



Islands of Beaufort Homeowners Association

PO Box 1225 • Beaufort, S. C. • 29901 • 843-524-2207 x 229

September 30, 2008

This advises you of an update in your Association's Rules and Regulations including revisions to our enforcement processes. Please take a few moments to familiarize yourself with the attachments. Effective October 1, 2008, the Board has directed Management to begin operating in accordance with these materials.

Background

In the President's letter last October and at the subsequent Annual Meeting, the Directors explained that they try to operate the Islands on a personal responsibility basis - expecting Members to understand and voluntarily obey the Association's Covenants and Rules regarding the maintenance of homes/ properties and Members' personal conduct within the Islands. We explained that the cumulative effect of small violations, uncorrected, diminishes the Board's ability to legally enforce the Covenants and Rules. In the President's letter we shared a list of typical violations that, in many instances, have not been corrected to date, even after sometimes, repeated requests from the Board. Even minor violations result in multiple complaints to the Board and frustration among the membership when problems are unresolved. Regrettably, our preferred reliance on individuals to act with mature consideration toward their neighbors and protect their Association is not working.

Rules and Enforcement

After extensive analysis and debate, the Board has prepared the enclosed, revised Community Rules. For the most part, these rules clarify wording from the original document. However, in several instances the Rules have been expanded to reflect recent operating experience. In our opinion, there should remain little reason for anyone reading these Rules and the Covenants, in good faith, to have a misunderstanding of the Association's intent or their responsibilities. The Association is empowered to establish such Rules by the Covenants, which are available to you on the Community website (<http://www.islandsofbeauforthoa.com>).

The Board has directed Management to institute the following compliance procedures:

1. Management or a member of the Board of Directors will review every property within the Islands for violations on a 2-3 times per month basis and/or when written complaints are filed with Management (kathy@bundyinc.com).
2. Effective September 1, 2008, if a violation is observed Management will immediately send a violation notice by registered mail and a follow-up notice by regular mail.
3. The Board shall, at its discretion, establish reasonable periods by which violations must be corrected. In general these will be, but are not limited to:
 - a. Safety, parking and minor appearance items - Immediately
 - b. Other violations, depending on the impact on the comfort and enjoyment of their property by neighboring Members' - Three to Seven Days
 - c. Violations requiring contracted services to correct- Thirty days.
4. On first warning, violations that are not corrected within the required time period shall result in a fine to the Member. Continuing or subsequent violation of that rule by the Member shall result in an immediate fine with notification to follow.

Note - Regardless of whether a fine occurred after the first violation notice, the Board believes that after a Member has been notified of a rules violation and his/her responsibility to comply, there should be no need for subsequent notifications. Observed repeat violations will result in an immediate fine.

5. Management will record all compliance actions in a Violations Log and copies shall be distributed to the Directors with their monthly meeting materials.
6. A Member may appeal findings of violations and fines at the next regularly scheduled Directors' meeting following the date of the violation. Members having unique circumstances resulting in a violation may request delayed action or alternative resolution by writing to the Board within seven days of the violation notification. Alternative action shall be at the sole discretion of the Board.
7. Where determination of a violation shall be the result of differing interpretations of the meanings of words or phrases, the meaning assigned by a majority of the Board of Directors shall hold.
8. All reasonable and necessary legal fees associated with resolving a Member's violation and collecting unpaid fines shall be the responsibility of the Member. The Association's existing procedures for collection of debts shall apply to these procedures.

Board of Directors - Islands of Beaufort Homeowners Assn.

Alan Dechovitz - President

Henry Potts - Vice President

Keith Bass

Judith Walker

Gerry Shaw

cc: Melissa Helms-Estes
Bundy Property Management

ISLANDS OF BEAUFORT

Association Rules

*Adopted by the Board of Directors pursuant to the
Declaration of Master Covenants*

Revised October 1, 2008

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BACKGROUND

These Rules clarify community norms which are necessary to ensure the enjoyment, safety and welfare of all members of the Association. Effective September 1, 2008, these Rules replace the original Rules published by the Board of Directors (Board) in October 2003. The cover letter transmitting these Rules and the enforcement procedures outlined in that letter are considered part of these Revised Rules. Members should familiarize themselves with all these materials.

