



I'On Rules

Preamble

The most effective and desirable means of regulation enforcement is voluntary compliance. Common courtesy and concern for others goes a long way to maintaining a harmonious community. Therefore, when a neighbor objects to a condition, action or event caused by another neighbor's actions or inactions, the initial step to resolve the matter(s) should be between both parties leading to resolution.

However, when deemed necessary, any owner aware of a violation of the Association's rules and regulations may notify, in writing, the Board of Directors concerning the violation. This written notice may be by letter, fax or email to the Community Manager, who will either handle the issue directly, or bring the concern to the Board for action.

If Board action becomes necessary, the following procedures will be followed:

- a) The Board will review the matter, and if agreed by simple majority, a Board member or the Community Manager will be selected to discuss the matter with the owner to obtain corrective action.
- b) If an owner fails to take corrective action, the Community Manager will bring the matter to the Covenants Committee. The Covenants Committee will determine whether assessment of a penalty against the owner should be recommended to the Board.
- c) If the Board decides to assess a penalty, the Board will notify the owner in writing by email and regular mail of the proposed penalty, not to exceed \$100 per day (except in the event of extraordinary circumstances, as determined by the Board.) Any such penalty assessed shall constitute a lien upon the owner's lot.
- d) The owner may request a hearing before the Covenants Committee (per Article VII of the I'On Bylaws).
- e) The owner may appeal any adverse decision by the Covenants Committee to the Board of Appeals.



D-101 Vehicles. Except for temporary guests and visitors, only standard private passenger vehicles, including passenger vans, pickup trucks, golf carts, and other neighborhood electric vehicles, are permitted to be parked at the front of a Lot or on thoroughfares.

All other vehicles, including motorcycles, boats and other watercraft, campers, recreational vehicles, and trailers shall be parked at the rear of a Lot behind a home, and adequately screened to be visible only from the service lane, not from the thoroughfare.

If the rear of a Lot faces a thoroughfare, then such vehicles shall be adequately screened from view with architectural and/or landscape enhancements in a matter approved pursuant to Article IV of the Declaration.

As defined in the I'On code, a building's "frontage" is considered to be elevation facing the primary thoroughfare unless the building is adjacent to water or marsh, in which case the frontage is the side of the building facing the water or marsh. A Thoroughfare is a public street (not a service lane) carrying vehicular traffic.

D-102 Pets.

- The streets, sidewalks and median strips between the sidewalks and streets are owned by the Town of Mount Pleasant, and are therefore subject to the TOMP Code of Ordinances. The TOMP Code related to animals under control and restraint is relevant to all applicable streets, sidewalks and median strips in the I'On community. Section 90.01 of the TOMP Code of Ordinances states that, "An animal shall be deemed under control or restraint if it is on the premises of its owner or keeper or is accompanied by its owner or keeper and under the physical control of such owner or keeper by means of a leash not more than eight feet in length or other similar restraining device, or under the active control of the owner or trainer while hunting or being trained while on property of the owner or another's property with the property owner's permission." The TOMP does not consider a shock collar or similar device a leash.
- The Common Areas in I'On are owned by the I'On Assembly for the common use of all homeowners. The Commons include, but are not limited to Maybank Green, the Eastlake Field, the Amphitheater, the Rookery, children's playgrounds, the alleyways, the marsh path, the community boat ramp and adjacent parking lot, and the walking paths and land adjacent to Eastlake and Westlake. The TOMP Code for animals under control and restraint shall also apply to the Commons. However, animals may be permitted off leash and under strict voice control at such times and in such places on the Commons as determined by the I'On Assembly Board of Trustees.
- Pets may be kept provided they do not bark, whine or howl or make other noises in an excessive, continuous or unreasonable way so as to cause serious annoyance to neighbors.
- Each pet owner or keeper must immediately remove and properly dispose of their pet's waste that occurs off of the owner's property.



Rule D-102 Policy

This Board is empowered to enact the following policy relative to Rule D-102.

- Pets may be permitted to exercise, play and train off leash at all times, yet under strict voice control and in the line of sight of the owner or keeper while on:
Maybank Green, Eastlake Field, the Amphitheater, the Rookery, the Marsh Trail and the walking paths and land adjacent to Eastlake and Westlake.
- The Board will monitor complaints and adherence to the TOMP Code Section 90.01 by residents when considering whether to add or reduce off leash areas.

