

SPENCE'S POINT

Condominiums at Lake Murray

Rules & Regulations

2016

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INTRODUCTION

The Rules and Regulations of Spence's Point Council of Co-Owners are for the purpose of covering the major requirements and information for prospective purchasers or new owners of a condominium in this Association. New Owners shall be deemed to include the masculine, the feminine, the neuter, and the singular and the plural whenever the context requires or permits throughout this document. For more complete information, new owners may wish to read the full Covenants, Conditions and Restrictions as amended, available to owners on the Association Web Site.

Section 1. FINANCIAL OBLIGATIONS

- A. The Association, through its Board of Directors and Management, enacts an annual budget for the projected income and operating expenses. To meet the projected expenses, the Board sets monthly regime fees for all unit owners, and may only increase these fees by a maximum of 15% per annum. Any increase above that percentage must be approved by a minimum of two thirds of the owners representing the total number of units in the Association.
- B. The Board makes a concerted effort to fund Association expenses through the monthly regime fees. On occasion however, the Board has presented to the owners, the need for a special assessment for unexpected repair costs. Any such proposed assessment must be approved by a minimum of two-thirds of the owners representing the total number of units in the Association.
- C. Monthly regime fees are due on the first day of each month. Fees not paid within ten (10) days of the due date shall be assessed a late fee of \$25.00 and such fees will continue to accrue monthly until the full amount due and owing is paid. Regime fees are to be paid to the management company specified on the Cover Page of this Rules and Regulations.
- D. The Board of Directors ~~shall~~ ^{may} bring an action at law against the owner personally or jointly and severally, obligated to pay the

same, and/or foreclose the mortgage securing the obligation to pay regime fees and assessments. No owner may waive or otherwise escape liability for the regime fees/assessment by non-use of the common area or abandonment of his or her unit. The Board may also limit privileges until fees are current.

- E. Please see other sections of these Rules and Regulations, which may refer to additional financial obligations under certain usages or conditions.

Section 2. INDIVIDUAL UNITS

- A. No part of any unit shall be used for other than residential purposes, without specific written permission of the Board of Directors.
- B. No unit may be subdivided into a smaller unit
- C. No units may be combined to make one or more larger units ?

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Section 3. PROCEDURES WHEN SELLING A UNIT

When offering to sell a condominium at Spence's Point, the seller is required to provide the buyer, either directly or through his real estate agent, a copy of the Spence's Point Rules & Regulations, current edition. Prior to the close of the purchase, the buyer must acknowledge that he has read, and agrees to abide by, these Rules and Regulations, with any amendments that may be enacted by the authorized means in the future. (A form for this may be obtained from Management or downloaded from the Spence's Point Web Site).

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Section 4. PROCEDURES WHEN LEASING A UNIT

- A. An owner, as a Lessor of a condominium at Spence's Point, must include with the lease, a signed statement by the Lessee, that he has read, and agrees to abide by, the Rules and Regulations of the Association. A copy of this signed statement (form may be obtained from Management or on the Web Site), must be submitted to Management within ten (10) days of the lease execution.

The signed statement by Lessee does NOT absolve the owner/Lessor of responsibility for the Lessee's conduct in accordance with the Rules and Regulations. Notification by the Board or Management to the owner/Lessor of any infraction of the rules by the Lessee, must be corrected and resolved in a timely manner or the owner/Lessor will be subject to a fine.

For the owner/Lessor's protection, the lease should contain a clause that if a Lessee's behavior results in disciplinary action by the Board against the owner/Lessor, the Lessor has the right to terminate the lease.

- B. Lease Term. Any lease of a unit at Spence's Point must be for not less than six (6) months. The Lessor must provide Management with the name, phone number, e-mail address, and vehicle license numbers owned or leased by the Lessee, within ten (10) days of the lease execution.
- C. An owner, as Lessor, may not lease or rent individual bedrooms in a unit, or subdivide a lease for less than an entire unit.
- D. If the owner retains a management company as its agent, it must provide Spence's Point Management with the name and contact phone number for the management company representative. The owner/Lessor must also notify our Management of any changes in this regard.

Note: It is important to understand that as a Lessor, it is your sole responsibility to insure that your Lessee abides by the Rules and Regulations of Spence's Point, and that any failure to do so may result in action (including fines) against you as the Owner and Lessor. The Association therefore urges all owners contemplating the lease of a unit to exercise due diligence in the selection of a Lessee.