ASSOCIATION RULES

- 1) All property within the Islands of Beaufort (IOB) must be maintained, by the owner, in a safe, neat and orderly condition.
- 2) The IOB incorporates several clearly designated statutory wetlands, easements and environmental areas. Before undertaking any activity in these areas, members must contact Bundy Property Management to ensure that the planned activity is consistent with the Association's legal obligations.
- 3) Members must park their car(s) entirely within the confines of their paved driveway and/or garage. Parking on yards, sidewalks, car lawns, common areas, and/or vacant lots is expressly prohibited unless necessary to accommodate construction/service/delivery vehicles, facilitate a significant one time event, and/or accommodate a special circumstance previously communicated to Management or the ARB. Cars may not be parked so as to impede the normal use of sidewalks that may cross a driveway. Members are responsible to ensure that their visitors and guests abide by this rule, or if visitor/guest parking is unavailable in the homeowners' driveway, then they are to ensure that visitors/guests park only on the street and not on sidewalks, car lawns, common areas and/or vacant lots. Cars generally refer to automobiles, SUVs, and light duty non-commercial vans and trucks.
- 4) Items such as, but not limited to, boats, utility trailers, tractors, house trailers, motor homes, sports equipment, jet skis, motorcycles, vehicles (other than cars as defined above), and golf carts may only be stored within the Member's closed garage or outside the Islands of Beaufort. Such items may be parked in the driveway for short periods to facilitate loading and unloading prior to immediate removal to their storage location.
- 5) No panel, commercial, and/or tractor trucks or trailer shall be parked in a driveway or on the streets except where necessary to accommodate construction activity. All construction parking shall be in accordance with an approved ARB marshalling plan. Placement of a dumpster, materials, job johnny, and construction parking to facilitate interior remodeling requires ARB approval.
- 6) Members contemplating changes to existing structures, landscape plans, and significant trees and/or placement of play structures, tanks, antennas, enclosures, fences or other accessory structures on their property must comply with the ARB procedures and guidelines. These materials are available from Management and on the Community website.
- 7) Pet owners shall not allow pets to roam unattended but shall either leash their pets or have them under voice control. Pets shall not encroach on the safe and quiet enjoyment of all members. Pet owners are responsible for the immediate removal of pet feces.
- 8) Members must comply with the published Rules concerning the use of the Clubhouse and amenities by themselves, their dependents and guests. Rules for the Clubhouse, Pool and Gym are posted in these areas. Procedures for reserving use of the Clubhouse for private functions are available from Management and on the Community website.

- 9) Leaves, lawn and garden debris blown into the street by owners or their yard service must be swept immediately. Dumping of yard waste on common property and vacant lots is prohibited.
- 10) The BOD has established special procedures for real estate signs, open houses and property lease/rentals. These materials are available on the website and from Management.
- 11) Uninstalled landscape and building materials must be removed from street and neighbors' view within 30 days of completion of any ARB approved project. Smaller projects should be completed in a timely fashion (typically one week) and the materials installed or removed from view.
- 12) No owner shall allow hanging of laundry outside their residence, on balconies or terrace railings.
- 13) Garbage and recycle containers must be stored inside or in an ARB approved screening enclosure except during collection days. The City requires the following: "All household garbage to be collected by City personnel must be placed in disposable, plastic garbage bags or some other disposable container and placed in the roll cart provided by the City. The roll cart is to be placed inside the curb or drain ditch line of the street near the front property line of the premises, no earlier than 5:30 a.m. nor later than 7:30 a.m. on those days designated for residential collection, and must be removed no later than 7:30 p.m. on the designated collection day."
- 14) No lot or home may be used for commercial purposes other than a home office or studio.
- 15) The BOD periodically causes all vacant properties to be reviewed to ensure that no unsafe and/or unsightly conditions exist. Members who have been notified of such a condition on their property must correct said condition in a timely manner and notify Management when the work is complete. Management shall confirm that the cited condition(s) have been corrected.

