

18  
**Return to:**  
Derek F. Dean, Esquire  
Simons & Dean  
147 Wappoo Creek Drive  
Charleston, SC 29412

FILED/RECORDED  
November 3, 2020  
DORCHESTER COUNTY  
REGISTER OF DEEDS

**THE GARDENS AT THE BRIDGES OF SUMMERVILLE  
HOMEOWNERS ASSOCIATION**

**BOARD RESOLUTION**

**Re-Affirmation and Re-Adoption of  
Regulations**

WHEREAS, the Board of Directors ("Board") of The Gardens at the Bridges of Summerville Homeowners Association ("Association") is responsible for management, operation and control of The Gardens at the Bridges of Summerville and the Association, and is also responsible for exercising for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the membership by other provisions of the Declaration of Covenants, Conditions, Restrictions, Easements, Charges and Liens for The Gardens at the Bridges of Summerville ("Declaration") recorded October 6, 2005, in Book 4965 at Page 263; First Amendment to Declaration of Covenants, Restrictions, Easements, Charges and Liens for The Gardens at the Bridges of Summerville (Garden Home Supplement) recorded October 6, 2005 in Book 4965, at Page 308; Amended and Restated Garden Home Supplement to Declaration of Covenants, Restrictions, Easements, Charges and Liens for The Gardens at the Bridges of Summerville recorded April 20, 2007 in Book 5977, at Page 350; the Second Amendment to Declaration of Covenants, Restrictions, Easements, Charges and Liens for The Gardens at the Bridges of Summerville recorded June 22, 2015 in Book 9787, at Page 157, and the By-Laws of The Gardens at the Bridges of Summerville Homeowners Association, recorded October 20, 2020, in Book 152, at Page 170 in the Dorchester County Register of Deeds (collectively hereinafter, the Declaration and Bylaws may be referred to as "Governing Documents").

WHEREAS, Article I, Section 1 (Z) "Regulations shall mean and refer to the guidelines, rules, policies, regulations, and procedures, ... adopted by the Developer, the Board of Directors, ... for the Community ..."

WHEREAS, Section 21, of the Declaration states that "The use of the Property shall be subject to the Regulations promulgated from time to time by the ... Association ... The ... Association, ... may from time to time adopt, amend, change, modify or eliminate any Regulation ..., in their sole discretion, without notice to the Owners."

WHEREAS, the Board previously made, adopted and promulgated certain regulations, regarding Members/Owners, occupants and tenants, but were not recorded.

WHEREAS, the South Carolina Homeowners Association Act, S.C. Code Ann. Section 27-30-110, et seq., requires all existing homeowner association's governing documents, rules, regulations, and amendments be recorded.

WHEREAS, the Board has determined to re-adopt and re-affirm the attached Regulations, and to record them.

WHEREAS, a duly held and authorized meeting of the Board was held 9/29/20 2020, and the within Resolution was put to a vote of the Board. The required quorum was present and the within Resolution was approved by the requisite members of the Board.

NOW THEREFORE, BE IT RESOLVED, in order to protect and assure an attractive, high quality community, and to best maintain and preserve the community, the Board hereby re-affirms and re-adopts the attached Regulations as follows:

1. The foregoing whereas paragraphs and recitals are and shall be deemed material and operative provisions of this Resolution, and not mere recitals, and are fully incorporated herein by this reference.

2. All capitalized terms used herein shall have the same meaning ascribed to them in the Declaration and Bylaws, unless the context shall clearly suggest or imply otherwise.

3. Each member of the Board expressly waives notice requirement, if any, for the meeting.

4. The Board hereby re-affirms and re-adopts The Gardens at the Bridges of Summerville Homeowners Association's Regulations, attached hereto as Exhibit A and incorporated herein by reference.

5. This Resolution was adopted by the Board on 9/29, 2020, and the attached regulations shall each be effective upon recording.

6. Distribution. The Association and/or the Association's property manager is authorized and directed to circulate a copy of this Resolution and Regulations upon recording. Members/Owners are responsible for distributing the same to all occupants and residents.

**THE GARDENS AT THE BRIDGES OF SUMMERVILLE HOMEOWNERS ASSOCIATION:**

FILED/RECORDED  
November 3, 2020  
DORCHESTER COUNTY  
REGISTER OF DEEDS

<u>[Signature]</u> Board Member/Director	<u>9/29/20</u> Date	<u>[Signature]</u> Board Member/Director	<u>9/29/2020</u> Date
<u>[Signature]</u> Board Member/Director	<u>09/29/20</u> Date	_____	_____

# The Gardens at The Bridges of Summerville

## REGULATIONS

### INTRODUCTION

This document the Regulations for The Gardens at the Bridges of Summerville, defines and extends some of the rights and authority granted to the Association by the Declaration of Covenants, Conditions Restrictions Easements Charges and Liens for The Gardens at the Bridges of Summerville (Declaration). Further, this document creates additional Regulations for the entire Gardens at the Bridges of Summerville, for the use of Lots and Common Areas within the Gardens at the Bridges of Summerville and for the actions and behavior of all property owners, their family members, guests, invitees, licensees and permittees, while residing in and visiting the Gardens at the Bridges of Summerville or while using Common Areas and facilities within the Gardens at the Bridges of Summerville. Additional Restrictions and Regulations are set out in the Declaration.