Section 5. ALTERATIONS AND IMPROVEMENTS

No owner or resident shall erect any building, fence, wall or other structure, nor make any interior or exterior additions or alterations without the permission of the Board of Directors. Requests to make such changes or additions should be submitted to the Board and should include all plans and specifications of the addition or alteration. No changes shall be made in color, stain or paint of any part of the exterior structure or doorways without specific pre-approval by the Board. Any change or replacement of windows or sliding glass doors may not be done without pre-approval by the Board. A form specifying modifications the Owner wishes to make can be found on the Website, or from Management.

Section 6. COMMON AND LIMITED COMMON PROPERTY

- A. No structures or appurtenances such as a trailer, dog house, tent, treehouse, outbuilding, playground equipment or fence shall be placed on the common property either permanently or temporarily except as the Board may authorize in writing.
- B. Exterior television and radio antennas are currently prohibited on the common property.
- C. Only authorized maintenance personnel may adjust sprinkler valves, pool equipment, or other common area equipment.
- D. Condominium property may not be removed by any resident. Such property includes but is not limited to pool furniture, maintenance equipment and tools.
- E. Bicycles, scooters, bicycles, carriages, toys, kayaks or other such portable items shall not be allowed to stand on or below any portion of the common area; this includes stairwells, walkways, lawns, sidewalks and streets. All such items must be contained within the owner's storage closet, within the unit, or other available storage units.
- F. Skateboarding IS NOT ALLOWED anywhere on the property.
- G. A unit owner is responsible for any damage the unit owner or its lessee may cause to any common area, as well as to the property of another unit owner, caused by the owner, his guest, children, tenants or pets. Repairs or replacement shall be the responsibility of the owner causing the infraction. No wipes, baby wipes, diapers, feminine hygiene products, floss, Q-tips, cotton balls, pills, paper towels, or cigarette butts are to be flushed down the toilet. No grease is to be flushed down the toilets or poured down the sinks or drains. Damage for repairs caused by this to the unit and the entire structure will be assessed to the owner.
- H. Outdoor or Patio Grills. Use of any charcoal, wood, or gas grill or any other kind of open flame appliance is strictly prohibited. No open flame grills of any type are allowed. Electric grills are permitted. Propane grills are available for use.

at the cabana. Violations can result in a ~~\$1,092~~ citation issued by the County of Lexington, plus a fine by the Spence's Point Board of Directors.

I. Homeowners may occasionally want to beautify the areas adjacent to their homes, consistent with the landscaping. Note, however, that the addition of plants, shrubs, and trees requires written permission from the Board of Directors prior to any such planting. Plants and trees on the common property shall be maintained by the Association. No Plant, tree, or shrub may be removed except by permission of the Board.

J. Trash should be bagged and placed in the proper receptacles. Trash should not be left in the walkways or stairwells of the buildings, even for short periods of time. The dumpsters should be used only for the normal type of trash generated on a regular basis by residents. Any construction materials like lumber, bricks, concrete, shelving, doors, carpet, padding, windows, piping or any commercial or construction type of debris should be hauled off the premises by owner or their contractors, and not placed inside the dumpsters or on the ground beside them. The following items are NOT to be disposed at Spence's Point Dumpster, but should be delivered to Lexington County's Recycle Center on Landfill Lane:

~~ALUMINUM CANS~~ ?

ANTIFREEZE Limit 5 gallons.

BATTERIES (car, truck, boat and lawn mower batteries)

CARPET (no commercial-grade carpet)

CARPET PADDING AND FOAM RUBBER is accepted at all centers EXCEPT Chapin and Hollow Creek Collection and Recycling Centers.

CARDBOARD, CORRUGATED COOKING OIL, USED

ELECTRONICS (e.g., computers, monitors, televisions, printers, stereo equipment) Limit five items per day. Call for most current collection opportunities.

FLUORESCENT BULBS Lengths up to 4 feet are accepted at collection centers. **GLASS JARS AND BOTTLES** (clear, green, brown)

MATTRESSES AND BOX SPRINGS

METAL, SCRAP (e.g., washers, dryers, stoves, grills, bicycles)

~~NEWSPAPER, INSERTS, MAGAZINES, TELEPHONE BOOKS AND UNWANTED MAIL~~

~~OFFICE PAPER~~

OIL BOTTLES AND FILTERS

OIL/GASOLINE MIXTURES

PAPERBOARD (e.g., cereal boxes, shoe boxes) Put paperboard in the cardboard container at collection centers.

