

# *ISLANDS OF BEAUFORT*

## **Association Rules**

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

*Revised September 1, 2015*

These Rules are effective September 1, 2015 and replace all previously published rules of the Islands of Beaufort Homeowners Association (IOB). They are necessary to ensure the enjoyment, safety and welfare of all members of the Association and to maintain a high quality aesthetically pleasing community.

Lack of enforcement, whether by accident, lack of knowledge, or temporary exception does not render them unenforceable. Any conflict or differing interpretations of these or the Covenants will be resolved by a majority vote of the Board of Directors and their decision will hold. 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 do not change or eliminate any provisions of the Bylaws or Covenants not covered here and are published as permitted by The Islands of Beaufort Homeowners' Association, Inc. Bylaws and Declaration of Master Covenants, Conditions and Restrictions. Every property in IOB is bound by the Covenants and these Rules.

All members of the Association are expected to comply voluntarily with these rules and to ensure their visitors and guests abide by them. However, the BOD is empowered to suspend member's privileges, levy fines and/or take whatever legal action it finds appropriate to achieve compliance.

### **Rules**

- 1) All property within the Islands of Beaufort (IOB) must be maintained in a safe, neat and orderly condition. It is the property owner's responsibility and such responsibility cannot be delegated.

Yards, lawns and gardens must be well maintained and kept free of debris. Lawns must be trimmed and well maintained. Leaves, grass clippings and other

debris are not to be blown into the streets or onto sidewalks but must be removed. Yard waste may be placed curbside the day before the designated pickup days but cannot be placed in vacant lots or community property and can not remain at curbside past the day of pickup.

- 2) Members or renters must park their car(s) entirely within the confines of their paved driveways or garages. Parking on yards, lawns, sidewalks, curbs and/or vacant lots is prohibited.

Parking on streets or common areas overnight is prohibited but can be granted by the Board under special situations on a temporary basis. Cars may be parked on streets on a temporary basis during daylight hours, but it is discouraged because of the need for emergency vehicles to navigate through our somewhat narrow roadways.

Parking for social or other events must be on only the same side of the street as the event. Do not park directly across from or within 20 feet of a driveway to allow residents access to their driveways. Parking at the clubhouse must be on the clubhouse side of the street. Vehicles must not impede traffic or normal use of sidewalks.

(Note: Cars generally refer to automobiles, SUVs, and light duty non-commercial vans and trucks)

- 3) Items such as, but not limited to boats, utility trailers, sports equipment (such as basketball backstops, trampolines, miscellaneous toys, etc.), motorcycles, scooters, jet skis, tractors, lawn equipment, house trailers, motor homes, golf carts, commercial trucks may only be stored within a member's garage or outside of IOB. Vehicles, trailers, boats, motorcycles, and motor homes may be parked in the driveway or street during the daylight for up to eight hours to facilitate loading, unloading, and cleaning. Such parking should not occur more than once per week. Under no circumstances shall any item parked in the street impede the access of emergency vehicles.

In the event it is necessary to accommodate construction/service/delivery or some other one-time event not covered above, the circumstances must be communicated to and approved by the ARB, Board of Directors or the Community's Property Managers. Placement of a dumpster, materials, porta john, and construction parking requires ARB approval.

- 4) New construction or changes to existing structures, landscape plans, trees, fire pits, docks, play structures, tanks, antennas, enclosures, fences or any other accessory structures must be approved by and comply with ARB procedures and guidelines.

Uninstalled landscape and building materials must be removed from the street and neighbors' views within 14 days of completion of any ARB approved project.

Smaller projects should be completed in a timely fashion (typically one week) and the materials installed and removed from view.

- 5) Pets shall not encroach on the safe and quiet enjoyment of all members or their guests. Owners shall not allow dogs to roam unattended and must be confined within the boundaries of the owner's property when not accompanied by the owner. Owner's property, under this rule, does not include sidewalks and confinement means restraint of the dog from leaving the owner's premises.

Dogs must be accompanied by the owner when not confined to their property and it is preferred that they be leashed. When not leashed dogs must be under voice control and within sight of the owner and not allowed to encroach on other member's property or their quiet enjoyment. Dog whistles or voice amplifying equipment should not be used as a substitute for voice control as they may disturb other pets within the community. Pet owners are responsible for the immediate removal of pet feces.

Pets are not permitted in the clubhouse or pool area.

Violations of this rule will be subject to the appropriate fines but may also call for a pet to be confined to the owners' property and/or be leashed at all times when not within the confines of their home.

Members, their dependants, and guests must comply with the rules concerning the use of the clubhouse and amenities. Procedures for reserving the clubhouse for private functions are available from Management and are on the community website. Renters may use community amenities but are not permitted to have guests or visitors use them unless accompanied by the renters.

- 6) Garbage and recycling 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." Garbage, recycling containers and yard waste can be placed at curbside after dark the day before the designated collection day and must be removed by 9:00 PM on the collection day. Yard waste consists of leaves, grass clippings and branches. It is picked up the same day as garbage and recycling. The City requires those items to be placed in plastic bags or bundles of less than 50 lbs. Bundles should be no more than 4 feet in length, tied together and weigh no more than 50 lbs.
- 7) Hanging of laundry outside the residence, on balconies or terraces is not permitted.
- 8) No lot, dock or home may be used for commercial purposes other than a home office or studio. Garage or yard sales are prohibited.

