be responsible for any set-up, deliveries or cleaning.

- c. The renter is responsible for securing all necessary permits and licenses including, but not limited to, those for alcoholic beverages.
- d. The renter is responsible for abiding by **the policies outlined in this document**, the ordinances of the County of Beaufort and the laws of the State of South Carolina and any applicable Federal rules, laws and regulations.
- e. The renter is solely responsible for the behavior and safety of guests in attendance.

5. PPPOA/ Renter Agreement

Every attempt will be made to ensure that the facility is in good working condition. However, the PPPOA facilities are rented as is. PPPOA, its' officers, or employees do not guarantee and bear no responsibility for equipment or fixture failure or for unsuitability of any portion of the facility due to natural or man-made disasters, fires, storms, and similar consequential events.

The renter agrees to indemnify, defend and hold harmless PPPOA, Bundy Appraisal & Management, Inc., their officers, owner or employees against any and all claims and liability for

damage, whether to person or property that arises as a result of negligent acts of the renter and his/her guests. In addition, PPOA, its' officers; or employees are not responsible for security for any private property (including foodstuffs and alcohol) that is brought onto the property. PPPOA, its' officers, and/or employees are not responsible for any lost or damaged items.

C. Pool Rules and Restrictions

1. General Rules

- a. Residents must sign pool rules contract agreement (Appendix-Exhibit C) prior to use of pool facility.
- b. The pool is open from 9:00 a.m. until 10:00 p.m. Gate access is prohibited into the pool area before 9:00 a.m. and after 10:00 p.m. and anyone found in the pool area outside normal operating hours will be considered trespassing and subject to Beaufort County Law Enforcement sanctions.
- c. Use of foot shower is required before entering pool area.
- d. No children under the age of 14 should be in the pool without supervision by a parent or guardian at least 17 years of age.
- e. Proper swimming suits must be worn in the pool and pool area. Thong styles and/or revealing swim wear is not allowed.
- f. No work out or regular street clothes allowed in the pool.
- g. No person under the influence of alcohol or drugs should use the pool.
- h. There should be no running or rough playing in pool or pool area.
- i. Absolutely no diving allowed.
- j. No smoking within the pool enclosure, including e-cigarettes and vaping. Designated smoking areas are available on the side porches of the clubhouse.
- k. No animals or pets allowed in the pool enclosure.
- l. No glass bottles, glasses, wine glasses etc. allowed in the pool, pool area or on the deck.
- m. No bicycles, skateboards, scooters, roller blades or shoes with rollers on the bottom are allowed within the pool enclosure.
- n. Personal items may not be stored at the pool. Personal items found within the pool enclosure will be collected and discarded.
- o. Return deck furniture and umbrellas to their original location before departure. Return umbrellas to their closed position when leaving.
- p. Trash should be disposed of in the receptacles provided, do not leave trash outside the receptacle. If receptacles are full, trash may be placed in the dumpster near the golf cart storage enclosure.

- q. Wipe down tables and clean up any food debris before leaving pool area.
- r. Do not prop the entry gate open. Be sure it latched behind you upon departure.
- s. Do not let the gate slam shut upon entering and leaving pool area (This can result in damage to the locking device).
- t. No hanging, pulling on or sitting on hand rails, ladders, deck rails, or fence.
- u. Only use of proper pool toys are allowed in the pool and pool area. No foreign objects in the pool to include but not limited to **hard footballs**, coins, sticks, rocks, etc.
- v. No gum in pool area.
- w. No playing, digging, or walking in landscaped areas in the pool area or around the exterior pool area.
- x. No inappropriate language, profanity, **inappropriate public displays of affection**, or vulgar/lewd actions in or around the pool area.
- y. Amplified music is not permitted at any time. The use of personal radio or players with headphones and ear buds is approved.

2. Hygiene

- a. There should be no spitting or blowing nose in pool.
- b. Persons with diarrheal illness, nausea, skin, eye, ear, respiratory infection and open lesions or wounds should not enter the pool.
- c. Children in diapers are not permitted in the pool. NOTE: Diapers designated for swim may be used if they are changed regularly at the changing station in the restroom. **Clothes or diaper changing must occur outside of the pool area.**

3. Safety

- a. A first Aid Kit is located on the clubhouse back deck.
- b. An emergency phone is located by the water fountain.
- c. Life-saving equipment is located on the fence enclosure.
- d. **The pool area is monitored via cameras to assure the safety and security of all residents using the pool.**

4. Guest Policies

- a. **Local Guests:** Residents are limited to 2 local guests or up to a family of 5 per visit per household, and **the resident must accompany local guests at all times.**
- b. **Out-of-town Guests:** A resident may give permission for out-of-town guests staying in their home to use the pool without being accompanied.

5. Bathhouse

- a. Please keep the bath house clean by picking up after yourself.
- b. Wipe toilet seat if wet after use.