PLASTIC BOTTLES, JUGS, JARS AND OTHER CONTAINERS (including butter tubs, yogurt cups, microwaveable trays as well as milk and orange juice cartons)

PROPANE TANKS

REFRIGERATORS, FREEZERS AND FREON TANKS*

STEEL/METAL CANS Place in the scrap metal container at collection centers. TEXTILES (e.g., clothes, shoes, sheets)

TIRES** Limit four per household per day. Tires are accepted at Ball Park, Bush River, Chapin, Sandhills, Southeast and Summit Collection and Recycling Centers.

USED MOTOR OIL (plus heating oil, gear oil, diesel fuel, fuel oil and keorsene)

WOOD WASTE, CLEAN (e.g., branches, stumps, clean lumber, pallets) Wood waste is accepted at Ball Park, Bush River, Chapin, Edmund, Sandhills and Southeast Collection and Recycling Centers.

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Infractions of this rule subject the owner to a substantial fine.

K. Use of fireworks anywhere on the property at any time is strictly prohibited.

L. Quiet hours are from 8 PM to 10 AM and will be strictly enforced.

Section 7. SWIMMING POOL AND CABANA AREA

- A. The Pool and the Cabana are for the exclusive use of Spence's Point residents and their guests. Residents shall be responsible for any use of the facilities by their guests, and must accompany them. Use of the pool is at the swimmer's own risk, and the Spence's Point Council of Co-Owners is not responsible for individuals using these facilities. A pool monitor may be provided as the Association determines.
- B. Quiet hours will be in effect at the pool & cabana after 9:00 pm on Sunday through Thursday, and after 10:00 pm on Friday and Saturday. This means music, conversation, noise, etc must be kept at such a minimal level that it cannot be heard from the walkways leading to the pool & cabana. Invited guests must be accompanied by the resident at all times and must exit the pool & cabana area by 9:00 PM Sunday through Thursday and 10:00 PM Friday and Saturday.
- C. Security. In order to maximize security, each Spence's Point unit is issued one (1) key to gain access to the pool. This key should not be loaned to anyone. If your key has been lost and you need a replacement key, there will be a \$50 charge. Replacement keys may be purchased from the property management company;
- D. Each resident (owner or renter) should be prepared to offer identification upon request, whenever visiting the pool/cabana area. Residents may have up to five (5) guests in this area at one time.
- E. Reservation for special event: If the owner wishes to have an event that will involve more than five (5) guests, the owner must complete a reservation request form (available on the HOA Web Site or from the management office) and submit the completed form a minimum of two (2) weeks prior to the event to the Board. If the Board approves, this does not exclude other owners/residents from using the facilities. It simply authorizes tthe applicant to exceed the five guest limit.
- F. The owner should provide additional seats for a larger group.

- G.. The facilities must be cleaned immediately following the event. All trash must be disposed of in the main dumpster by the tennis court. Upon concluding an evening event, lights should be turned off and the gate closed.
- H. Children under the age of 14 must be accompanied by an adult.
- I. Glass containers of any kind, including bottles, glasses, and bowls, are not allowed in the pool/cabana area except in the kitchen.
- J. Animals are not permitted at the pool/cabana area.
- K. The volume of radios, boom boxes, tablets, smart phones, etc., must be kept low enough so that the sound does not disturb others at the pool. Use of headphones is strongly suggested. In addition, offensive or «adult» music or lyrics are not permitted in the common areas or at the pool.
- L. The use of all tobacco products, as well as vaping, is prohibited.

Section 8. FIREPLACES

Under no circumstances will anything but propane gas through existing lines be allowed to be burned in any fireplace. No wood or any synthetic material, such as Duraflame logs, or any other flammable material is permitted under any circumstances. Violation of this policy will result in a substantial fine and notification to the County of Lexington Fire Department.

Section 9. BOATING AND DOCK POLICIES.

- A. The Rules and Regulations of the South Carolina Wildlife and Water Commission for boat use are adopted and included in these rules.
- B. There shall be no swimming from the boat dock area except for repairs to docks and boats. Swimming is only allowed by the designated "Swim Dock" located in front of buildings 8 & 9.
- C. Children under the age of 14 must always be accompanied by an adult (16 years of age or older).
- D. No one is allowed on any boat without the owner's permission. DRIVING a boat or parking in an assigned slip without the owner's permission is considered criminal trespass.
- E. No running is permitted in the marina area. This includes docks, ramps, walkways, etc.
- F. Boat slips are limited common elements. The Boating Committee is authorized to make all boat slip assignments, subject to the oversight of the Board of Directors.
- G. Delinquent Fees: If an owner is delinquent for two consecutive months for having unpaid regime fees, special assessments, late fees, fines, slip or dry storage fees, the owner will lose the boat slip privilege and the slip will be reassigned by the Boating Committee. When the delinquent owner under this section becomes current on all delinquent fees, and wishes to enter a new lease for a slip, he will be placed on the waiting list for a new slip assignment.
- H. Boat slip assignments are made on a chronological priority system utilizing the receipt of applications. An application must be filled out completely before the owner's name is placed on the waiting list. These forms are available through the Website or from the Boating Committee. Only home owners will be placed on the waiting list. Renters wanting a slip must have the respective

home owner complete the application.