We encourage you to review this document, to familiarize yourself with the Regulations that are set out herein and in the Declaration, as well as the requirements spelled out in the Architectural Guidelines of The Gardens at The Bridges of Summerville, if any, and to embrace the standards established by these three documents as they are intended to help the Association and its homeowners maintain a secure and harmonious environment within The Gardens at the Bridges of Summerville.

Capitalized terms used in this document shall have the same meaning as the definitions in the Declaration, as amended, and should there be any conflicts between these Regulations and the Declaration, the Declaration shall control.

### SCOPE OF AUTHORITY GRANTED

The scope of the authority granted to the Association, is set out in the Declaration, which encumbers every Lot, road right-of-way and all Common Areas, as well as in the Association's By-laws. In addition to creating certain specific Restrictions and Regulations, the Declaration authorizes the Association's Board of Directors to create additional Regulations for the Lots, road right-of-ways and Common Areas. The Association's Board of Directors is also authorized by the Declaration to amend those Regulations contained in this document and the Architectural Review Guidelines, as well as any other Regulations that the Board of Directors might create and add to these documents from time to time.

To assure compliance with the Declaration and this document, the Declaration and this document make available to the Association remedies to enforce the Declaration and any restrictions or Regulations set out in the Declaration or in this document. Additionally, the Declaration defines the Association's Board of Directors authority to waive or grant variances to specific Regulations.

# The Gardens at The Bridges of Summerville

## VARIANCES

The Board of Directors shall have the right, as determined in its sole discretion, to waive or grant temporary or permanent variances to any Regulation set out in this document that are not violations of the Declaration. All variances shall be in writing and shall be specific as to the time period for which it is in effect and the action that is to be allowed. Nothing herein shall be deemed to allow the Board of Directors or the Association to grant variances to any law or ordinance or to the ruling or decision of any governmental body having jurisdiction.

## VIOLATIONS: NOTICE, APPEAL AND REMEDIES

### NOTICE OF A VIOLATION

Notice of violation of the Declaration and the By-Laws of the Association or of the Regulations of the Association shall be sent to the Lot Owner at the address shown in the records of the Association. Notices shall cite: (a) the nature of the violation, (b) the corrective actions required, (c) the date of the notice, (d) the deadline for compliance or the time in which the corrective action must be completed and (e) an address for written response from the Lot Owner in violation.

### APPEAL/RESPONSE TO NOTICE OF A VIOLATION

Except in the case of an emergency, which shall be denoted on any notice of a violation, or as otherwise provided in these Regulations, the By-laws, or the Declaration, Lot Owners shall have a period of seven (7) days from the date of notice indicated upon the notice of a violation (or such other period as stated in the notice) in which to contest the initial finding of the Board of Directors with respect to a violation, any corrective actions that it may require, or the time frame that has been allowed by the Board of Directors for completion of the corrective action. Any request for appeal submitted by an Owner shall be in writing, must contain new and compelling evidence not obtained or declared in the initial investigation or communicated to the Board of Directors prior to the initial violation notice. The appeal request shall be emailed or postmarked no later than the seventh (7<sup>th</sup>) day after the postmark of the notice of violation to the address indicated on the notice of violation.

Upon completion of the appeal, the Board of Directors shall determine what action by the Lot Owner, if any, is warranted and shall notify the Lot Owner of its decision and provide a timeframe for compliance, if any is required. The decision of the Board of Directors shall then be final and may no longer be appealed. The Board of Directors is not mandated by an appeal to allow additional time for compliance by a Lot Owner, but may do so in its sole discretion.

If the Lot Owner does not submit a written request for appeal of a decision to the Board of Directors within seven (7) days (or such other period set out in the notice) or does not correct the violation within the time specified in the notice, and if the Board of Directors determines that Assessments for Non-Compliance and/or corrective action are warranted, the Board of Directors,

# The Gardens at The Bridges of Summerville

may take corrective action at the Lot Owner's expense and the Board of Directors may levy all appropriate Assessments for Non-Compliance as defined in addendum "A" attached herein.

