RECEIVED 2/26/24
PER CLERK
ROD OFFICE BK: 1229/PG: 928
CHARLESTON COUNTY, SC

STATE OF SOUTH CAROLINA	QUEEN'S ROW HOME OWNERS ASSOCIATION, INC.
COUNTY OF CHARLESTON	RECORDING OF DOCUMENTS PURSUANT TO THE SOUTH CAROLINA HOMEOWNERS ASSOCIATION ACT (S.C. CODE ANN. §§ 27-30-110 TO -170): 1. RULES AND REGULATIONS 2. VIOLATION POLICY

***CROSS REFERENCE**: DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS APPLICABLE TO QUEEN'S ROW SUBDIVISION recorded in Deed Book X280, Page142.*

WHEREAS, the South Carolina Homeowners Association Act (S.C. Code Ann. §§ 27-30-110 to -170) requires Homeowners Associations to record Governing Documents, Rules, Regulations, and amendments thereto; and

WHEREAS, the Declaration of Covenants, Conditions, Easements and Restrictions Applicable to Queen's Row Subdivision was recorded on March 4, 1997 in the Office of the Register of Deeds for Charleston County in Deed Book X280 at Page 142 (as amended and supplemented, the **"Declaration"**); and

WHEREAS, pursuant to the Declaration, Queen's Row Home Owners Association, Inc. is the Homeowners Association for Queen's Row Subdivision; and

NOW THEREFORE, Queen's Row Home Owners Association, Inc. does hereby record the following pursuant to the South Carolina Homeowners Association, Act:

1. **Queen's Row Home Owners Association, Inc. Rules and Regulations,** attached as Exhibit A;
2. **Queen's Row Home Owners Association, Inc. Violation Policy,** attached as Exhibit B.

(collectively, the "Documents")

The Documents are being recorded in an effort to ensure compliance with the recording requirements Homeowners Association Act; however, nothing herein shall be construed as an admission that some or all of the Documents are required to be recorded under the requirements of the Homeowners Association Act.

IN WITNESS WHEREOF, Queen's Row Home Owners Association, Inc. has by its duly authorized officer set its hand and seal this 23rd day of February, 2024, and by doing so certifies, acknowledges, and affirms that the Board of Directors has unanimously adopted, re-adopted, ratified, and validated the Documents as of the 23rd day of February, 2024.

SIGNED SEALED AND DELIVERED
in the presence of:

(witness #1)

(witness #2)

QUEEN'S ROW HOME OWNERS ASSOCIATION, INC.

By: (L.S.)

Print Name: Joan M Kellinger

Its: President

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

ACKNOWLEDGEMENT

I, Torin Asbill, Notary Public for the State of South Carolina, do hereby certify that Queen's Row Home Owners Association, Inc., by Joan M. Kellinger, its duly authorized officer, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 23rd day of February, 2024.

Notary Public for South Carolina

My Commission Expires: 11/4/32

TORIN ASBILL
NOTARY
PUBLIC
Exp. November 4, 2032
SOUTH CAROLINA

EXHIBIT

A

QUEEN'S ROW HOME OWNERS ASSOCIATION, INC.
RULES AND REGULATIONS

The undersigned, being the Board of Directors of the Queen's Row Home Owners Association, Inc. (hereinafter referred to as the "Board" and the "Association," respectively), **DO HEREBY CONSENT, AGREE, AUTHORIZE AND RESOLVE AS FOLLOWS:**

WHEREAS, the Declaration of Covenants, Conditions, Easements and Restrictions Applicable to Queen's Row Subdivision was recorded on March 4, 1997 in Deed Book X280, at Page 142 in the Office of the Register of Deeds for Charleston County (as amended and supplemented, the "Declaration") and the Bylaws of Queen's Row Home Owners Association, Inc. were recorded on _____, 2024, in Deed Book _____, at Page _____ in the Office of the Register of Deeds for Charleston County (as amended and supplemented, the "Bylaws"); and

WHEREAS, pursuant to the Declaration the Board may promulgate rules and regulations governing the Lots, Common Areas, and any and all facilities and other property of the Association; and

WHEREAS, the Board desires to establish the following Rules and Regulations governing the property within the Association.

NOW THEREFORE, the following Rules and Regulations for Queen's Row Home Owners Association, Inc. are hereby adopted by the Board.

