

Townhomes at Beaumont Homeowners Association

December 14, 2020

Re: Recorded Rules & Regulations

Dear Townhomes of Beaumont Community,

Enclosed please find the Rules and Regulations prepared by your Board of Directors and recorded with the County for enforcement.

Please thoroughly review this document so as to be fully aware of any modification and use restrictions. This document provides much helpful information concerning the Architectural Review process as well as Association maintenance items and owner responsibility items.

Your Board of Directors believes these clear definitions will assist the Community, and we ask that you keep these Rules & Regulations handy to refer to when a question arises. Of course, FirstService Residential is available and happy to assist. Please send any inquiries regarding these Rules & Regulations to: Beaumont.sc@fsresidential.com.

The FirstService Inspection Team has been inspecting the community weekly. This will continue. Through the end of 2020, a grace period is given for any violations of the revised Rules and “warning letters” shall be issued. Violations that have already been cited under current Rules will be enforced. With the commencement of 2021, full enforcement of these Rules & Regulations will begin, in compliance with the “Violations and Fees” portion of the document, at the bottom of Page 5.

Townhomes of Beaumont is a peaceful Community, located in an excellent section of Mount Pleasant, and it is your Board’s intent to maintain property values as well as present a uniform, clean, and desirable place to live.

Respectfully,

Your Townhomes of Beaumont HOA Board of Directors

RULES AND REGULATIONS OF BEAUMONT TOWNHOMES

(As of October 12, 2020)

The Beaumont Rules and Regulations were written to protect your investment and to provide a clean and environmentally safe place for you to live. It is your responsibility as a homeowner to abide by these Rules and Regulations or to ensure that your tenant abides by the rules. **Homeowners not complying with these Rules and Regulations or with an Architectural Control Committee (ACC) Directive will be fined.** The payment of any fine incurred by a violation is the sole responsibility of the homeowner.

1. The greens and walkways in front of the entrances to the townhomes shall not be obstructed or used for any purpose other than the ingress and egress of the townhomes. Up to two sets of matching potted plants located within 3ft of townhouse front doors or on sidewalk close to duplexes are allowed. Pots and plants must not obstruct egress to unit or neighboring unit, should compliment the aesthetics of the community, and should be neutral by design. No other items should be kept in the front or side yards or outside of your fenced backyard.

2. Without written permission, no owner or resident shall in any manner

- a) plant flowers, trees, or shrubs outside the unit's fenced area. This includes the installation of any structure or light outside the fenced area.
- b) paint or change the exterior of any townhome, to include façade, roof, patio, fences, parking spaces or storage areas. Remember: A change to the exterior includes but is not limited to replacement of windows, patio doors, front doors, storage room doors and storm door or gutter installation. At no time shall anything be adhered to or screwed into the stucco façade. A change within the fenced area requires approval if it involves grading, filling, and /or use heavy machinery on common property. Damage to common property will be owner responsibility.

2.1.1 Fences

- a) ACC Guidelines for installing fences: (Present your plan for fence to the HOA Board using the ARB form to ensure you have interpreted the rules correctly.)
- b) Prior to digging you should contact 811 for the location of any underground conduits to avoid costly damage to underground lines. For more information please visit <https://sc811.com/homeowners/>
- c) Fences installed must be the same weight and style as existing fences and can be no taller than 6 feet.
- d) Fence must have a gate for easy access for meter readers or HOA vendors
- e) At most, fences may extend to the property line depending on access to common area. A minimum of 3 feet must exist for passage between the fence and the rear property line except in areas where there is no common access behind duplexes along the Snee Farm fence.
- f) Fences must be parallel to the building
- g) Fences should be constructed of vinyl or with treated lumber and galvanized nails. Color must be the same as the exterior of the home. Specific information or color samples for paint matching is provided upon request.
- h) For wooden fences, a maximum amount of time (typically 30 days or as otherwise agreed upon with the ACC) will be allowed for curing before painting.
- i) Owners are responsible for initial painting of the fence and subsequent repairs. Community-wide fence painting by HOA is subject to availability of funds.
- j) Removal or replacement of a fence must be approved by the HOA and presented on an ARB form.
- k) Debris must be removed in a timely manner (typically 2 business days) and may not be placed in the trash dumpsters. You or your contractor must dispose of any construction debris, removing it from the Beaumont premises.
- l) Be advised that when you fence in your property, the care of that area becomes your personal responsibility. The HOA is not responsible for the upkeep and repair of any part of the property inside the fenced in area. No structure visible above the fence line may be erected without ACC approval. Owners are responsible for grass and weed maintenance to prevent vermin and for keeping trees trimmed away from the building. Owner is responsible for keeping stucco clear of vines. The ACC may check on the condition of fenced areas as needed. An overgrown or trashy yard is subject to fines even within a fenced area.