## REMEDIES FOR NON-COMPLIANCE

In accordance with the Declaration, the Board of Directors may levy an Assessment for Non-Compliance against the Lot of any Lot Owner who fails to comply with a notice of violation from the Association's Board of Directors. Though some of the other remedies of the Association are more specifically defined in the Declaration and in the By-laws of the Association, upon notice to any Lot Owner, the Board of Directors shall have the right to require that any violation of the Declaration, By-laws, the Architectural Guidelines and these Regulations be corrected within a reasonable time frame provided in that notice and, unless otherwise provided in these documents, to take appropriate action to remedy the violation, including but not limited to any action at law. The cost of that correction, together with the cost of any action (such as the cost of any supervision and/or management of these activities taken by the Association to insure that this compliance is achieved); any Assessments for Non-Compliance levied by the Association's Board of Directors and any collection cost or attorney fees, may then be added by the Board of Directors to the Association's continuing lien on that Lot and shall become the personal obligation of the Owner or Co-Owner(s) of the Lot.

## GENERAL REGULATIONS

### PROPERTY MAINTENANCE AND USE

#### USE OF PROPERTY

All Lots shall be used for single-family residential purposes only, and no commercial enterprise, business or business activity shall be carried on or upon any Lot at any time, except with the written approval of the Association's Board of Directors. The term "business" shall be construed to have its ordinary, generally accepted meaning, and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required. The Board of Directors shall at all times have the authority to determine in its sole discretion whether or not an activity falls within the parameters of a commercial enterprise, business or business activity and whether or not that activity requires approval by the Association in order to be conducted. It is therefore prudent for a Lot owner to consult the Association prior to commencing any activity that might conceivably be considered by the Association as a commercial enterprise, business or business activity and if approval is required, to obtain that approval in writing.

The leasing of a home on a Lot shall not be considered a trade or business within the meaning of

# The Gardens at The Bridges of Summerville

this section. Whether or not it is specifically stated in a lease agreement, the Declaration provides that all leases shall be subject to the Declaration, By-Laws, the Regulations and the Architectural Guidelines. In addition, the Declaration requires all tenants and their guests to comply with these documents and makes the Lot Owner responsible for providing the tenant with notice of this fact and the requirements under these documents and for the actions of the tenant and of their guests.

No garage sale, moving sale, rummage sale or similar activity and no trade or business may be conducted in or from any Lot without the approval of the Association, except that an Owner or occupant residing on a Lot may conduct business activities within the Dwelling so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Structures on the Lot; (b) the business activity conforms to all zoning requirements for the Properties and all other applicable laws and regulations; (c) the business activity does not involve persons coming onto the Lot or into the properties who do not reside on that Lot or in the Properties or door-to-door solicitation of residents of the Properties in any way; and (d) the business activity is consistent with the residential character of the Properties and does not constitute any sort of a nuisance, or create a hazard or offensive use of any type or threaten the security or safety of other residents of the Properties, as may be determined in the sole discretion of the Association's Board of Directors. No signage advertising or identifying a commercial enterprise, business, or a business activity (including garage sales) may be displayed on a Lot, from a Structure located on a Lot where it is in any way visible outside of that Structure, within any location abutting a private or public road right-of-way within the Properties or within a public road right-of-way abutting the Properties without the approval of the Association's Board of Directors.

## **LOT OWNER'S RESPONSIBILITY**

The Declaration requires that each owner comply with the Regulations. It is the responsibility of each lot/home owner to obtain a copy of these documents, to familiarize themselves with these documents and to require that their family members do so as well. Failure on the part of an Owner to acquire or to be provided with a copy of the Declaration, the Architectural Review Guidelines or the Regulations or to review these documents upon receipt does not in any way minimize the rights of the Association's Board of Directors to enforce the terms of these

documents or relieve the Owner, its family, its guests, its invitees, its licensees or permittees of their obligation to comply with these documents or the Regulations set out in them.

---

## **MAINTENANCE ROAD RIGHT-OF-WAY**

As further defined in the Declaration, unless designated as a Common Area, or unless the responsibility for maintenance of this area is assumed by the Association as part of the Area of Common Responsibility, each homeowner shall be responsible for the installation (if landscaping acceptable to the Association does not already exist) and continued maintenance of landscaping in any portion of the road right-of-way that exists between the back of the curb (or the actual pavement, where no curbing exists) and their property line. As with all Structures located upon a Lot, including landscaping, the installation of all Structures located within these areas shall be subject to the approval of the Association and the quality of maintenance within these areas shall

# The Gardens at The Bridges of Summerville

be subject to the standards established by the Association. All remedies available to the Association for the failure of a Lot Owner to obtain approval for the installation of a Structure or for failure of a Lot Owner to properly maintain a Structure in these areas in accordance with the standards established by the Association, including landscaping, shall be the same as those remedies available to the Association for Lot Owners who fail to properly obtain approval, install and maintain Structures on their Lots.

## ARCHITECTURAL REVIEW

No home, fence or Structure on any Lot in the Gardens at the Bridges of Summerville may be modified in any way without approval of the Association.

## WINDOW TREATMENTS

Window treatments and blinds that are viewable from the exterior of a home are to be white or off white in color (or as otherwise set out in the Architectural Guidelines) and must be kept in good repair at all times.

