



SUMMER WOOD PROPERTY OWNERS ASSOCIATION, INC.

re-recording to correct Exhibit E

BOARD RESOLUTION

Adoption and Affirmation of Summer Wood Townhomes Architectural Application for Change/Review

WHEREAS, the Board of Directors ("Board") of Summer Wood Property Owners Association, Inc. ("Association") is responsible for the management, operation and control of Summer Wood, 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 and Restrictions for Summer Wood, as amended, ("Declaration") and Bylaws of Summer Wood Property Owners Association, Inc., as amended, ("Bylaws") recorded July 30, 2002, in Book R413 at Page 075 with the Charleston County Register of Deeds and November 14, 2002, in Book 2996 at Page 176 with the Berkeley County Register of Deeds. The Declaration was amended by that Amendment to Declaration of Covenants, Conditions and Restrictions for Summer Wood recorded February 28, 2014, in Book R, Volume 10629 at Page 90 with the Berkeley County Register of Deeds (such amendment and Declaration collectively hereinafter referred to as ("Declaration")). The Bylaws were amended by that Amendment to the Bylaws of Summer Wood Property Owners Association, Inc. recorded November 27, 2018, in Book 0762 at Page 603 with the Charleston County Register of Deeds and November 30, 2018, in Book RB 2900 at Page 453 with the Berkeley County Register of Deeds (such amendment and Bylaws collectively hereinafter referred to as ("Bylaws")); Board Resolution Re-Adoption and Re-Affirmation of Appointment of The Board of Directors/Leases & Fine Schedule and Violation Enforcement recorded May 21, 2020, in Book 0884 at Page 595 with the Charleston County Register of Deeds and May 26, 2020, in Book 3369 at Page 45 with the Berkeley County Register of Deeds; Board of Directors Resolution Collection Policy recorded March 23, 2020, in Book 0869 at Page 077 and re-recorded August 12, 2020, in Book 0905 at Page 676 with the Charleston County Register of Deeds and recorded March 23, 2020, in Book 3308 at Page 101 and re-recorded August 3, 2020, in Book 3448 at Page 106 with the Berkeley County Register of Deeds; Board of Directors Resolution Rules and Regulations recorded September 28, 2020, in Book 0919 at Page 521 in the Charleston County Register of Deeds and September 24, 2020, in Book 3512 at Page 335 with the Berkeley County Register of Deeds; Board of Directors Resolution Enforcement Policy recorded August 2, 2022, in Book 1128 at Page 294 with the Charleston County Register of Deeds and July 25, 2022, in Book 4318 at Page 279 and re-recorded August 15, 2022, in Book 4336 at Page 367 with the Berkeley County Register of Deeds; Hereinafter, the Articles of Incorporation, Declaration, Bylaws and any promulgated rules, regulations and guidelines, and any amendments and supplements to any of them, collectively referred to as "Governing Documents".

WHEREAS, Section 3 of Article VI of the Bylaws provides that a majority of directors shall constitute quorum for the transaction of business and the affirmative vote of a majority of directors shall be the act of the Board.

WHEREAS, Section 5 of Article IV of the Bylaws states that "directors shall have the right to take any action in the absence of a meeting, which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors."



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

WHEREAS, the Board has determined to adopt and affirm the attached Summer Wood Townhomes Architectural Application for Change/Review, and to record same.

WHEREAS, a duly held and authorized meeting of the Board was held May 8, 2023, 2023, and the within Resolution and attached Summer Wood Townhomes Architectural Application for Change/Review were 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 approves, affirms and adopts the attached Summer Wood Townhomes Architectural Application for Change/Review 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 affirms and adopts Summer Wood Townhomes Architectural Application for Change/Review, attached hereto as Exhibit A and incorporated herein by reference.
6. Distribution. The Association and/or the Association's property manager is authorized and directed to circulate a copy of this Resolution and the Summer Wood Townhomes Architectural Application for Change/Review upon recording. Members/Owners are responsible for distributing the same to all occupants and residents.

Each Board Member/Director voting in favor of this resolution has signed his/her name below, and by signing below, s/he acknowledges that this Resolution and the attached shall be effective upon recording.