RULES AND REGULATIONS

1. **Unapproved Modification.** No exterior modifications may be made to any Lot within the Association without prior approval. Contact the Association's property management company in order to obtain the proper information for submission.

2. **Parking.** Parking of vehicles on streets, common areas or areas identified for use or benefit of the Association, except for designated areas is prohibited. For each home in the Association, one vehicle may park directly in front of the home, close enough to sidewalk to allow passage by other vehicle. In no case may any Owner park a vehicle in any manner which may impede passage by emergency vehicle. In no case may any Owner park any vehicles in a manner which may impede access to the neighboring utility service provider. Please get permission from your neighbor before parking in front of their Lot. (Except for occasional workman etc. 10 mins. Max)

3. **Vehicle Storage.** Parking commercial vehicles, equipment, mobile homes, recreational vehicles, golf carts, boats, and other watercraft, trailers, snowmobiles, stored vehicles or inoperable vehicles in places other than enclosed garages is prohibited.

4. **Unauthorized Vehicle Use.** Operation of motorized vehicles with exception of those designated for handicapped persons on any sidewalk, walking trail or surface intended for pedestrian traffic is prohibited.

5. **Animals.** No more than two (2) dogs, cats, or other usual and common household pets may be kept on a Lot. Raising, breeding, or keeping livestock, poultry, or animal of any kind for commercial purposes is prohibited.
   a. **Off leash Pets.** Pets must be on leash and under control when outside of dwelling.
   b. **Pet Waste.** Owners are responsible for picking up after their pets. Pet waste must be collected and properly disposed of immediately.
   c. **Pet walking.** Please walk your pets along the buffer and not on lawns.

6. **Nuisance or Offensive Activity.** Activities which, in the sole determination of the Board, which may cause embarrassment, discomfort, annoyance, or nuisance to occupants or other Lots or person using Common Areas are prohibited. These include, without limitation, activities emitting foul odors, barking dogs, and activities causing an audible disturbance outside of the Lot. Also included are activities otherwise permissible during normal working hours, but engaged in outside of such, which creates an audible disturbance.

7. **Illegal Activities:** Actions that violate local, state, or federal laws or regulations are prohibited.

8. **Unsanitary Activities:** Actions that cause an unclean, unhealthy, untidy conditions to exist outside of enclosed structures of a Lot are prohibited.

9. **Burning:** Outside burning is prohibited.

10. **Firearms/fireworks:** Discharge of firearms, firecrackers, fireworks or any other explosive device is prohibited.

11. **Dumping:** Dumping materials in any Common Area is prohibited.

12. **Above Ground Storage Tank:** Above ground storage tanks including any those for gasoline, heating oil, or other fuels are prohibited except a single tank not to exceed 100 gallons may be placed on a Lot after an application has been submitted to the Board or other authorized committee and approval has been granted.

13. **Wildlife:** Capturing or trapping wildlife is prohibited

14. **Environment:** Activities which materially disturb or destroy the vegetation, wildlife, wetlands, or air quality are prohibited.

15. **Drainage:** Obstruction or alteration of drainage flow is prohibited.

16. **Business or Trade:** Business, trade or similar activity is prohibited within any Lot except that Owners may conduct business that is not apparent or detectable by sight, sound, or

smell from outside the Lot; that conforms to all zoning requirements and applicable laws, codes, and ordinances; does not involve door to door solicitation within the community or placement advertisement within the community; does not generate an increase in vehicular activity; does not present a nuisance or hazardous condition within the community. The leasing of Lots is not considered a business or trade activity.

17. **Rental/ Leasing:** Leasing of any Lot for a period of less than 12 months is prohibited. No more than two, unrelated parties may occupy any leased home in Queens Row.