Rule D-103: Antennas and Satellite Dishes is hereby eliminated. Federal Communications Commission OTARD rules supersede our I'On provisions.

D-104 Trash and Refuse. Trash and refuse containers shall be stored inside of the dwelling or garage on a lot or otherwise at the rear or side of the lot and adequately screened with architectural and/or landscape elements in a manner approved pursuant to Article IV of the Declaration. Each Titleholder shall keep all parts of his or her lot in good order and repair, and free from debris.

D-105 Signs.

- (a) Each Lot may have posted, prior to initial occupancy, one sign setting forth the names of the Titleholder, builder and architect, and, in the case of a Lot owned by Founder or a builder that is a member of the I'On Guild, and such other signs as the Founder may approve; provided, any such sign(s) shall be removed not later than the time of initial occupancy of the Lot. The materials, size, location, lettering and manner of installation shall conform to such rules as Founder may establish.
- (b) In addition to signs authorized under subsection (a), each Lot that is offered for sale may have one sign posted on the Lot advertising the Lot for sale, subject to such limitations on materials, size, location, lettering and manner of installation as may be set forth in architectural standards adopted by founder to supplement the I'On Code.
- (c) No other signs, except those required by law, may be posted on any Lot so as to be plainly visible from outside the Lot.



D-106 Fences and Hedges. No person shall construct or install a fence, hedge or similar structure on any Lot in such a location or manner as to interfere with or obstruct access to utility meters or sewer cleanouts on the lot by any utility company or public works employees or agents. In the event of a violation of this provision, the Founder, the Association, the Commissioners of Public works of the town of Mount Pleasant, or the affected utility company shall be entitled to enter upon the Lot and remove the fence, hedge, or other obstruction and recover all costs incurred from the owner of the Lot.

D-107 Fines for Violations of the Governing Documents. In the event the Board of Trustees imposes fines pursuant to Section 2-105 of the Declaration for violations of the Governing Documents, the fines shall be imposed in the amounts and in the frequency determined in the Board's reasonable discretion until such violation is cured; however, fines shall not exceed \$100.00 per day, per violation. All such fines shall be secured by a lien pursuant to Section 2-105(a)(i) of this Declaration. The expenses and reasonable attorney's fees that are incurred by the Assembly in connection with the collection of such fines shall be assessed against the violating Titleholder in accordance with Section 2-105(viii) and Section 2-104(b)(2)(B) of the Declaration. The fines, and the expenses and reasonable attorney's fees that are incurred by the Assembly in connection with the collection of such fines, may be collected in the same manner as assessments pursuant to the Declaration, including but not limited to lien foreclosure.

D-108 Landscaping of Premises. Within 30 days after occupancy or closing on any residence in I'On, the owner of said property shall complete the landscaping of the premises in accordance with a landscape plan approved by the I'On Design Committee (IDC). Failure to complete the landscaping in accordance with an IDC approved plan shall result in a \$250.00 fine for every month in which the property remains out of compliance. Owners of currently occupied homes shall have until January 1, 2009 to bring their premises into compliance with this rule.

D-109 Common Area Use. The Commons are a great natural asset for I'On residents. These lands were permanently set aside to benefit current and future residents, and provide an educational area for those interested in plants and wildlife. The preservation of these areas depends primarily on the cooperation of I'On residents. Our investment in the Commons can be enhanced and maintenance costs kept at a reasonable level if certain rules are followed. Therefore:

- a) Planting, cultivating, harvesting or removing vegetation on common grounds without first obtaining written approval from the I'On Assembly is not permitted.
- b) Personal structures or the storage of personal equipment are not permitted on the Commons.
- c) Discarding refuse is not permitted on the Commons.



Rule D-110: Minimum Rental Term. “No Lot, nor portion of any Lot, including but not limited to the structures or any portion of the structures located thereon, shall be leased for any period of time that is less than 28 consecutive days (the “Minimum Rental Term”).

The Minimum Rental Term shall apply to any and all occupancy and/or use in exchange for consideration, and shall include but not be limited to leases, subleases, licenses and tenancies.

The Minimum Rental Term shall not apply to extension periods of terms that initially complied with the Minimum Rental Term.”

Titleholders shall provide a copy of the lease to the Management Company upon request.