## UNSIGHTLY OR UNKEMPT CONDITIONS

It shall be the responsibility of each Owner to prevent the development of any unclean, unhealthy, unsightly, or unkempt conditions on their Lot, including the failure to properly install or maintain landscaping in all fenced and/or unfenced areas. The pursuit of hobbies or other activities, which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken on any part of the Properties. No Lot or Structure on a Lot within the Properties shall be used, in whole or in part, for the storage of any property or thing that will in the sole opinion of the Association's Board of Directors cause such Lot or Structure to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of Gardens at the Bridges of Summerville or the surrounding property. As set out in the Declaration, all Lot Owners are responsible for the maintenance of landscaping and the removal of debris from any fenced or unfenced area of their Lot. In addition, whether addressed in the Declaration or not, all Lot Owners shall be responsible for the maintenance of landscaping in and for the removal of debris from within the road right-of way abutting their lot.

All exterior porches, patios and other Structures of this type as well as other locations on the Lot that can be viewed from another Lot or the street are to be kept free and clear of unnecessary debris and clutter. Only outdoor furniture of a type and in a quantity appropriate for use on a Structure of this type shall be used on a permanent basis on these Structures or on the Lot. The authority to determine what type and quantity of furniture is appropriate and what constitutes excessive debris or clutter shall be solely that of the Board of Directors. No appliances shall at any time be stored on an exterior porch, patio or other like Structure.

Air Conditioning Units – Only central air conditioning units are permitted, and no window, wall, or portable air conditioning units are allowed. No air conditioning or heating apparatus, unit or equipment shall be installed on the ground in front of, or attached to, any front wall of any Home on a Lot. *-Subject to prior Board approval: exceptions may be considered for **temporary** use of portable technologies that in the opinion of the Board do not compromise the appearance of the property or are necessitated by documented health and safety needs and use is for a limited period of time.*”



# The Gardens at The Bridges of Summerville

## **GARAGE DOORS**

Garage doors should remain closed when access is not required. Garage doors may not be left open unattended for periods in excess of one (1) hour. Garage doors may remain open when required for the completion of a project or activity. The practice of leaving garage doors open for activities and projects for extended periods shall not become continuous or habitual and leaving garage doors open to view from the street shall not constitute a nuisance to other lot owners in The Gardens at the Bridges of Summerville. The determination of what constitutes a project or activity for a garage door to remain open; the determination of what constitutes continuous or habitual; or what constitutes a nuisance shall solely be that of the Board of Directors. Notwithstanding all of the above, no garage door is permitted to remain intentionally open overnight.

## **GARBAGE AND REFUSE DISPOSAL, GARBAGE CONTAINERS**

No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in containers designed for that purpose and which are approved by the Association's Board of Directors and screened from public view in a manner acceptable to the Association's Board of Directors. All equipment for the storage or disposal of such waste material shall be kept in a clean and sanitary condition. No burning of any trash and no unreasonable or unsightly accumulation or storage of litter, new or used building materials, or trash of any other kind shall be permitted on any Lot, street or upon any Common Area and all of these areas shall be kept clean at all times. If such litter or other materials are found on any Lot, the same will be removed by the Owner of such Lot, at the Owner's expense upon receipt of a written request of the Board of Directors. Should the Owner fail to remove the refuse within the period set out in the written notice, the Association shall have the right to see that the refuse is removed by an appropriate party and to have the Board of Directors assess the Owner of that Lot for all of the costs associated with that removal, together with any collection costs, which shall become a part of the Association's continuing lien on the lot.

The size, type and storage location of all garbage containers shall be approved by the Association's Board of Directors. Except on the day of pickup by the garbage collector, all containers shall be located in a garage or in rear yards or side yards, screened or walled from front streets and adjoining properties in a manner approved by the Association's Board of Directors. Containers shall not remain on the street past 9:00 AM on the morning following pickup.

There shall be no dumping of grass clippings, leaves or other debris; rubbish, trash or garbage; petroleum products, fertilizers, or other potentially hazardous or toxic substances in any drainage ditch, storm or other drainage system pipes, catch basins, yard drains, stream, pond, lake or on any Lot, street or Common Area within the Properties, except that fertilizers may be applied to landscaping on Lots and in Common Areas, provided care is taken to minimize run-off. For a limited period of time acceptable to the Board of Directors and subject to additional conditions set by the Board of Directors or by a governmental entity or municipality responsible for its removal, where removal of such material is regularly provided by that entity or a provider contracted by that governmental entity for its removal, trash and debris acceptable to the Board

# The Gardens at The Bridges of Summerville

of Directors may be placed on the roadside for normal pick up. Upon notice from the Board of Directors, that the type, quantity, location, condition of the trash or debris is unacceptable or that the time frame that the trash or debris has or will remain in view is unacceptable, an Owner shall remove such trash and debris from view of the street and other Lot Owners or from the Lot, if directed to do so by the Board of Directors. The decision of what constitutes an unacceptable type, quantity, location, or condition is solely that of the Association's Board of Directors.