SUMMER WOOD PROPERTY OWNERS ASSOCIATION, INC.:

<u>Sheryl Clubb</u>	<u>5-8-23</u>	<u>Catherine Dill</u>	<u>5-8-23</u>
Board Member/Director	Date	Board Member/Director	Date
<u>[Signature]</u>	<u>5-8-2023</u>	<u>Vicki Pugh</u>	<u>5-8-23</u>
Board Member/Director	Date	Board Member/Director	Date
<u>America Sigano</u>	<u>5-8-2023</u>	<u>Andrea Campbell</u>	<u>05-08-2023</u>
Board Member/Director	Date	Board Member/Director	Date

SUMMER WOOD TOWNHOMES
ARCHITECTURAL APPLICATION FOR CHANGE/REVIEW

2023

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SUMMER WOOD TOWNHOMES ARCHITECTURAL APPLICATION FOR CHANGE/REVIEW

ACC/ARC Process

ACC (ACC AND ARC ARE INTERCHANGABLE) approval is based on the information provided on your application. If the homeowner deviates from the approved ACC form, the POA will give the homeowner ten (10) days to remove the unapproved structure/change at the homeowner's expense. After ten (10) days if it is not removed, the POA will remove it at homeowner expense as well as initiating the violation schedule with its fines.

Once the project has been completed, a return visit by the ACC Chair is required to inspect the finished project so that future homeowners of your home are NOT held liable for faulty construction work, failure to install the fence properly, etc. It is the current homeowner's responsibility to notify the ACC chair of the project's completion so that a final approval of the scope for the project is obtained. Without this documentation, current and future homeowners WILL BE RESPONSIBLE for any damages which result from faulty construction, changes in the original plan submission, or incorrect placement along property lines, etc., and will be financially responsible for the costs to correct said deficiencies. If these problems are discovered at closing, the selling homeowner will be responsible for any costs to correct the deficiencies.

ACC approval is based on the information provided on your application. If the homeowner deviates from the approved ACC form, the POA will give the homeowner ten (10) days to remove the unapproved structure/change at the homeowner's expense. After ten (10) days if it is not removed, the POA will remove it at homeowner expense as well as initiating the violation schedule with its fines.

PLEASE NOTE: Once your request has been approved by the POA's ACC Committee Chair, the homeowner will have six (6) months from the approved date to complete the project as outlined in the attached application. If it is NOT done within this timeframe, the entire project must be resubmitted for approval to the ACC Chair. It is the current homeowner's responsibility to notify the ACC chair of the project's completion so that a final approval of the scope of the project is obtained. Without this documentation, current and future homeowners WILL BE RESPONSIBLE for any damages resulting in the project change as a direct result from faulty installation, changes in the original plan submission, etc., and will be financially responsible for the costs to correct said deficiencies. If these problems are discovered at closing, the selling homeowner will be responsible for any costs to correct the deficiencies.

Homeowners must be current with POA dues and not have outstanding fines.

SUMMER WOOD TOWNHOMES
ARCHITECTURAL APPLICATION FOR CHANGE/REVIEW
EXHIBIT A (2023)

Date Received: _____	Date Approved: _____
Date of Final Inspection _____	By _____

General Information

Owner's Name _____

Address _____

Estimated Start Date: _____ Estimated End Date: _____

Telephone (Home, Cell or Work): _____ Email: _____

Type of request (fence, satellite, etc.) _____

Contractor: _____ Phone: _____

Please email or fax the completed application and all required documents to our Property Management Company. This form must accompany the type of request form being submitted.

AUTHORIZATION TO VISIT PROPERTY. Site visits to the property by the Association are essential to process this application. The Owner, as signed below, hereby authorizes the Association and/or Manager to visit and photograph the property referenced in this application. This can be done during the improvement process and or when the project is complete.

APPLICANT'S AGREEMENT & SIGNATURE: I have read my community's governing documents and believe I am in compliance with all Covenants and Restrictions. I also understand that it is my responsibility to verify all property lines, easements, and city and county codes and ordinances. I understand that any permits required will be obtained and posted. I will not begin any projects until written approval has been received by the ARB.

Owner's Signature: _____

Date: _____

*Please Note: Before submitting an ACC Application, please review your governing documents to ensure that your proposed modification/alteration does not expressly conflict with the governing documents and ACC guidelines of your community.

All applicable forms and required documentation must be sent to the management company. **This page must be submitted with the applicable request page.**

Homeowners must be current with POA dues and not have outstanding fines.

SUMMER WOOD TOWNHOMES
ARCHITECTURAL APPLICATION FOR CHANGE/REVIEW

A. FENCE See Guidelines Below

WARNING: THE HOMEOWNER CANNOT MIX THE DESIGNS OF THE FENCE USED ON THEIR PROPERTY. THE ENTIRE BACK YARD OF THE HOME MUST BE ENCLOSED BY A FENCE OF THE SAME DESIGN AND HEIGHT AS THE SIDES OF THE YARD BEING ENCLOSED. IN ADDITION, EACH FENCE MUST HAVE A GATE TO COMPLY WITH SAFETY RULES REGARDING SAFE EGRESS FROM THE FENCED AREA.