18. **Maintenance:** Owners are responsible for performing regular maintenance on their homes and Lots. This includes, but is not limited to:
    a. **Landscape:** Keeping all areas of Owner responsibility in neat and clean order, free of weeds and debris. This includes all areas of turf, trees, shrubs, hardscapes, flower boxes, or other landscape features for which the Owner is responsible.
    b. **Shrubs:** Shrubs should be kept trimmed and neat. Mulch should be applied as needed.
    c. **Home exterior:** Repair and replacement of exterior surfaces as needed to maintain a neat and clean appearance. This includes, but is not necessarily limited to:
        i. **Cleaning:** Owners must keep the exterior of their home in good repair, reasonably free of accumulation of pollen, mildew, dirt, or other debris through regular maintenance including at least one annual cleaning through pressure washing or other similar method.
        ii. **Painting:** Owners must maintain painted surfaces as needed to keep them free of fading, cracking, staining, other discoloration, or visible excessive wear.
        iii. **Gutters:** Owners must keep all gutter components in good repair, free from excessive accumulation of debris, so as to effectively capture and direst water flow as intended. Downspouts, elbows, and outflows must be installed and kept in working order at all times.

19. **Trash and Recycling:** Trash, waste, debris, and recycling must be kept in covered containers normally provided for such. Trash containers must be stored behind the fence or out of view except when they are placed on the curb, directly in front of the home the evening preceding collection day and they must be removed from the curb as soon as reasonable possible, no later than the evening of collection day. Owners are encouraged to obtain and understand the published collection schedule for all collection service providers.

20. **Outdoor Storage:** No items may be stored outside of the home, in view of the street. Any items placed outside must be returned when not in active use. This includes, but is not limited to, basketball goals, volleyball nets, badminton nets, lawn chairs, beach chairs, hoses, or other equipment.

21. **Clotheslines:** Clotheslines and or the placement of clothing outside of the home on front balconies, railings, etc. is prohibited.

The Board reserves the right to adopt, repeal, or modify the foregoing Rules and Regulations at any time. Capitalized terms used herein shall have the same meaning as set forth in the Governing Documents unless otherwise defined. All terms and conditions of the Governing Documents shall remain in full force and effect, and unchanged.

ADOPTED this 23rd day of February, 2024 ("Effective Date"), by the vote of the then current Board of Directors for Queen's Row Homeowners' Association, Inc.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Queen's Row Home Owners Association, Inc. has by its duly authorized officer set its hand and seal this 23rd day of February, 2024, and by doing so certifies, acknowledges, and affirms that the Board of Directors has approved the foregoing Resolution to adopt the Rules and Regulations as of the Effective Date set forth above.

SIGNED SEALED AND DELIVERED in the presence of:

(witness #1)

(witness #2)

QUEEN'S ROW HOME OWNERS ASSOCIATION, INC.

By: Joan M Kellinger

Print Name: Joan M Kellinger

Its: President

STATE OF SOUTH CAROLINA)

COUNTY OF Charleston)

ACKNOWLEDGEMENT

I, Torin Asbill, Notary Public for the State of South Carolina, do hereby certify that Joan M. Kellinger, duly authorized officer of Queen's Row Home Owners Association, Inc., personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of the Association.

Witness my hand and official seal this 23rd day of February, 2024.

Notary Public for South Carolina
My Commission Expires: 11/4/32

TORIN ASBILL
NOTARY
PUBLIC
Exp. November 4, 2032
SOUTH CAROLINA

EXHIBIT

B

QUEEN'S ROW HOME OWNERS ASSOCIATION, INC.
VIOLATION POLICY

The undersigned, being the Board of Directors of the Queen's Row Home Owners Association, Inc. (hereinafter referred to as the "Board" and the "Association," respectively), **DO HEREBY CONSENT, AGREE, AUTHORIZE AND RESOLVE AS FOLLOWS:**

WHEREAS, the Declaration of Covenants, Conditions, Easements and Restrictions Applicable to Queen's Row Subdivision was recorded on March 4, 1997 in Deed Book X280, at Page 142 in the Office of the Register of Deeds for Charleston County (as amended and supplemented, the "Declaration") and the Bylaws of Queen's Row Home Owners Association, Inc. were recorded on _____, 2024, in Deed Book _____, at Page _____ in the Office of the Register of Deeds for Charleston County (as amended and supplemented, the "Bylaws"); and

WHEREAS, pursuant to Article 34 of the Declaration, the Association has the power to enforce compliance with the Governing Documents of the Association by exercising self-help by entering a Lot to abate or remove any violation, imposing fines, suspending voting rights or rights to use of the Common Areas, and/or by instituting an action at law or in equity to recover sums due for damages and/or for injunctive relief; and

WHEREAS, the Board may not impose certain sanctions unless and until proper notice and opportunity to be heard is provided as set forth in the Governing Documents; and

WHEREAS, the Board desires to provide the following Violation Policy which sets forth the policies and procedures for issuing notices of violation, appealing violations, and imposing sanctions authorized by the Governing Documents; and

WHEREAS, under no circumstances shall this Violation Policy be interpreted or construed to limit, restrict, or amend the enforcement remedies and procedures set forth in the Governing Documents; nor shall it be interpreted in any way that conflicts with the Governing Documents.