## COMBUSTIBLE LIQUID

There shall be no storage of gasoline, propane, heating or other fuels, except for a reasonable amount of fuel that may be stored in containers appropriate for such purpose on each Lot for emergency operation of household heating and cooking appliances, for gas fireplaces and for the operation of lawn mowers and similar tools or equipment. Larger quantities (over 5 U.S. gallons) must be approved by the Board of Directors.

## BEHAVIOR

### OFFENSIVE ACTIVITIES

No immoral, improper, noxious, offensive or illegal activities (including, but not limited to vulgar, abusive or otherwise inappropriate language or gestures and indecent exposure, the inappropriateness of all of which shall be solely the determination of the Board of Directors, shall be carried on upon any Lot, Common Area or any other portion of the Properties, nor shall anything be done tending to cause embarrassment, discomfort, annoyance, or nuisance to any of the Owners or Co-owners of other Lots in The Gardens at the Bridges of Summerville, or any person using any Lot or Common Area within the Properties, as determined by the Board of Directors in its sole discretion. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence is in any way noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Properties. Without limiting the generality of the foregoing, no speaker, horn, whistle, siren, bell, amplifier or other sound device, except such devices as may be used exclusively for security purposes or as approved by the Board of Directors, shall be located, installed or maintained upon the exterior of any home site unless required by law. Any siren or device for security purposes shall contain a device or system which causes it to shut off automatically. All valid laws, ordinances and regulations of all governmental agencies having jurisdiction shall be observed.

### QUIET ENJOYMENT

TV's, radios, stereos shall be played at reasonable levels at all times and the same shall not be played so as to be heard outside of the home in which being played between 11:00 P.M. and 9:00A.M.

### GUNS, WEAPONS AND NOISEMAKERS

The discharge of weapons and use of noisemakers on the properties is prohibited. The term "weapons" includes without limitation, devices that propel a projectile a distance of more than

# The Gardens at The Bridges of Summerville

50 feet, such as "B-B" guns, pellet guns, slingshots, and any other weapons commonly referred to as a firearm regardless of size.

Noise makers may include items such as horns, firecrackers, bottle rockets, other items commonly referred to as fireworks, blasting powders or devices made with a blasting agent.

The Board of Directors may Levy Assessments for Non-Compliance against and exercise other enforcement remedies as set forth in this Declaration. Notwithstanding anything to the contrary contained herein in the Declaration or in the By-Laws, neither the Association nor the Board of Directors shall be obligated to take action to enforce this regulation.

## VEHICLES AND PARKING

### INOPERATIVE AND UNLICENSED VEHICLES. AUTOMOTIVE REPAIRS

No inoperative or unlicensed vehicles may be parked on a Lot except in a garage. No auto maintenance or repairs may be conducted of a commercial nature. Repairs on any vehicle, including your own vehicle, other than minor maintenance or repairs may not be conducted. Minor maintenance and repairs are oil changes, belt replacement or general cleaning that do not make the vehicle inoperative for more than two (2) hours or that may in no way create excessive noise or draw undue attention to the activity. No vehicles, of any type, without mufflers shall be allowed on premises. The determination of what constitutes minor maintenance or repairs shall be solely that of the Board of Directors.

### COMMERCIAL AND RECREATIONAL VEHICLES

No commercial vehicles, boat or boat trailers, "jet skis", water craft, utility trailers, campers, mobile homes, tractors, buses, farm equipment, recreational vehicles, all terrain vehicles, go-carts, motorized bikes, scooters, golf carts, other towed vehicles, vehicles on blocks or unlicensed vehicles may be placed or parked on any street within The Gardens at the Bridges of Summerville or on any paved or non-paved area of a Lot or adjacent Lot, unless such vehicle is parked inside a totally enclosed Structure or screened area specifically approved for that purpose by the Board of Directors or the Architectural Control Authority. Service and delivery vehicles may be parked in the Properties for such periods of time as are reasonably necessary to provide service or to make a delivery within the Properties.

### GUEST, VISITOR AND INVITEE PASSENGER VEHICLES

Vehicles may not be parked or driven on any portion of a Lot other than paved areas designed for that purpose. Guests, visitors and invitees should use available garage, driveway and guest parking, in that order of priority, for routine parking. Temporary guests of a resident may park on the street provided it does not exceed a maximum of one (1) hour and the vehicle must be parked on the right side of the road facing in the same direction as the traffic flow and not be parked within 25 feet of any corner or stop sign.

# The Gardens at The Bridges of Summerville

The following exceptions apply to guest parking:

Temporary parking at the curb is allowed for vehicles that display a valid "Handicapped" license plate or a "Handicapped" hangtag; however no overnight curb parking of any vehicle is allowed. Curb parking for the reason of physical limitations is exempt from the necessity to observe parking in driveways and guest parking areas as the first parking priorities. When parked at a curb, vehicles with "Handicapped" license plates or hang tags must be parked on the right side of the road facing in the same direction as the traffic flow and not be parked within 25 feet of any corner or stop sign.