The following guidelines are intended to further clarify Article VII in Declaration of Covenants and Restrictions for Summer Wood.

1. No homeowner may install a fence, edging or patio divider without prior approval from the Architectural Review Committee. The application must be the current form used as shown or recorded on the management company website.

2. The homeowner must also obtain all necessary permits and governmental approval.

3. Materials Descriptions (attach drawings and /or photos)

_____ 3 ft. high fence with 3-inch vertical pickets spaced 2 ½ inches apart with flat post caps,

_____ 6 ft. high fence, tongue and groove, flat posts caps

_____ 32" w X 42" high white vinyl outdoor privacy screen to enclose garbage bin as shown in **EXHIBIT C (2023) ACC Application**

4. Color and material: white vinyl for all sizes and flat post caps.

5. The homeowner will contact local utility companies (Public Utility Buried Services) to verify the location of the underground utility lines, cable lines, etc. If fences are installed over any underground utilities, the homeowner must understand that the utility companies have the right to remove or damage your fence in the event repairs on a line are necessary. The utility companies will not be responsible for reinstalling or repairing your fence.

6. The owner must pay for professional relocation of all irrigation heads by the POA contractor necessary for a fence installation.

7. So as not to restrict a contractor's, landscaper's, neighbor's or utility company's reasonable access to their property, worksite or to Common Areas, the fence:

A. Cannot extend beyond any lot line and

B. There must be an unobstructed access path of legal ground at least 5 feet wide and

C. No more than 3 inches from ground level immediately adjacent to all external sides (rear and sides toward Common Areas) of the fence, regardless of the lot line, to allow landscape and Common Area access.

8. After installing the fence, the homeowner becomes responsible for maintaining the area inside of the fence, including removing all vegetation, and for power washing, and for cleaning both the exterior and the interior of the fence. Violations which could include fines will be enforced.

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9. The fence location will not impede storm water flow or block any existing drain pattern. If it does, the homeowner will be responsible for all costs of correction.

10. If you locate a fence or other item in an easement, please be advised that the company that has the easement can remove your property to do work in their easement. They will not be responsible for the replacement. Also, any fence or other items placed in a drainage easement may not impede the flow of drainage water.

SUBMISSION FOR APPROVAL:

Please include the following items in your submission package to the management company:

- a. Completed Summer Wood Application for Architectural Application for Change/Review for FENCE
- b. Final survey plat map (You received a copy of this in your closing package) with proposed fencing drawn in. (If you cannot find a copy, the Property Records Department of your county of residence can also supply a plat map at a nominal fee.

All applicable forms and required documentation must be sent to the management company. Include the General Information page with this request with the **type of change** to be made.

PLEASE NOTE: Once your request has been approved by the POA's ACC Committee Chair, the homeowner will have six (6) months from the approved date to complete the project as outlined in the attached application. If it is NOT done within this timeframe, the entire project must be resubmitted for approval to the ACC Chair. It is the current homeowner's responsibility to notify the ACC chair of the project's completion so that a final approval of the scope of the project is obtained. Without this documentation, current and future homeowners WILL BE RESPONSIBLE for any damages resulting in the project change as a direct result from faulty installation, changes in the original plan submission, etc., and will be financially responsible for the costs to correct said deficiencies. If these problems are discovered at closing, the selling homeowner will be responsible for any costs to correct the deficiencies.

Homeowners must be current with POA dues and not have outstanding fines.

SUMMER WOOD TOWNHOMES

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B. Satellite Dish

1. **Notification:** Anyone – **tenant or homeowner** – must notify the Property Management Company (PMC) of their intent to install a conforming dish. Submit the General information EXHIBIT A (2023) ACC Application form for this request.

2. Installation and approved location

A. The POA will not approve installation of a dish on a roof or siding. If nails used to install an unapproved dish penetrate a roof and cause water damage, the homeowner is responsible to pay for all related damages due to water intrusion. Your roof is subject to PO regulation because it is on the exterior of your home. **Existing or new satellite dishes that require to be removed will be at the homeowner's expense and performed by our preferred vendor. It is written in the covenants that homeowners are responsible for the removal of satellite dishes and any damages that may have occurred once the dishes are obsolete.**

B. The only approved location is:

1. On a pole in the rear of the unit within lot boundaries.
2. At a height sufficient to permit reception, not to exceed 12 feet.
3. As close to the unit as possible.
4. Out of view from the street insofar as possible.