- 9) Real Estate signs are not permitted. Signs noting availability of properties and/or homes must comply with specifications established by the Board and available through Bundy Property Management. Open houses must be approved and scheduled through the Board. Open house signs will be permitted but may only be posted one (1) hour before the scheduled open house and must be removed within one half (1/2) hour of it's conclusion. Realtors must obtain a temporary gate code for visitors or make other special arrangements through the Board or Management.
- 10) Hurricane protection may be installed only after a hurricane advisory has been issued for the area and must be removed within fourteen (14) days of the storms' passing or permission to return to the area is given by the appropriate authority.
- 11) The Board will periodically review all homes and properties to ensure that no rules or covenants have been violated. Members who have been notified of such violation(s) on their property must correct said violation(s) in a timely manner and notify Management when the work is complete. Management shall confirm that the cited violation(s) have been corrected. If the member does not respond or correct the violation(s) the Board will authorize the correction and the member will be billed for all costs.
- 12) If members are delinquent in payment of assessments for any property, their privileges to use amenities, attend social events, meetings or other community activities or facilities are suspended. The Board may also suspend member's privileges as a result of not adhering to the Covenants and/or Rules and Regulations. Further details are covered under "Delinquency Policy."
- 13) Members are responsible to be in compliance with these rules. It is the member's responsibility to ensure all family members, guests, visitors, vendors, contractors, etc. are knowledgeable of and comply with them as well. The member is responsible and liable for any non compliance.
- 14) Lease/Rental of Islands of Beaufort Houses and Docks.
  - a. No portion of a member's house, other than an entire house, may be rented. Docks and/or lots can not be rented.
  - b. The term of any lease or rental agreement shall be for at least one year.
  - c. All leases or rental agreements 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.
  - d. A copy of the proposed lease must be delivered to the Association's property Manager (Bundy Property Management) prior to occupancy by the tenant.

- e. 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.
- f. Every lease shall be subordinated to any lien filed by the Association whether before or after such lease was entered into.

**15) Eviction of Tenants, Occupants, Guests, and Invitees**

- a. 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.
- b. 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.
- c. 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.
- d. 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.
- e. 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.

**16) Restricted Access**

- a. Construction sites and homes under construction are private property and may not be entered without permission of the owner or approved contractor. Only Board or ARB members are permitted to enter a construction site for purposes of compliance with our ARB guidelines.

- b. Deer Island has been established with a separate gate and access is for residents and their invited guests or contractors. Other members or individuals may not enter without permission for each occurrence. Only Board and ARB members or individuals on official IOB business are permitted. Ongoing access to others must be approved by the Board of Directors.

## Enforcement

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

1. Management or the Board of Directors will review every property within the IOB for violations periodically and/or when complaints are filed with the Board ([islandsofbeaufortboard@gmail.com](mailto:islandsofbeaufortboard@gmail.com)) or Management ([kathy@bundyinc.com](mailto:kathy@bundyinc.com)). The Complainant's should first attempt to resolve any complaints directly first, but if not resolved, then notify management. Complainant's names are not confidential.
2. If a violation is observed, a reminder will be sent to the violator via email or first class mail. If the violation is not corrected or a response received concerning how and when the violation will be corrected within the prescribed time frame, Management will immediately send a violation notice by registered mail. If the violation is still not corrected within the prescribed timeframe in the violation notice a fine will be levied.
3. 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 expenses consistent with current Association practice. The Board also typically assesses an additional \$100 fine for unresolved debts over ninety (90) days old other than unpaid assessments, which will incur a \$250.00 fine.
4. The Board shall, at its discretion, establish reasonable periods by which violations must be corrected and/or appeals submitted. 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: **(3) three to (7) seven days**
  - c. Violations requiring contracted services to correct: **(30) thirty days.**

5. Violations that are not corrected within the required time period shall result in a fine to the Member. Continuing or subsequent violation(s) 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. Therefore, observed repeat violations will result in an immediate fine with notification to follow.

6. A Member may appeal findings of violations and fines at the next regularly scheduled Directors' meeting following the date of the violation. Appeals must be submitted within the prescribed time frames specified above in paragraph 4. Members having unique circumstances resulting in a violation may request delayed action or alternative resolution by writing to the Board within the prescribed timeframes 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(s) 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.

### Delinquency Policy

The Board has directed the Association's attorney to take any and all appropriate legal action to obtain payment in full of:

1. Any account with an annual assessment more than 60 days past due, or; any account with any unpaid balance in excess of \$2,000.
  - a. If an account meets either or both of these criteria, this policy will likely result in the Association taking legal action
  - b. During these proceedings the Association's attorney may subpoena information about your other assets and sources of income including any business interests you have, your employment and salary, and investment accounts and other assets you own both inside and outside the Islands of Beaufort, to the full extent allowed under the law.
  - c. Upon obtaining a favorable judgment, the Association will act aggressively to recover the judgment award in full, whether assets are located in- or out- of State.
  - d. This process will result in substantial legal fees, for which the delinquent

property owner will be responsible.

e. These proceedings will be a matter of public record inside and outside the Islands of Beaufort community.

- 2) Any unpaid assessment would incur a \$250 late charge and interest not to exceed eighteen percent (18%) if not paid within sixty (60) days of the date billed.
- 3) The Board derives its authority in these matters from Article VI, Section 8, page 18, the Declaration of Master Covenants, Conditions and Restrictions for The Islands of Beaufort.