Under these exemptions, there is no authorized curb parking blocking the entrance to any driveway, guest parking area or access points, or within 25 feet either side of a stop sign, corner, USPS mailbox or fire hydrant, or other public utility service location.

Overnight guests, visitors, or invitees must use the guest or overflow parking lots if sufficient space is not available in the garage or driveway of the Lot Owner they are visiting. A written excess use request must be made to the Board of Directors for any overnight guest requiring the use of the guest parking lot more than seven (7) consecutive days.

## **HOMEOWNER/ RESIDENT PASSENGER VEHICLES**

Vehicles may not be parked or driven on any portion of a Lot other than paved areas designed for that purpose. Where all available driveway and garage spaces are utilized by the homeowner or resident, parking on the street of a Lot Owner or resident shall only be allowed if it is infrequent or temporary in nature, and not more than one (1) hour. Parking on the street must be in a manner or location that is neither a violation of any other vehicle related Regulation contained herein, or unsafe or hazardous to traffic or to persons within the Gardens at the Bridges of Summerville, and the vehicle must be parked facing in the same direction as the traffic flow on the right side of the roadway and not be parked within 25 feet of any corner or stop sign.

The Board of Directors of the Association shall, in its sole discretion, determine what constitutes infrequent or temporary in nature.

## **HOMEOWNER/RESIDENT/VISITOR/GUEST/INVITEE PARKING**

The Board of Directors of the Association shall, at its sole discretion, determine what constitutes the proper number, type or condition of vehicles that are appropriate for a Lot, and what constitutes nuisance parking, improper parking and unsafe or hazardous parking. The Board of Directors may cause, but shall not be required to, tow or otherwise remove any vehicle parked in violation of these Regulations after notice to the owner of the vehicle, or in the event of a hazard created by the position of the parked vehicle.

## **GUEST & OVERFLOW PARKING LOTS**

Guest Parking Lots shall consist of the two small parking lots at the corner of the 100/200 block

# The Gardens at The Bridges of Summerville

and by the fountain. The two large parking lots at the end of the 200 and start of the 300 blocks shall be overflow parking lots available for any resident or visitor to use. All vehicles parked in the Overflow lots must be in operating condition, must display a valid current state license plate and must be moved at least once a week. Lot owners or residents may not use the two small guests parking lots located at the end of the 100 block & by the fountain, unless a written request has been approved by the Board of Directors.

Overnight guests, visitors or invitees must use the guest or overflow parking lots if sufficient space is not available in the garage or driveway of the Lot Owner they are visiting. A written excess use request must be made to the Board of Directors for any overnight guest requiring the use of the guest parking lot more than seven (7) days in any calendar month.

The Board of Directors may, but is not required to designate, in its sole discretion, certain parking areas within the Properties for homeowner/resident excess vehicle parking subject to reasonable rules and fees, if any.

## CHILDREN

Lot Owners and residents are responsible for the actions of their children, their guests, visitors, licensees and invitees and the children of their guests, visitors, licensees and invitees.

## ANIMALS AND PETS

As further stated in the Declaration, no animals, livestock, or poultry of any kind may be raised, bred, kept, or permitted on any Lot, with the exception of dogs, cats, or other usual and common household pets in reasonable number. The number and type of acceptable household pets may be determined by the Board of Directors of the Association. No animals shall be kept, bred or maintained for commercial purposes and all animals must be properly cared for and kept free of contagious diseases.

No Lot Owner, resident, guest, visitor, tenant or other individual may feed any livestock, animals or poultry, including ducks and geese, or similar non-household pets on any Lot or in the Common Areas of the Gardens at the Bridges of Summerville. The practice of providing bird feeders for songbirds is exempt from this regulation.

All pets shall be reasonably controlled by the owner whenever outside a home and shall be kept in a manner that prevents excessive barking or other acts that would, in the opinion of the Board of Directors, constitute a nuisance to other owners in the Gardens at the Bridges of Summerville. The owners of the pet shall be responsible for all of the pet's actions. If, in the sole opinion of the Board of Directors, any animal becomes destructive of wildlife, dangerous or an annoyance or nuisance to the Owners of Lots within the Properties or of a nearby property, such animal shall be removed from the Properties upon notice from the Board of Directors.

No pet shall be allowed by its owner to roam free (without being contained within a fenced area on the Lot) or to deposit its feces on the Lot of another owner or on a Common Area. Those pets

# The Gardens at The Bridges of Summerville

which are permitted to roam free, or, in the sole discretion of the Board of Directors, endanger the health of Lot Owners, their families or their guests, make objectionable noise, or constitute a nuisance or inconvenience to the Owners of other Lots or the Owner of any portion of the Properties shall be removed by the Owner, upon notice from the Board of Directors of the Association. Any pet may be removed by the Association, if that Owner fails to remove the pet after proper notice from the Board of Directors. Should a pet deposit its feces on the Lot of another Owner or upon a Common Area, it shall be the responsibility of the pet's owner or the Owner of the Lot where the pet is kept, to immediately remove the feces.