C. Should it become necessary for our preferred vendor to remove a satellite dish from the roof or siding, owners will be responsible for the cost of repair of any aesthetic or roofing damage and for any leaks or other consequential damages caused by an existing or unapproved dish or by an improperly located or unapproved future installation of any dish and/or control of wiring box upon their unit or upon any limited common area. Such costs will be charged back to the homeowner.

D. For the permanent removal of satellite dishes by the Homeowner, a completed ACC form must be submitted. An approved vendor must do all the work. (An approved vendor must be licensed, bonded and insured for such work). The Homeowner must agree to make any repairs or damage to roof or siding resulting from said satellite removal. The Homeowner is required to sign a waiver EXHIBIT E ACC Application releasing the POA from any resulting damages the dish has caused and will assume all liability for any injury resulting from the removal of the dish. The Homeowner is held accountable for the cost of any needed repairs as well. The removal of a satellite dish by the Owner's contractor must include the repairs to the roof and siding as well as any resulting damage or injuries. EXHIBIT E (2023) ACC Application

E. The fine for not obtaining prior approval for removal of a satellite dish or the installation of an improperly installed satellite dish is \$300.

Homeowners must be current with POA dues and not have outstanding fines.

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F. Should it become necessary to remove the satellite dish on a **temporary** basis in order to perform normal maintenance to the limited common elements upon which it is installed, the association shall provide such unit owner with a **ten-day notice**.

G. The dish **may** be removed by the POA's approved vendor. Based on the CCR's, ACC form, and Rules and Regulations you, as the homeowner, are responsible for the fee(s) the POA will incur for the removal of the dish and any associated charges for repair damage to the roof or siding. A dish attached to the roof or siding cannot be removed by the homeowner due to the potential damage that could be created. The normal fee starts at \$300 for each dish removed. If additional damage is noted due to the dish being installed on the roof or siding, the homeowner is held accountable for the cost of those repairs as well.

Submission for Approval

Please include the following items in your submission package: All applicable forms and required documentation must be sent to the management company. Include the General Information EXHIBIT A (2023) ACC Application page with this request with the **type of change** to be made.

Homeowners must be current with POA dues and not have outstanding fines.

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C. Solar and Landscape Lights

1. Solar lights must be placed in a pine straw bed, not in turf (grass) area.
2. Lights must be spaced no less than four (4) feet between lights.
3. The lights must be black or silver in color and not a decorative yard art solar feature.
4. The lights must be installed no higher than twelve (12) inches from the ground

IF THEY ARE IN A GRASS AREA AND ARE DAMAGED BY THE LANDSCAPER, THE HOMEOWNER IS RESPONSIBLE FOR REPLACING THEM. THE POA WILL NOT REIMBURSE YOU.

DURING COMMUNITY-WIDE PRESSURE WASHING, IT WILL BE THE HOMEOWNER'S RESPONSIBILITY TO REMOVE THE LIGHTS TO ELIMINATE POTENTIAL DAMAGE TO THEM.

Submission for Approval

Please include the following items in your submission package: All applicable forms and required documentation must be sent to the management company. Include the General Information EXHIBIT A (2023) ACC Application page with this request with the **type of change** to be made.

Homeowners must be current with POA dues and not have outstanding fines.

SUMMER WOOD TOWNHOMES

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Gutters

1. **Gutters must be white and made of aluminum and have a minimum 5" width** capable of handling the water volume from a Low Country rainstorm/hurricane coming off the home's roof. **WATER DAMAGE CAUSED TO A HOME BY INSUFFICIENT GUTTER SIZE WILL BE THE HOMEOWNER'S RESPONSIBILITY TO FIX.**
2. Gutters must be installed by a contractor who offers a guarantee or warranty (not self-installed). A gutter guard is recommended if your home is near pine trees and/or trees.
3. Once installed, the homeowner will be responsible for their maintenance including cleaning them of debris, etc.
4. Failure to obtain prior approval for gutters will result in fines for the current homeowner or a future homeowner being held liable for the unapproved installation of the gutters on the home cited in this application which will require their removal and reinstallation by a qualified contractor. Poorly installed gutters by a non-professional without prior approval will result in their removal at a cost to the homeowner and will require resubmission of an ACC application in accordance with Summer Wood's Rules and Regulations and/or By-laws for approval to have them reinstalled.