Enforcement

Lack of enforcement of these Rules whether by accident, lack of knowledge, or temporary exception does not render the Rules unenforceable. Where there appears to be a conflict between these Rules and the Covenants, these Rules shall be taken to be the current and binding interpretation of the meaning of the Covenants, and thus, shall be enforceable. These Rules are published as permitted by the IOB Covenants which were filed in October, 1999. The Board has confirmed that there were no closings within the IOB prior to that date and thus every property is bound by the Covenants and these Rules.

All members of the Association are expected to comply voluntarily with these rules. However, the BOD is empowered to levy whatever fines and/or take whatever legal action it finds appropriate to achieve compliance with the Rules. Where safety issues arise, the BOD is empowered to enter upon any property to resolve a safety issue and/or to involve County and City safety services officials as the BOD deems it appropriate.

The Board will cause a periodic review of the entire Community by representatives of the Management Company and/or the BOD to determine if any violations of the Covenants and/or Rules exist. Once a Member has been warned of a Covenant or Rules violation, any future violation of that Covenant or Rule shall result in an immediate fine. **The further details of the enforcement procedures are provided in the cover letter to these Rules.** Fines may be any amount the Board judges necessary to achieve on-going compliance but will typically range from \$50 to \$250 for non-safety and \$1000 or more for safety violations plus any legal and administrative fees incurred. Unpaid fines shall incur late payment charges and carrying expense consistent with current Association practice. The Board also typically assesses an additional \$100 fine for unresolved debts 90 days past due.



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The materials below are referred to in Rule 10, above. As these materials are not yet available on the web site, this copy shall serve as Members' notification of these procedures when renting and/or leasing their homes in the Islands of Beaufort.

Lease/Rental of Islands of Beaufort Houses. No portion of a Member's House other than an entire house may be rented. All leases must be in writing and shall provide that the Association shall have the right to terminate the lease upon default by the tenant in observing any of the provisions of the Covenants, Bylaws, Rules and Regulations of the Association. A copy of the proposed lease must be delivered to the Association's property manager (Bundy Property Management) prior to occupancy by the tenant. The member/owner of the leased house shall be responsible to the Association to pay any claim for injury or damage to property caused by the negligence of the tenant and shall be responsible for any fine levied on the tenant for failure to comply with the Covenants, Bylaws, Rules and Regulations of the Association. Every lease shall be subordinated to any lien filed by the Association whether before or after such lease was entered into.

Eviction of Tenants, Occupants, Guests, and Invitees. To the extent permitted by applicable law, if any tenant or any person present in any house other than a Member of the Association/Owner and the members of his/her immediate family permanently residing in the house, shall materially violate any provision of the Covenants, Bylaws, Rules and Regulations, or shall create a nuisance or an unreasonable and continuous source of annoyance to other Members of the Association, or shall willfully damage or destroy any Association property or personal property of the Association, then upon written notice by the Association such Person shall be required to immediately leave the Islands of Beaufort. If such person does not immediately leave the Islands of Beaufort, the Association may, at its discretion, commence an action to evict such tenant or compel the Person to leave the Islands of Beaufort and, where necessary, to enjoin such person from returning, subject to the provisions of all applicable law. The expense of such action, including legal fees, will be assessed against the applicable member/owner and the Association may collect such assessment and have the same lien rights as for other fines and assessments as provided in the Covenants, Bylaws, Rules and Regulations. The foregoing shall be in addition to any other remedy of the Association. The Association shall provide notice to the Member/Owner of a leased house concurrently with any notices sent to the tenant. The right of eviction provided for in this Rule shall be inserted in every lease, but the omissions from the lease agreement of such right shall not affect the Association's right to evict as set forth herein.