## PLAYGROUNDS AND PLAYGROUND EQUIPMENT

### EQUIPMENT IN COMMON AREAS

Any Structure within Common Areas such as the Gazebo or Fountain or any other equipment furnished by the Association or erected within the Properties, shall be used at the risk of the user, and the Association shall not be held liable by any person for any claim, damage, or injury occurring thereon or related to use thereof.

### BASKETBALL GOALS AND PLAYGROUND EQUIPMENT

Temporary basketball goals are to be stored out of view from the roadways and the Lots of other residents at all times when they are not in use. When in use, the location or use of a temporary basketball goal shall not in any way constitute a nuisance to other residents, inconvenience other residents or create a traffic hazard to other residents or to the general public.

### WHEELED DEVICES

Recreational wheeled devices, including skateboards, wagons, skates, roller blades, scooters & bicycles or similar devices are not permitted within the Gazebo or the raised steps leading to the deck of the Gazebo. Assisted living equipment such as wheel chairs and walkers equipped with wheels are exempt from this prohibition.

### WETLANDS/WOODLAND BUFFER

The woodland buffer that surrounds our Gardens neighborhood is a permanently protected natural area under both Federal and State law. These woodlands are necessary for controlling water runoff into the storm water system for both the Bridges and Gardens neighborhoods so none of our homes flood during torrential rains and hurricanes. It is secondary that they provide a scenic buffer to our neighborhood and habitat for wildlife.

**Any resident or guest who enters the wooded buffer is subject to Federal and State law for any disturbance of protected wetland species, impoundment of drainage ditches, felling of trees, campfires, etc. This area is NOT authorized for camping or a gathering place for children unaccompanied by adults. Construction of treehouses, meeting sites, etc. is**

papa    /llll/    777

# The Gardens at The Bridges of Summerville

prohibited. In warm weather, poisonous snakes abound. If you enter the woodland buffer, you are limited to walking the area to enjoy its natural beauty. Some children have been observed riding bicycles in the woodland. Bicycling is NOT allowed, damages the plants and is dangerous for the riders as the land is full of pot holes.

Residents are responsible for their own actions as well as their children and guests who enter the woodland buffer.

Selected trees in the buffer area are posted as follows:

**Conservation  
Area  
DO NOT DISTURB**

**OCRM  
SC DHEC**

**US Army Corps  
of Engineers  
Charleston District**

**To Report a Violation, Call 1-800-768-1516**

**HOME SURVEILLANCE EQUIPMENT INSTALLATION**  
**(Ring style doorbell cameras are exempted from this rule)**

The Association's Board of Directors will allow the installation of a home surveillance system through the submission of an Architectural Review Request and in accordance with local ordinances, state and federal privacy statutes, local law enforcement input and the concerns of the community. **Any approval by the Board of Directors, for the installation of such a system, will contain restrictions.**

While the Board of Directors is acutely aware of the emotional and actual need of such a system when circumstances cause a homeowner to seek approval of a surveillance system the Board of Directors will balance the concerns of the community related to homeowners rights to privacy and quiet enjoyment on the one hand, and the safety, security and comfort of the applicant on the other hand. In balancing those objectives the following process / requirements will apply to any installation request received by the Architectural Review Committee.

- The installation of any surveillance system is considered an alteration to the structure(s) on the homeowners Lot, and as such, requires an on-site inspection of the premises to compare the physical layout of the system within the written request to the physical locations on or about the structure(s). The homeowner will invoke no restriction of any kind, for reasonable access to an on-site inspection once the Architectural Review Committee begins its work.

# The Gardens at The Bridges of Summerville

- If the written application is in conflict with the Association's nuisance regulations it will be rejected and the Board of Directors will require the applicant to resubmit an application with a plan that will co-exist with all other current Regulations.
- Installations will not be permitted if the Architectural Review Committee determines it will cause an unreasonable interference with neighboring homeowner's reasonable expectation of rights to privacy.
- All cameras will be approved only after they are agreed to be placed in the least intrusive or visible location on the home and can only be focused on the applicant's property.
- No camera is authorized to be placed on any out building of any kind, any neighboring Structure (including but not limited to trees, fences, poles, etc) nor on any Common Area of the community.
- Approved surveillance systems will not emit any blinking, strobe, high intensity or other direct lighting that will disturb any adjacent homeowner.

The applicant must include a plot plan showing the exact location of every camera in relationship to neighboring structures, a representation of the equipment to be installed including model number, make, whether the camera is a still or motion camera, whether or not the camera is audio capable, and specifications on the size, shape and angle of view of the camera. The specifications must also state the range of clear image the camera is capable of.