Submission for Approval

Please include the following items in your submission package: All applicable forms and required documentation must be sent to the management company. Include the General Information page **EXHIBIT A (2023) ACC Application** with this request with the **type of change** to be made.

Once your project has been completed, a return visit by the ACC Chair is required to inspect the finished project so that future homeowners of your home are NOT held liable for faulty construction work, failure to install the gutters properly, etc. It is the current homeowner's responsibility to notify the ACC chair of the project's completion so that a final approval of the scope of the project is obtained. Without this documentation, current and future homeowners WILL BE RESPONSIBLE for any damages (including water intrusion from the home's roof) which result from faulty installation, changes in the original plan submission, etc., and will be financially responsible for the costs to correct said deficiencies. If these problems are discovered at closing, the selling homeowner will be responsible for any costs to correct the deficiencies.

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SUMMER WOOD TOWNHOMES
ARCHITECTURAL APPLICATION FOR CHANGE/REVIEW

Proposed Other Addition or Alteration

ENCLOSE SUNROOM/PATIO, DECK --- No untreated lumber will be allowed in the construction of an enclosed patio or sunroom (with screening material or windows (glass or vinyl), etc., due to termites. Pressure treated wood encased in aluminum cladding must be used to minimize termite infestation. Costs to tear down and rebuild an architectural structure using an unapproved construction material, will be borne by the homeowner who initiated the project and/or completed the original application or the owner of the home at the time the faulty construction is discovered.

WARNING: A deck addition **MUST** be made from a composite wood product (similar to Trex). Pressure treated wood or untreated wood will **NOT** be approved due to the presence of termites and the long-life expectancy of the new structure.

IMPORTANT: Please be advised that approval from the Summer Wood ACC does not exclude the homeowner from obtaining the required permits from Berkeley/Charleston County for your exterior modifications. The ACC Chair is **NOT** responsible for obtaining necessary permits, enforcing compliance with applicable building and zoning codes, or ensuring the soundness and quality of any improvement or modification conducted on individual lots in the community.

Homeowners must be current with POA dues and not have outstanding fines.

SUMMER WOOD TOWNHOMES

ARCHITECTURAL APPLICATION FOR CHANGE/REVIEW

Landscaping

Plants from the preferred plant list **EXHIBIT B (2023) ACC Application** can be planted but homeowners must keep all plants trimmed so they do not impede the landscapers in the pine straw beds. Homeowners are responsible for the care and maintenance of all homeowner installed plants. Shrubs cannot be higher than the window ledge.

Edging around the front is allowed only around sidewalk and pine straw beds. Roll top resin edging is the only form allowed. It must be black in color as shown in **EXHIBIT C (2023) ACC Application**

Submission for Approval

Please include the following items in your submission package: All applicable forms and required documentation must be sent to the management company. Include the General Information EXHIBIT A (2023) ACC Application page with this request with the **type of change** to be made.

- Property Survey/plat map with proposed alteration noted to scale (You received a copy of the survey in your closing package). If you cannot find a copy, you may obtain a copy of your plat map from your county Register of Deeds at a nominal cost.
- Any photos or website links, the installer's brochure, etc., to assist in describing your alteration.

Once your project has been completed, a return visit by the ACC Chair is required to inspect the finished project so that future homeowners of your home are NOT held liable for faulty construction work, failure to have the requested change done properly, etc. It is the current homeowner's responsibility to notify the ACC chair of the project's completion so that a final approval of the scope of the project is obtained. Without this documentation, future homeowners WILL BE RESPONSIBLE for any damages which result from faulty construction, changes in the original plan submission, or incorrect placement along property lines, etc., and will be financially responsible for the costs to correct said deficiencies. If these problems are discovered at closing, the selling homeowner will be responsible for any costs to correct the deficiencies.

Homeowners must be current with POA dues and not have outstanding fines.

SUMMER WOOD TOWNHOMES **ARCHITECTURAL APPLICATION FOR CHANGE/REVIEW**

EXTEND PATIO WITH CONCRETE OR PAVERS/DRIVEWAY EXTENSION

A concrete contractor must be hired who offers a warranty. He must be licensed, bonded and insured. The costs for any sprinkler head to be removed or changed must be borne by the homeowner. The work must be done by the POA's contractor to assure system integrity. Otherwise, the homeowner will be liable for any unauthorized relocation of sprinkler heads without prior ACC approval/knowledge.

Submission for approval.

Please include the following items in your submission package: All applicable forms and required documentation must be sent to the management company. Include the General Information page **EXHIBIT A (2023) ACC Application** with this request with the **type of change** to be made.