2.1.2 Doors and Door Frames

- a. The entry door and door frame is one piece and is defined as the entire unit including the side windows. The replacement and repair of this unit is the responsibility of the homeowner. All entry doors must be painted in the matching "Beaumont green". Specific information or color samples for paint matching can be provided upon request, if needed. Entry doors should have visible unit numbers in compliance with town ordinance. Numbers must be metal, adhered to the front door, and continue the theme of the community.
- b. Doors and frames of the storage room are the responsibility of the owner. Storage room doors must be painted in "Beaumont beige".

2.1.3 Gutters and downspouts

- a) It is the owner's responsibility to install gutters and/or downspouts and have them originally painted in the matching Beaumont building color. Specific information or color samples for paint matching is provided upon request. HOA is not responsible for damages related to faulty installation.
- b) The HOA will not perform major gutter repairs or replacements. If minor damage occurs to gutters and/or downspouts the HOA will repair or replace and repaint as needed. This will only apply to damage that was not the result of a casualty, willful, or negligent.
- c) The HOA will assist with gutter cleaning if gutter is accessible. Community-wide gutter cleaning is subject to availability of funds.

2.1.4 Windows

- a) All windows and patio doors must be replaced at the owner's expense per the Governing Documents. Windows must maintain the style and look of the community.
- b) Any damage to the surrounding stucco will be the responsibility of the homeowner to repair/replace.

2.1.5 Hot tubs

- a) No hot tub shall be installed or moved without prior written approval of the HOA Board. No assurances of approval can be assumed.
- b) Upon approval, the owner must procure a hot tub permit from the Town of Mt. Pleasant prior to installation. A copy of the approved permit must be provided to the Board.
- c) No hot tub may be attached to the building and should be at least 12 inches from the building.
- d) No hot tub may block access in and out of the gate.
- e) All HOA rules and the Mt. Pleasant noise ordinance regarding respecting neighbors' peace by maintaining low noise levels apply.
- f) No bright lights may be used after 11pm.
- g) The unit owner shall be solely responsible for any and all damages and liabilities resulting from the operation and use of a hot tub.

3. Nothing shall be altered or constructed in or removed from the common properties, except upon the written consent of the HOA, represented by its Board of Directors and the ACC. This includes existing shrubs or other landscaping.

4. No article shall be hung or shaken from the doors or windows or placed upon the windowsills of the townhomes. Only recognized window treatments will be permitted (i.e. no sheets, blankets, etc. are allowed in any windows. Window tinting must have ACC approval

5. No bicycles, scooters, baby carriages or similar vehicles or toys, other personal articles or trash shall be allowed to stand in any of the Beaumont Townhomes common properties, or in the front or side yards, or outside the fenced area in the backyard.

6. No owner or resident shall make or permit any noises that will disturb or annoy the occupants of any of the townhomes or permit anything to be done which will interfere with the rights, comfort or convenience of other owners or residents.

7. It is the responsibility of the owner to keep such occupied townhome and lot in good state of preservation and

cleanliness. Owners are responsible for inspecting townhomes on a regular basis and report maintenance issues deemed the responsibility of the HOA promptly. Damages that are exacerbated due to negligence in timely reporting may not be covered or not fully covered by the HOA.

8. One (1) hospitality or specialty flag per residence is allowed. A) No flag shall be larger than 3'x 4', pursuant to guidelines of the ACC B) No exterior shades, awnings, window guard, ventilators, fans or air conditioning devices shall be used about the Townhomes except such as shall have been given written approval by the ACC. (C) Decorations should be removed within 2 weeks after the holiday (D) Nothing may be added or constructed that touches, is attached, or adheres to the exterior of the buildings.

9. All garbage and refuse from Townhomes shall be deposited with care inside garbage dumpsters. The following rules apply:

- a) No household garbage of any kind shall be placed on the ground beside a dumpster at any time. Large cardboard boxes shall be broken down and placed inside the dumpsters (also see e). Dumpsters are for normal household garbage only. All garbage is to be placed in a securely tied plastic bag or lawn bag and placed INSIDE the dumpster.
- b) Absolutely no construction debris is to be placed in the dumpsters either by owners, residents or persons in the employ of residents. Any contractor hired by a homeowner for improvements or repairs must dispose of all construction debris off property, including carpet, tile, wood, fixtures or appliance removed from the home.
- c) Tree limbs or other large items of landscaping must be cut into small pieces prior to placing in the dumpster.
- d) Oil-based paints and cans cannot be placed in or around dumpster; latex-based paints must be thoroughly dried out before placing in dumpster.
- e) Beaumont has recycling and residents are encouraged to place large cardboard, glass, approved plastics, steel cans inside the bin located on Monaco Dr. Please note that plastic bags, household waste, yard debris, and medical waste are not approved to be recycled.
- f) Large item trash pickup is provided by the Town of Mount Pleasant. Items must be placed outside the dumpster enclosures no earlier than 7PM the day prior to scheduled pick up. Please check the town website for collection days and to determine whether items are collectable.
- g) Violations may result in a \$25 fine being applied to the account without a written notice.