NOW THEREFORE, the Board hereby adopts the following

VIOLATION POLICY:

I. **VIOLATION PROCEDURE:** In the event the Board, or its authorized property management company, determines that an Owner or Owners are in violation of the Governing Documents, or that an Owner is responsible for a violation of such Owner's occupant, family member, tenant, guest, employee, contractor, and/or invitee, ***prior to*** imposition of (i) the Association's election to exercise self-help; (ii) applying monetary fines which shall constitute a lien upon the Lot; (iii) suspension of voting rights and/or; (iv) or suspension of rights to use of the Common Areas; the following procedures (as set forth in the Governing Documents) must be followed:

1. **Notice Required Prior to Exercising Self-Help.** The Board, or its delegate, shall serve the responsible Owner(s) with a written notice which includes the following:
   - i. The nature of the alleged violation;
   - ii. The action required to be taken by the Owner to remedy such violation;

iii. A statement that the Association will enter upon a Lot to abate or remove the violations should the Owner not remedy the violation within fifteen (15) days of the notice.

2. **Notice Required Prior to the Imposition of Monetary Fines.** The Board, or its delegate, shall serve the responsible Owner(s) with a written notice which includes the following:
   i. The nature of the alleged violation;
   ii. The proposed sanction to be imposed;
   iii. A statement that the Association will impose such sanction if the violation is not cured within seven (7) days of the notice.

3. **Notice Required Prior to Suspension of Rights.** The Board, or its delegate, shall serve the responsible Owner(s) with a written notice which includes the following:
   i. The nature of the alleged violation;
   ii. The proposed sanction to be imposed;
   iii. The location, date, and time of the hearing to be held no less than ten (10) days from the date of the notice.

4. **Notice Not Required.** The Board may take the following enforcement procedures to ensure compliance with the Governing Documents without following the notice and hearing requirements outlined in the Governing Documents:
   i. Bringing suit at law or in equity to enjoin any violation or to recover monetary damages or both;
   ii. Imposing a monetary fine against an Owner in the event of an existing previous non-compliance by said Owner;
   iii. Suspending voting rights and rights to use the Common Areas for any period in which a Member shall be in default of the payment of any assessment levied by the Association.

5. **Hearing.** Unless provided for otherwise in the Governing Documents, an Owner disputing a noticed violation may request a hearing before the Board within ten (10) days of the notice. If the Owner requests a hearing in writing within ten (10) days of the date of the Notice of Violation, then the proposed sanction shall be suspended until a hearing is scheduled. The Board shall schedule an executive session to give the Owner an opportunity to be heard by the Board and to submit evidence contesting the violation. Notice of the hearing date, time, and location (which may be virtual) shall be sent to the Owner at least ten (10) days in advance. The Board shall have the authority to dictate the procedure of the hearing including presentation of evidence and speaking time limits. After the Owner has been given a reasonable opportunity to present their evidence, the Board shall have the right to excuse the accused Owner from the final deliberations. The hearing results and decision of the Board, including sanctions imposed (if any), shall be communicated to the accused Owner in writing within ten (10) days following the hearing date. The decision of the Board is final.

II. **SANCTIONS:** The following sanctions may be imposed by the Association to enforce compliance with the Governing Documents. The Association may impose multiple sanctions. The application of any one sanction shall not constitute an election of remedies, nor waiver of the right to pursue any other addition enforcement remedies authorized by the Governing Documents.

1. **Fines.** Fines shall be levied in accordance with the Fine Schedule attached hereto as Exhibit A. However, the Board shall have the authority to deviate from the Fine Schedule based on particular circumstances, including the type of violation, the severity of the violation, and other factors. Fines shall be levied as assessments in accordance with Article 34 of the Declaration, and may be collected in the same manner as any other assessment pursuant to the Governing Documents.