Property Survey/plat map with proposed alteration noted to scale (You received a copy of the survey in your closing package). If you cannot find a copy, you may obtain a copy of your plat map from your county Register of Deeds at a nominal cost.

PLEASE NOTE: Once approval has been received from the POA's ACC Committee Chair, the homeowner will have six (6) months from the approval date to complete the project as outlined in the approved application. If it is NOT done within this timeframe, the entire project must be resubmitted for approval.

Once your project has been completed, a return visit by the ACC Chair is required to inspect the finished project so that future homeowners of your home are NOT held liable for faulty construction work, failure to have the requested change done properly, etc. It is the current homeowner's responsibility to notify the ACC chair of the project's completion so that a final approval of the scope of the project is obtained. Without this documentation, future homeowners WILL BE RESPONSIBLE for any damages which result from faulty construction, changes in the original plan submission, or incorrect placement along property lines, etc., and will be financially responsible for the costs to correct said deficiencies. If these problems are discovered at closing, the selling homeowner will be responsible for any costs to correct the deficiencies.

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SUMMER WOOD TOWNHOMES
ARCHITECTURAL APPLICATION FOR CHANGE/REVIEW

PROPOSED ALTERATION

Add storm door.

A storm door may be full glass with full detachable screen or half screen, half glass.

The color choice for the storm door may be black or white or the color of your street side main door.

IMPORTANT:

Adding a storm door means the painting and maintaining of the **DOOR FRAME** becomes the homeowner's responsibility. **The main house door will remain the responsibility of the POA to paint and maintain even if a storm door is installed. The door frame is the POA's responsibility if no storm door is installed. The door frame and storm door fall under the care and maintenance of the homeowner once the storm door is installed.**

Failure by the homeowner to obtain prior approval for installing a storm door may require its removal with the cost to be borne by the homeowner (current or future) as well as the payment of any fines incurred until it is removed.

Submission for Approval

Please include the following items in your submission package: All applicable forms and required documentation must be sent to the management company. Include the General Information page **EXHIBIT A (2023) ACC Application** with this request with the **type of change** to be made.

PLEASE NOTE: Once approval has been received from the POA's ACC Committee Chair, the homeowner will have six (6) months from the approval date to complete the project as outlined in the approved application. If it is NOT done within this timeframe, the entire project must be resubmitted for approval.

Once your project has been completed, a return visit by the ACC Chair is required to inspect the finished project so that future homeowners of your home are NOT held liable for faulty construction work, failure to have the requested change done properly, etc. It is the current homeowner's responsibility to notify the ACC chair of the project's completion so that a final approval of the scope of the project is obtained. Without this documentation, future homeowners WILL BE RESPONSIBLE for any damages which result from faulty construction, changes in the original plan submission, or incorrect placement along property lines, etc., and will be financially responsible for the costs to correct said deficiencies. If these problems are discovered at closing, the selling homeowner will be responsible for any costs to correct the deficiencies.

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SUMMER WOOD TOWNHOMES
ARCHITECTURAL APPLICATION FOR CHANGE/REVIEW

PROPOSED ALTERATION/IMPROVEMENT: SPECIAL PROJECT (If none of the above previously mentioned categories apply...)

Please describe your proposed alteration, including adding/removing flowers, shrubs, trees, etc. Submit supporting documentation, plat map if applicable, etc., to assist the ACC in making a determination about your project.

Reminder: Protect your plants during the community wide pressure washing each Spring. Any damage to them due to the spray of pressure washing liquid hitting them is NOT reimbursable by the POA. The liquid is under pressure and can travel quite a distance!

Submission for Approval

Please include the following items in your submission package: All applicable forms and required documentation must be sent to the management company. Include the General Information page **EXHIBIT A (2023) ACC Application** with this request with the **type of change** to be made.

1. A plat map if applicable
2. Any supporting literature, pictures, which would show the concept of what you are planning.

Homeowners must be current with POA dues and not have outstanding fines.

SUMMER WOOD TOWNHOMES

ARCHITECTURAL APPLICATION FOR CHANGE/REVIEW

PREFERRED PLANT LIST

EXHIBIT B (2023)

Plants from this list can be planted but homeowners must keep all plants trimmed so they do not impede the landscapers in the pine straw beds. Homeowners are responsible for the care and maintenance of all homeowner installed plants. Shrubs cannot be higher than the window ledge.

Low to Mid-Size Shrubs & Grasses

Dwarf Yaupon Holly - Size 4'7' tall x 6'-8' wide. Noninvasive roots, berries are highly toxic to humans, dogs, and cats. It will not kill them, but recovery is long.