10. Bathrooms, garbage disposals and other water apparatus in the Townhomes shall not be used for any purposes other than those for which they were constructed, nor shall any sweepings, rubbish, rags, paper, ashes, cat litter, disposable diapers, sanitary products, grease, paper towels or any other article be thrown into same. Sewer backup due to improper use is the owner's responsibility to address. Any damage to the community's sewer system or storm drainage resulting from misuse of bathrooms, garbage disposals or any other plumbing related apparatus shall be paid for by the owner in whose townhome the damage originated. If the origin cannot be determined, the cost will be split evenly among residents of the building. Should the sewer backup be determined to be HOA responsibility, owner will be reimbursed upon providing documented proof.

11. No bird or other animal shall be kept or harbored in the development at Beaumont except as permitted under the zoning ordinance of the Town of Mt. Pleasant. Proper disposal of animal waste, by placing it in plastic bags, is the responsibility of the pet owner. Pet waste shall be removed from yards in a timely manner to avoid offensive odors to neighboring units. In no event shall dogs be permitted in any public portions of the development unless carried or on a leash (accompanied). The owner shall indemnify the HOA and hold it harmless against any loss or liability of any kind or character whatsoever arising from or growing out of having any animal in the development. Owners shall comply with town ordinances regarding animals and report infractions to the town animal control officer.

12. No industry, business, trade, occupation or profession of any kind, commercial, religious, educational, or otherwise designed for profit, altruism, or otherwise, shall be conducted, maintained or permitted on any part of the Beaumont property.

13. No exterior signage or signage visible from the exterior of the building is allowed. "For Sale", "For Rent", or "For Lease" signs or other window displays of advertising are not permitted on any part of the Beaumont property or in any

townhome therein.

14. Townhomes may not be used or rented for transient, hotel or motel purposes. All rentals require a Memorandum of Rental on file with property management stating the name, contact information and dates of lease. Rentals may be for a period of no less than 6 months. No more than 3 unrelated people may live in a unit. Short-term or vacation rentals are expressly prohibited.

15. All radio, television, or other electrical equipment of any kind or nature, installed or used in each townhome shall fully comply with all rules, regulations, requirements or recommendations of the Board of Fire Underwriters and the public authorities having jurisdiction. The townhome owner alone shall be liable for any damage or injury caused by any radio, television, or other electrical equipment in such townhome. Satellite TV installation must be approved by ACC or Board before installation. Any roof damage caused by the installation of a satellite dish will be the responsibility of the owner.

16. Vehicle and Parking Regulations

- a) The 10 mph speed limit, as posted, must be obeyed at all times.
- b) One assigned space is allotted per unit. An owner, his guests, tenants or members of this family will not use parking spaces assigned to other owners.
- c) No vehicle belonging to an owner or to a member of the family or guest, tenant or employee of an owner shall be parked in such manner as to impede or prevent ready access to another owner's or resident's space.
- d) The owners, their employees, service providers, agents, visitors, licensees, and the owner's family shall obey any parking regulations posted at the private streets, parking areas and drives and any other traffic regulations promulgated in the future for the safety, comfort and convenience of the owners.
- a) Boats, trailers, campers, motor homes, jet skis, etc., are prohibited on the premises at all times.
- b) Commercial vehicles such as box trucks, semi-trailers, bus, taxi, or heavy equipment, are not permitted to park overnight.
- c) Permanent or overnight parking of vehicles over 22' is not permitted in the parking spaces allocated within the Association.
- d) Use of a storage compartment (i.e. POD, UNITS, etc.) requires notification of the HOA and is limited to one week unless extended permission is obtained.
- e) Parking or driving on the grass is prohibited. Owners are responsible for damages to the sprinkler system or sprinkler heads caused by infractions of this rule.
- f) Vehicles must be operational and have current tags. Any vehicle not meeting this criterion will be given ten (10) days notice to remedy the situation. If the infraction has not been corrected within the stated time period, the vehicle will be towed at the owner's expense. The towing fee is in addition to any fine levied by the HOA. If the vehicle is returned to the premises without correcting the infraction, the vehicle will be towed, without notice, at the owner's expense. Current registration of vehicles belonging to those in the military service will be addressed on a case-by-case basis.
- g) Mopeds and motorcycles are licensed and therefore treated as vehicles and must abide by the same rules as cars stated above.