- I. Only one slip may be assigned per unit unless otherwise approved by the Board of Directors.
- J. All lease contracts must be executed, and fees paid by, the owner of the unit for which the lease is written.
- K. All boats and watercraft placed in the Spence's Point Marina must be in a safe and operable condition so as to pass a U.S. Coast Guard or S.C. Wildlife safety inspection. The owner of any boat or watercraft deemed inoperable, unsightly, or in disrepair, shall, upon notification, be given two (2) weeks to remedy the situation, or is subject to the loss of the assigned slip.
- L. Upon the issuance of a Hurricane Watch by the National Weather Service, all owners should immediately remove their boats from the marina, and place them in dry storage or outside Spence's Point premises until the Hurricane Watch has been lifted. Any damage caused to the docks, lifts, or other parts of the common area by the boats not removed from the marina under this section, will be the responsibility of the lessee for that slip.
- M. Boat slips are under lease, and any trespass upon a lessee's slip is unlawful. Parking in a lessee's assigned space or interfering with his access to or from it is strictly prohibited, and the boat may be towed at the violator's expense
- N. Any boat trailer parked illegally in the parking lots or on the landscape within Spence's Point will be towed at the owner's expense.

Section 10. DRY STORAGE

- A. The dry storage area is located behind the tennis court. This area has been designated for the storage of boats, trailers, personal watercraft, etc., that have been duly registered by lease with Spence's Point. The Board of Directors will designate which committee is responsible for handling lease arrangements.
- B. Space Assignments are made on a chronological priority system utilizing the receipt of applications
- B. All boats, trailers, personal watercraft, etc., must meet the same requirements as those docked in the marina, including current registration. The owner of any vehicle, trailer, etc., not meeting this requirement will be notified to meet this requirement or his dry storage lease ~~will~~ ^{may} be cancelled.
- C. Only one space per unit owner may be assigned in the Dry Storage area, unless otherwise approved by the Board of Directors.
- D. Any item or vehicle parked in the dry storage area or any watercraft in the marina, may be moved by the Boating Committee, if the owner is not able to be contacted, and if considered to be necessary or in the best interests of the Spence's Point Home Owners Association.

Section 11. PETS

- A. Household pets only may be kept by a resident in his unit, provided they are not kept, bred, or maintained for any commercial purpose, and do not endanger the health, or safety of any resident nor at the sole discretion of the Board of Directors, unreasonably disturb any other resident.
- B. Dogs on the common property, must always be on a leash, and must be under the direct and absolute control of the owner or handler. They are not permitted to run freely on the premises.
- C. Pets are not permitted within the pool/cabana area at any time.
- D. Dog owners are responsible for assuring that their pets attend to their natural needs along the fence perimeter or in the wooded area. Owners are absolutely required to use "pooper scoopers" or/and "bags" to clean any area fouled by their dog, on any lawn, landscaped, or asphalt areas of the premises. As your Association wants to maintain its common areas for the enjoyment of all residents, violations of this section particularly, will result in significant remedial action by the Board of Directors, including the imposition of a substantial fine.
- E. Any resident who keeps or maintains any pet shall be deemed to hold free and harmless the Spence's Point Homeowners Association, and each of its residents from any loss, claim, or liability of any character whatsoever arising by keeping or maintaining such pet.
- F. The Board may direct the pet owner to remove the pet from the premises if an owner is in repeated violation of the rules or if a pet is deemed potentially dangerous.

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Section 12. PARKING

- A. The parking area is for residents and guests only.
- B. Each Spence's Point unit has been assigned one numbered parking space. Any resident with more than one vehicle or any guest visiting the property may park only in the unassigned (un-numbered) spaces. Any vehicle not parked inside the designated parking space lines, or occupying more than one space, or blocking access to or from another parking space, is subject to being towed at the owner's expense.
- C. Only passenger vehicles or motorcycles may be parked in this area.
- D. Parking spaces may not be occupied by vehicles not in working condition, nor may they be used for the repair of vehicles. All vehicles must have current license tags and registration.
- E. Boats or trailers may not be parked along the street, the entrance to the boat ramp, or in any other location outside the dry storage area.
- F. Any vehicle parked in violation of any of the above provisions is subject to being towed at the owners expense.