6. Special Functions

- a. The pool is available to residents for use for birthday parties, small events, etc. Parties must be scheduled by the resident two weeks in advance of the party day to avoid conflicts. The contact is bob@bundyinc.com.
 - Fee: \$50.00 to have a party at the pool
 - Guest limit: 15
 - Time limit: 2 hours scheduled either between 10:00 a.m.-12:00 p.m. or 4:00 p.m.-6:00 p.m.
- b. The pool area is not available for exclusive use or rental. Others will be allowed to use the pool during the time you have scheduled.
- c. The grills located outside the pool area may be used any property owner. Portable grills may be used only in the circular paved area behind the pool.

7. Liability

- a. All persons using the swimming pool, as well as all common property, do so at their own risk (see Appendix-Exhibit C- Pool Use Rules, Policy and Liability Agreement). The association assumes no responsibility for any accident or injury in connection with the use of any common property or for any loss or damage to personal property. All persons using the Association's common property agree to hold the Association harmless for any actions of any kind whatsoever occurring within the Association property limits.
- b. All property owners are responsible for the actions of their children, guests and their renters.
- c. All Property owners who have renters in their property are responsible for supplying the signed pool agreement to their renters.
- d. The pool area and bathhouse are secured by locking devices which requires a code to enter. In order to receive your individual code to enter the pool and bathhouse you must sign the Pool Use Rules, Policy and Liability Agreement (Exhibit C) and return to Bundy Appraisal and Management P.O. Box 1225, Beaufort, SC 29901. Your code will then be emailed to you. If you do not have an email it will be sent via mail.
- e. **Do not disclose your personal access code to anyone other than immediate family members living within your household.** Access codes will be emailed or mailed to you by management. Use of access codes are monitored by the Management Company via a log from the security device.
- f. Violations of Association rules as stated in this agreement may result in suspension of privileges as well as monetary fines. Pleasant Point Plantation Amenities are a privilege and not a right. They can be revoked at any time.

- g. If you witness any violation of the pool rules and regulations, contact the Pool Committee Board liaison immediately. Board members may be contacted via the website www.pleasantpointplantation.com

The Board of Directors reserves the right to modify/change these rules and regulations as deemed necessary.

D. Fitness Center Rules and Restrictions

1. Users of equipment must sign and submit the Liability and Medical Release Form (Appendix-Exhibit D) prior to using the Fitness Center.
2. Users of equipment acknowledge that use is at their own risk.
3. Children under 18 must be accompanied and supervised by a parent.
4. Users must wear appropriate exercise attire at all times.
5. Except for capped water bottles, eating or drinking is prohibited.
6. Equipment must be wiped down after use (Disinfecting wipes will be provided).
7. The Fitness Center lights must be turned off when leaving the facility.
8. Report any equipment malfunctions to the Clubhouse Manager.

E. Golf Course Rules and Restrictions

1. The golf course is for registered golfers only. No other activities are allowed at any time on the golf course fairways, greens, tees, or roughs.
2. All residents regardless of walking or riding a cart must register in the golf shop before play.
3. Fishing, wading, swimming or the like is expressly forbidden in the ponds and lakes located on the golf course or surrounding Pleasant Point Plantation.
4. **Strolling, walking pets, jogging, bike riding, skateboarding, and all other non-golfing activities are prohibited on the golf course.**
5. The golf cart policy for Pleasant Point Plantation resident applies to playing golf at TGC. TGC maintains a fleet of late model golf carts for usage on the golf course. TGC management may approve usage of personal golf carts that meet certain standards for use by local residents. A rental charge is assessed for usages of TGC carts and a “trail fee” is charged for usage of approved personal carts.

APPENDIX

- Exhibit A Clubhouse Rental Agreement
- Exhibit B Club House Musician Agreement
- Exhibit C Pool Use Rules, Policy and Liability Agreement
- Exhibit D Fitness Center Release of Liability and Medical Release Form

Exhibit "A"



Pleasant Point Plantation Clubhouse Rental Agreement

Reservations Contact: Bob Bundy, Bundy Appraisal and Management
843-524-2207, Ext 224 Fax 843-521-0743
bob@bundyinc.com

Renter's Name: _____ Address: _____

Phone #: _____ Email Address: _____

Rented For: _____ (to be used if PPP owner is sponsoring a non-resident renter)

Phone #: _____ Email Address: _____

As a Pleasant Point Plantation resident, are you in **Good Standing** with the association? _____

Date of Event: _____ Time of Event: From _____ To _____ Type of Event: _____

If Rehearsal/Set Up/Dismantling Time is Needed: Date: _____ From _____ To _____

Approximate # of Guests: _____ Will the kitchen be used at any time? _____ If Yes, please explain below:

Clubhouse Rental Fees

Description	Fee	Paid	*Refundable?
Clubhouse Rental Deposit	\$100		Yes
Clubhouse Rental Fee	\$100		No
Rehearsal/Set Up/Dismantle Fee	\$50		No
Kitchen Rental Fee	\$50		No
Clubhouse Cleaning Fee	\$75		No

***Deposit Fees are refundable after property is inspected and verification of no damage, trash has been removed, and the attached rules and regulations have been followed.**

- ▶ Area Available for Rent: Clubhouse and porches; the pool area is not included.
- ▶ Rules and Regulations for Clubhouse Rental document is attached; compliance is mandatory or the rental deposit will be forfeited.
- ▶ **Owner Presence During Rental: Owner must be present for the entire duration of scheduled event.**

As the Renter, I agree to abide by all the policies, rules, and regulations for this rental. The RENTER hereby further agrees to indemnify, defend, and hold harmless the PPPOA, Bundy Appraisal & Management, Inc., their officers, owners or employees from any and all claims, liability, damage, losses, litigation, and causes of action arising out of the rental and use of the Pleasant Point Plantation Clubhouse, including ingress and egress thereto, by the RENTER including any and all individuals who are guests or invitees of the RENTER.