17. Homeowners are responsible for any damages caused by visitors, by moving in or out of the townhomes, by construction or by parties on the Beaumont property at the invitation of the owner or resident. This refers to damages that may occur to the exterior of the townhome or to the grounds or common property.

18. As long as a master water meter is in place, the HOA, represented by the Board, may require that water not be left running for any unreasonable or unnecessary length of time, including water use to irrigation purposes, washing vehicles, etc.

19. No owner shall use or permit to be brought into the townhomes any inflammable oils or fluids such as gasoline, kerosene, naphtha or benzene, or other explosives or articles deemed extra hazardous to life, limb or property, without in each case obtaining written consent of the ACC. Open fires, including outdoor fire pits, are deemed a hazard and are not allowed at any time. Fines will be levied if this rule is not strictly observed.

20. Exterior pest control against nuisance pests such as roaches and ants is provided by the Association. The Association will also periodically treat for subterranean termites. All other pest control, including carpenter bee prevention or rodents, is homeowner responsibility. Residents should ensure conditions in and around their homes are not conducive to pests.

21. Use of Amenities

1. The amenities may be used by Members (owners or their tenants) and guests. The Member must accompany all guests and must remain inside the fenced area with their guest. Two guests per member of the household are permitted. Member is responsible for ensuring that guests are informed of the Rules and Regulations pertaining to amenity area use.
2. No one under the age of sixteen (16) shall be allowed in the amenity area at any time unless accompanied by an adult (person or persons over the age of twenty-one (21)).
3. Individuals recognized as not obtaining proper access to the amenities are to be reported to the Property Manager or the Mount Pleasant Police Department.
4. Non-compliance with Townhomes at Beaumont governing documents, which include these rules or having an account that is not in good standing could result in loss of the privilege to use the amenities
5. The pool hours shall be from 7 AM to 11 PM during pool season only.
6. Maximum capacity of the pool and pool area is limited to forty (40) persons
7. Rules of behavior for the swimming pool and pool area will be promulgated by the HOA, as represented by its Board of Directors, and all townhome owners, residents, and guests must abide by such rules.
 - a. No alcoholic beverage shall be permitted in the amenity area.
 - b. No person under the influence of alcohol or drugs should use the amenities.
 - c. No smoking, including electronic cigarettes
 - d. Use of glassware or glass bottles, etc. in the pool area is prohibited.
 - e. No running, diving, boisterous or rough play is permitted in the pool or in the pool area.
 - f. No animals are allowed in the pool area per DHEC.
 - g. Swimming pool must not be used when "closed" sign is posted by Pool Company, management, or DHEC.
8. It is the responsibility of all individuals to maintain maximum cleanliness and tidiness in the amenity area
 - a. Trash must be properly disposed
 - b. All individuals should shower before entering the swimming pool
 - c. Individuals with communicable diseases should not enter the pool.
 - d. There should be no spitting or blowing nose in pool.
 - e. There should be no urinating in the pool.
 - f. Children who are not potty trained are required to wear plastic pants/swim diapers over their cloth or disposable diapers when swimming in the pool. Accidental releases of fecal material into the pool will be posted with a sign kept in clubhouse kitchen and reported to Property manager.
 - g. No boomboxes or loud music is allowed on the pool deck at any time.
9. No lifeguard is on duty. Swimming is at your own risk.

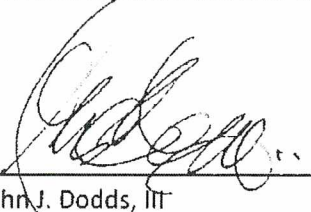
Violations and fees

Unless stated otherwise above, a notice stating the nature of the violation, whether it is major or minor, and the time frame to remedy will be sent to address on file with HOA. It is the responsibility of the owner to ensure the address on file is correct and up to date. Owners are responsible for responding in writing within 10 business days. Lack of a response is interpreted as corrections not having been made and fines will be applied to the account. Fines are \$25 for minor and \$100 for major violations. Violations will double per time frame indicated in the notice until the maximum has been reached. The maximum is \$100 for minor and \$400 for major violations. Failure to obtain ARB approval will result in a \$50 fine per occurrence plus cost to restore if applicable.

RECEIVED 11/16/2020
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Clerk's OFFICE
CHARLESTON COUNTY, SC
BK 0935 PG 295

The undersigned John J. Dodds, III, attorney for Townhomes at Beaumont Association, Inc. ("Association"), does hereby certify that the attached five (5) pages constitute the current Rules and Regulations of Association and are being recorded in the Register's Office for Charleston County, South Carolina in accordance with the requirements of Section 27-30-130, Code of Laws of South Carolina, 1976, as amended.

WITNESS my hand and seal this 12th day of November, 2020, at Mount Pleasant, South Carolina.



John J. Dodds, III (Seal)

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