The applicant understands that any change to the system, after the initial installation is completed, to include the addition of cameras, a change in the make, model or location of cameras, and the field of view of the cameras, will require a new Architectural Review Request.

Applicants are reminded that a co-approval from the Bridges of Summerville Architectural Review Committee is necessary, as required in the master covenants AFTER the requirements of The Gardens Homeowners Association Architectural Review Guidelines are met, when submitting a request for a home surveillance system.

Note: Ring style doorbell cameras are specifically exempted from the above camera policy. (Amended Jan, 2018)



# The Gardens at The Bridges of Summerville

## The Gardens at The Bridges of Summerville Homeowners Association Exterior Home Security Surveillance System Installation Inspection Report

### SUMMARY

It is recognized that exterior home security surveillance systems can deter vandalism and criminal activity in and around the home but the type of surveillance equipment and the installed location of the surveillance equipment shall be approved by the Board of Directors with a balanced decision that also attends to the privacy rights of others. No security surveillance system may be installed without first being submitted in writing for recommendation by the Architectural Review Committee, and approval by the Board of Directors. Once the applicant has received the initial approval from the Board of Directors, this form must be completed by a system inspector, who must also be professionally trained in the use and installation of such systems. **This professional inspector must be approved by the Board of Directors.** The homeowner is not a valid inspector, regardless of experience or other qualification.

### INSPECTION SUMMARY / RESULTS

Date of Inspection: \_\_\_\_\_ Installation Address: \_\_\_\_\_

Applicant Name: \_\_\_\_\_

Camera Make / Model: \_\_\_\_\_ Number of Cameras: \_\_\_\_\_

DVR Make / Model: \_\_\_\_\_ DVR Location: \_\_\_\_\_

Does this system match the make/model/ specifications in the Applicants submitted plan? ( ) Yes ( ) No

Is this system intended for home use? ( ) Yes ( ) No

Are the camera installation locations the least intrusive and least noticeable locations? ( ) Yes ( ) No

Is the camera set up location(s) to monitor only the property of the applicant? ( ) Yes ( ) No

Is the system capable of audio recording? ( ) Yes ( ) No

Are these fixed position or scanning cameras? ( ) Fixed ( ) Scanning ( ) Both

Are there any additional cameras installed upon the home or Lot that are not covered by the applicants written Architectural Review Request? ( ) Yes ( ) No

I certify that I have installed / inspected (circle one or both) the above described security surveillance system and that the installation has been completed in accordance with the applicants written Architectural Review Request and in compliance with the Gardens HOA regulation concerning home surveillance systems.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Printed Name

Company: \_\_\_\_\_ Phone Number: \_\_\_\_\_

# **The Gardens at the Bridges of Summerville homeowners association, Inc.**

## **Addendum to Rules and Regulations, January 2018**

### **Non-Compliance enforcement policy addendum "A"**

**New non-compliance enforcement policy as of January 17, 2018**

**This procedure replaces any previous procedures in their entirety.**

1. Violation is noted and violation letter is sent notifying owner of violation, giving two weeks to come into compliance or seven days to appeal to the board as defined in the Appeal/Response section, page 2 of the Regulations of the association.
2. At the end of two weeks, without either appeal or correction of the violation, the owner is Assessed \$50 per violation, and given two more weeks to come into compliance.
3. At the 30 day mark the owner is notified that the non-compliance assessment will go to \$50 a day per violation until either coming into compliance or 60 days has elapsed, or the \$1,500 cap has been reached.
4. At the 60 day mark a court filing is made against the property.
5. At the 90 day mark, with continued non-compliance, the matter is turned over to the attorney for foreclosure proceedings. The \$50 per day per violation continues until it has reached the \$1,500 cap.
6. At no time may the total non-compliance assessment for any or all violations exceed the \$1,500 cap.

MARGARET L BAILEY  
DORCHESTER COUNTY  
REGISTER OF DEEDS

201 Johnston Street ~ Saint George, SC 29477 (843) 563-0181

---

\*\*\* THIS PAGE IS PART OF THE INSTRUMENT - DO NOT REMOVE \*\*\*

---



**Instrument #:** 2020029583  
**Receipt Number:** 100587  
**Recorded As:** MISCELLANEOUS  
**Recorded On:** November 03, 2020  
**Recorded At:** 08:44:57 AM  
**Recorded By:** NW  
**Book/Page:** RB 12885: 18 - 36  
**Total Pages:** 19

**Return To:** SIMONS & DEAN  
**Received From:** SIMONS & DEAN  
**Parties:**  
Direct- GARDENS AT THE BRIDGES OF SUMMERVILLE  
Indirect- GARDENS AT THE BRIDGES OF

---

\*\*\* EXAMINED AND CHARGED AS FOLLOWS \*\*\*

**Recording Fee:** \$25.00  
**Tax Charge:** \$0.00



*Margaret Bailey*

Margaret Bailey - Register of Deeds