Renter's Signature _____ Date _____

Exhibit "B"



Pleasant Point Plantation

Club House Musician Agreement

Pleasant Point Plantation Association must approve DJ/musician before the performer is booked.

Name of Client/Event: _____

Date of Event: _____

Times of event: _____

Times of music: _____

Name of music provider and phone #: _____

Description of music: _____

A small instrumental band or DJ is permitted with low amplified music. Bass levels for all instruments and all amplified music must be kept to a minimum. Clubhouse management may use their discretion to monitor the volume of the music.

Dancing is allowed inside the clubhouse and on the porches.

The musicians must provide all equipment, furniture and power cords necessary. Power supplies other than standard, residential 20-amp single outlets are not available. It is the responsibility of the musician to locate and plan power needs. The power cords must be taped down for safety measures.

I have read and understand this contract and will adhere to its contents.

Musician: Signature: _____ Print Name: _____

Phone #: _____ email: _____

Date: _____

Exhibit "C"



Pleasant Point Plantation

Pool Use Rules, Policy and Liability Agreement

I HAVE READ AND UNDERSTOOD THE RULES FOR USE OF THE SWIMMING POOL. I VOLUNTARILY AGREE TO ITS TERMS.

Print Name(s) of Property Owners

Signatures of Property Owners

Pleasant Point Plantation Address of Property Owner

Mailing Address if Different

Email Address(es) _____

Date_____

Exhibit "D"



Pleasant Point Plantation Property Owners Association

FITNESS CENTER RELEASE OF LIABILITY AND MEDICAL RELEASE FORM

_____ (Print Name). I hereby expressly consent to my use of the fitness center and/or participate in a fitness class. I acknowledge that such participation will necessarily involve participation in exercises /activities that may be physically demanding and will subject the participant to stress, anxiety and possible hazards.

I understand that the activity involves inherent risks of INJURY. I voluntarily agree to expressly assume all such risks which may result from the activity or in any way related to my participation in the activity.

In consideration of the right to participate in the activity, I hereby release from any legal liability Pleasant Point Plantation Property owners Association, and its Directors, Officers, Trustees, employees, staff, agents, instructors, and all individuals assisting with the activity for injury or death caused by or resulting from my participation in the activity or in any way connected with my participation in the activity, whether such injury or death was caused by the alleged negligence of the Pleasant Point Plantation Property owners Association, another participant, or any other person or cause. This agreement is deemed to be continuing in nature and shall apply for each and every day I engage in the activity without requiring me to sign an additional form for each day or activity.

I further agree to defend and indemnify the Pleasant Point Plantation Property Owners Association for any loss and/or damage, including any loss and/or damage that result from claims or lawsuits for personal injury, death, or personal property damage, relating to the activity or use of the Pleasant Point Property Owners Association facilities or equipment.

I represent that I am in satisfactory physical condition to participate in the activity. I authorize any person connected with the activity, including but not limited to representatives of the Pleasant Point Plantation Property Owners Association, to administer appropriate first aid to me, as they deem necessary. I hereby authorize any person connected with the activity herein, including but not limited to representatives of the Pleasant Point Plantation Property Owners Association, in their judgment, to arrange for transportation by Emergency Medical Services (EMS) personnel. I understand that any medical / surgical care and transportation to a medical facility or hospital for treatment necessary for my well-being will be at my expense.

This agreement is governed by the laws of the State of South Carolina, in the event a dispute arises hereunder; exclusive jurisdiction shall be in the Circuit Court of Beaufort County, South Carolina. If any part of the agreement is determined to be unenforceable, all other parts shall be given full force and effect. The undersigned, (individual, parent or guardian) acknowledges that she/he is signing this agreement on behalf of themselves, or a minor under his/her custody and control, and that the individual or said minor shall be bound by the terms of the agreement. This agreement shall be binding on the participant's heirs, successors, assigns, executors /personal representatives/subrogers/subrogees.

I HAVE READ AND UNDERSTOOD THIS RELEASE OF LIABILITY AGREEMENT AND THE RULES FOR THE FITNESS CENTER. I VOLUNTARILY AGREE TO ITS TERMS.

_____ Signature of Participant. DOB _____ Phone # _____ Date Signed _____

_____ Signature of parent/Legal Guardian (If Participant is under 18) Phone # _____