Kaleidoscope Abelia - Size – 2' tall x 4' wide. Deer and pest resistant, nontoxic, and noninvasive.

American Beauty Berry – Size 4'-6' tall and wide (can reach 8'-10' if not maintained). Nontoxic noninvasive

Loropetalum – Size Giant 12'-15' tall x 10' wide / Mid 4'-6' tall x 10' wide / Dwarf 2'-3' tall x 10' wide
We have a lot of these in the neighborhood now that are basically small trees and are out of control. Most people want to cut these down. They are nontoxic and noninvasive.

Ligustrum – Size 8' – 12' tall x 8' wide (very fast growing, can grow as much as 2' in a single year). Roots can be very invasive, berries are poisonous, leaves are toxic for humans and dogs, fatal for equine.

Liriope – Low growing perennial grass that is aggressive and spreads extremely fast – very invasive. The only variety that does not spread is Liriope Muscari. Not a fan of this plant.

Sweet Grass (Muhly Grass) – Size 3' tall x 3' wide. Moderately invasive for wetlands.

Blue Love Grass – Size 2' tall x 3' wide. Nontoxic, noninvasive

Flax Lily – Size Mid 3'-8' tall x 2' wide / Dwarf 1'-3' tall x 2' wide – aggressive and invasive like Liriope. Berries are considered poisonous but not toxic.

Large Shrubs

Ligustrum – Size 8' – 12' tall x 8' wide (very fast growing, can grow as much as 2' in a single year). Roots can be very invasive, berries are poisonous, leaves are toxic for humans and dogs, fatal for equine.

Wax Myrtle – Size 15' – 20' tall. Not considered poisonous or toxic but can cause mild allergens. Noninvasive root structure should be planted 15' apart.

Yaupon Holly – Size Mid 10'–30' tall x 8'-12' wide / Dwarf 4'-6' tall x 7'-10' wide – Noninvasive roots, berries are highly toxic to humans, dogs, and cats. It will not kill them, but recovery is long.

SUMMER WOOD TOWNHOMES
ARCHITECTURAL APPLICATION FOR CHANGE/REVIEW

EXHIBIT C (2023)

Freedom Grab and Go 32-in W x 46-in H White Vinyl/Polyresin Outdoor Privacy Screen

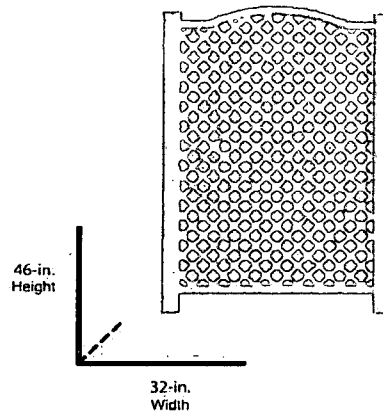


Exhibit D (2023)

Resin Edging 60-ft Black Plastic Landscape Edging Roll



SUMMER WOOD TOWNHOMES
ARCHITECTURAL APPLICATION FOR CHANGE/REVIEW

WAIVER

EXHIBIT E (2023)

WE WOULD LIKE TO SEE IF ANY OF THIS IS LEGAL. WE WOULD NEED TO MAKE SURE THE POA IS NOT HELD ACCOUNTABLE FOR ANY TYPE OF DAMAGE OR LIABILITY.

All work must be done by an approved vendor (an approved vendor must be licensed, bonded and insured for such work).

The Homeowner must agree to make any repairs or damage to roof or siding resulting from said satellite removal.

The Homeowner is required to sign a waiver releasing the POA from any resulting damages the dish has caused and will assume all liability for any injury resulting from the removal of the dish.

The Homeowner is held accountable for the cost of any needed repairs.

The removal of a satellite dish by the Owner's contractor must include the repairs to the roof and siding as well as any resulting damage or injuries.

EXHIBIT E

AGREEMENT, RELEASE AND WAIVER-SATELLITE DISH

Certain Units at Summer Wood Property Owners Association, Inc. ("Association") have satellite dishes, antennas or similar devices ("Dish" or "Dishes") installed on the roof, some of which were or may have been installed by prior owners. As used herein, the term "Dish" or "Dishes" shall include the device and its attendant system and parts, including without limitation, brackets, fasteners, wires, cables, etc.