Section 13. GENERAL

- A. Lawful use. No immoral, offensive, or unlawful use shall be made on any part of Spence's Point premises, and all valid laws, zoning ordinances, building codes, and regulations of all government agencies having jurisdiction, shall be strictly observed.
- B. Nuisances. No nuisance shall be permitted on condominium premises, nor any use or practice that is the source of annoyance to residents, or which interferes with the peaceful possession and proper use of the property by its residents
- C. All areas of Spence's Point shall be kept in a clean and sanitary condition, and no rubbish, refuse, or garbage shall be permitted to accumulate, nor any fire hazard to exist.
- D. In Emergencies, the Board of Directors has the right to enter any unit without an owner's permission.
- E. No resident shall permit clothes, towels, or any other item of personal property to be hung, draped, or otherwise displayed on the unit's windows, or railings outside the unit for any purpose which would allow such items(s) to be viewed by another resident or guest.
- F. Employees. No owner or resident shall attempt to engage, direct, supervise, or in any manner assert control over any person employed by, or under contract with, Spence's Point Homewowners Association, without specific permission of the Board of Directors.
- G. Soliciting. Door-to-Door soliciting on the premises is prohibited.
- H. Complaints. Complaints about other residents or guests, common area violations, pets, parking, etc., must be made in writing and sent to the Board of Directors, or Property Management. Details, and names of offending parties should be included in the written complaint. The identity of the resident initiating the complaint will not be divulged unless absolutely necessary. Phone calls or anonymous written complaints will not be investigated. All written and signed complaints will be investigated and, if warranted, necessary action taken.

- I. Right to impose fines and/or expenses. The Board of Directors may impose fines and charge expenses incurred by the Association to a unit owner for failure to comply with these Rules & Regulations. This applies also, if applicable, to the unit owner's tenant or guest. In all except emergency issues, the Board deals only with the unit owner, who is totally responsible for any violations by himself, his tenant, or guest(s).

- J. Signs. No signs of any type may be erected, posted, or displayed in, from, or about any unit, or common and limited common area, without the prior consent of the Board of Directors, and under such restrictions as may be established.

Section 14. CONCLUSION

- A. The Board of Directors, in addition to the foregoing Rules & Regulations, and in its sole discretion, is empowered to address, and take actions from time to time, which it deems expedient and wise. This includes making amendments to the existing Rules & Regulations, any of which will be transmitted to all current owners.
- B. From a reading of these Rules & Regulations, we want to emphasize that the Board, nor any of its committees, cannot be "on duty" at all times as "enforcers," and that is not our desire or intention. Only you, the owners and residents, can eliminate the need for enforcers, with its accompanying expense, by making a genuine and sincere effort to understand, and abide by, these Rules and Regulations.
- C. Our intention is not to create or impose undue burdens on the residents of our community. We are committed to the application of the Rules & Regulations in a manner that is both fair and consistent. We know that there will be occasions when the legitimate needs of our residents may not be accommodated by the strict adherence to the rules as written. We urge you to notify us in such circumstances, and you will find that the Board is dedicated to finding solutions to unusual or temporary needs that may arise.
- D. We also encourage residents to communicate with the Board in writing regarding any situation they feel has not been adequately handled through normal channels. Please understand that we are all volunteers, and we expect the day-to-day problems that will arise in any association, to be communicated to, and addressed by, our Association management. To put it candidly, Board members are not to be used as a "call center" for every issue that may surface. That is why we engage a management company or on-site manager. If a problem exists that you feel has not been adequately handled through normal channels, or is of such magnitude or urgency that you feel it must go directly to the Board, a phone call or e-mail to the President or Secretary is acceptable, but in all other situations, we expect you to communicate with Management. For emergencies that require immediate attention, such as disorderly individuals, disruptive or criminal behavior on the property, residents should not hesitate to contact the Lexington County Sheriff's Department, or call 911

Lexington Sheriff's Department (803)785-2521

We hope this information has been helpful and informative, and we ask for your cooperation and assistance in making our community the kind of place we all want to call "HOME."

I/We acknowledge receipt of the Spence's Point Council of Co-Owners Rules and Regulations, and agree to be governed by its contents as contained herein and future amendments when so notified.

Co-Owner: _____ Date: _____

Co-Owner: _____ Date: _____

Lessee: _____ Date: _____

Lessee: _____ Date: _____