2. **Self-Help Remedies.** In addition to, or in lieu of, sanctions, in the event a violation on an Owner's Lot continues to exist for more than thirty (30) days, the Association may enter the Lot and abate or remove any such violation. All costs, expenses, or other charges incurred by the Association shall be assessed against the responsible Owner's account and collected in the same manner as assessments and shall be a continuing lien on the Lot. Except in an emergency situation, as determined in the Board's sole discretion, the Association shall provide the Owner reasonable notice and an opportunity to cure the violation prior to exercising self-help or abatement remedies.

3. **Suspension.** The Association may suspend a responsible Owner's membership rights, including the right to vote and/or the right to use and access the Common Areas and any recreational amenities thereon. However, the Association does not have the authority to suspend ingress and egress access to and from the Owner's Lot within the community. Suspension of an Owner's right to use and access the Common Areas shall apply to suspend such use by the Owner's Occupants, family members, tenants, guests, agents, employees, contractors, licensees, and/or invitees as well. Suspensions of voting rights and/or right to use Common Areas may be imposed for so long as the violation continues or for a set time period not to exceed twelve (12) months.

III. **Attorneys' Fees & Costs of Enforcement.** All costs, fees, and expenses incurred by the Association in connection with enforcement of the provisions of the Governing Documents, including reasonable attorneys' fees (whether or not any suit is instituted and whether incurred before or after any suit is instituted) shall be paid by the responsible Owner against whom enforcement is sought. Such costs, expenses, and fees shall constitute a charge and continuing lien upon the responsible Owner's Lot and shall be added to and become part of the assessments chargeable to the responsible Owner's Lot and may be collected in the same manner as assessments pursuant to the Governing Documents.

IV. **Authorization of Management Company.** The Board has delegated to its property management company the authority to inspect, to collect evidence, and to send notices to Owners in violation of the Governing Documents. The property management company is authorized, without the need for additional approval from the Board, to inspect and send notices for any perceived violation of the Governing Documents in accordance with the

procedure set forth herein. Approval from the Board shall be required for any deviation of this policy.

The Board reserves the right to adopt, repeal, or modify the foregoing policy at any time. Capitalized terms used herein shall have the same meaning as set forth in the Governing Documents unless otherwise defined. This Violation Policy is not intended to conflict with or amend the terms of the Governing Documents. All terms and conditions of the Governing Documents shall remain in full force and effect, and unchanged.

ADOPTED this 23rd day of February, 2024 ("Effective Date"), by the vote of the then current Board of Directors for Queen's Row Homeowners' Association, Inc.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Queen's Row Home Owners Association, Inc. has by its duly authorized officer set its hand and seal this 23rd day of February, 2024, and by doing so certifies, acknowledges, and affirms that the Board of Directors has approved the foregoing Resolution to adopt the Violation Policy as of the Effective Date set forth above.

SIGNED SEALED AND DELIVERED in the presence of:

(witness #1)

(witness #2)

QUEEN'S ROW HOME OWNERS ASSOCIATION, INC.

By: Joan M Kellinger

Print Name: Joan M Kellinger

Its: President

STATE OF SOUTH CAROLINA)
)
COUNTY OF Charleston **)**

ACKNOWLEDGEMENT

I, Torin Asbill, Notary Public for the State of South Carolina, do hereby certify that Joan M. Kelinger, duly authorized officer of Queen's Row Home Owners Association, Inc., personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of the Association.

Witness my hand and official seal this 23rd day of February, 2024.

Notary Public for South Carolina
My Commission Expires: 11/4/32

TORIN ASBILL
NOTARY
PUBLIC
Exp. November 4, 2032
SOUTH CAROLINA

EXHIBIT A

QUEEN'S ROW HOME OWNERS ASSOCIATION, INC.
FINE SCHEDULE

The Board will visit or cause the community to be visited at regular intervals for the purpose of identifying violations of the Association's governing documents. The following fine schedule is applicable:

First Notice	No fine
Second Notice	$25.00 fine
Third Notice	$50.00 fine
Fourth Notice	$100.00 fine
Fifth and Subsequent Notices	$100.00 fine and notice of Association's intent to pursue additional enforcement action.