The Association has a vendor it employs to remove Dishes ("Dish Removal") upon request from an owner, the costs of which are borne solely by such Owner. However, some owners have requested to be able to select and use their own vendor ("Owner Vendor") to perform such removal, with all costs still borne solely by the requesting owner. The Board of Directors ("Board") has resolved that an owner may elect to use an Owner Vendor upon the full execution and delivery to the Board of the within Agreement, Release and Waiver ("Agreement"), along with such owner's compliance with the requirements herein, and such owner's full assumption of all risk and liability.

For and in consideration of the covenants and conditions herein contained, other good consideration, and in consideration of being permitted to use the Owner Vendor for Dish Removal, on behalf of myself, my family and heirs, _____ ("Owner"), hereby expressly:

A. agrees that any such Owner Vendor shall be is satisfactorily licensed, bonded and insured, as determined by the Board in its discretion and that Owner or the Owner Vendor shall obtain and maintain any and all such permits and approvals ("Permit") from any applicable governing entity and utility as may be required, and Owner shall provide to the Board satisfactory evidence of the same simultaneous with Owner's written request to use such Owner Vendor;

B. agrees that no work shall be permitted to commence and shall not commence until after Owner has received this Agreement fully executed by the Board (or its designee) which shall confirm that Dish Removal may commence, and any required Permit. Owner hereby further expressly agrees that the Dish Removal shall timely commence and shall be timely completed;

C. agrees to assume any and all risks related to or arising out of Owner Vendor and/or the Dish Removal;

D. releases, covenants not to sue, discharges, indemnifies and holds harmless the Association, its employees, officers, directors, agents, property managers and representatives ("Released Parties"), of and from any and all claims, judgments, losses, damages, costs or expenses (including, without limitation, attorney's and paralegal fees), or other liability claimed, imposed or incurred (including without limitation, for property loss, personal injury and/or death) in connection with or arising out the Owner Vendor and/or the Dish Removal;

E. understands, acknowledges and agrees that Owner's assumption and agreements in Sections C and D above absolves the Released Parties from any claim of any kind whatsoever arising out of or related to the Owner Vendor and/or the Dish Removal;

F. acknowledges, warrants and agrees that this Agreement: 1) shall act and operate as a full and complete release any and all persons and entities, whether or not expressly named or described herein, from any and all liability on account of the acts and things above set out; 2) shall cover all injuries and damages, known or unknown, including those claimed hereafter, regardless of whether the injuries or damages are more serious or different than now known or understood to be; 3) shall not be subject to any claim of mistake of fact; 4) is intended to be as broad and inclusive as permitted by the laws of South Carolina; 5) contains the full and complete agreement between and among them and supersedes all prior agreements and there are no oral or implied agreements not specifically set forth herein in this Agreement; 6) shall not be subject to any claim of mistake of fact; 7) shall be binding upon and inure to the benefit of the parties and, as the context permits, each of their respective successors, assigns, heirs, executors, administrators, personal representatives and beneficiaries; 8) may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument; and 9) may not be modified, rescinded, terminated or amended, in whole or in part, except by written and recorded consent of the parties hereto. Owner further expressly acknowledges, warrants and agrees that: if any portion of this Agreement is found to be invalid, the remainder shall continue in full legal force and effect; and Owner has read and fully understands this Agreement, and is executing it voluntarily and free of any duress.

THE PARTIES EXPRESSLY WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING (INCLUDING CROSS-CLAIMS AND COUNTERCLAIMS), WHETHER AT LAW OR IN EQUITY, BROUGHT BY ANY PARTY AGAINST THE OTHER(S) ON MATTERS ARISING OUT OF OR CONNECTED TO THIS AGREEMENT, THE OWNER VENDOR AND/OR THE DISH REMOVAL.

Additionally, upon any demand, claim or action (whether or not suit is commenced or judgment entered) resulting from, arising out of or in any way connected with this Agreement, the Owner Vendor and/or the Dish Removal, in addition to all other sums and relief available to the prevailing party, the prevailing party shall recover from the non-prevailing party all expenses, fees and/or costs, without limitation, attorneys' and paralegal fees.

The parties have duly executed this agreement as of _____, 20__.

OWNER:

Summer Wood Property Owners
Association, Inc.

Signature
Print Name: _____
Unit Address: _____

By: _____
Its: _____

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Karen Hollings, Register of Deeds Charleston County, SC		

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SUMMER WOOD POA

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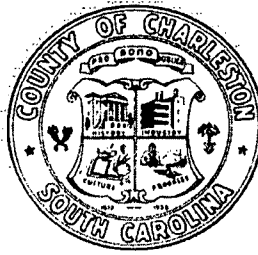


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