

*JRB Pleasant Farm Homeowners Assoc. Inc 2008*



BEAUFORT COUNTY SC - ROD  
BK 4135 Pgs 1848-1854  
FILE NUM 2022022229  
04/13/2022 02:41:34 PM  
REC'D BY rbing RCPT# 1085492  
RECORDING FEES \$25.00

**PLEASANT FARM HOMEOWNERS ASSOCIATION, INC.**

(Supersedes All Previous Rules and Regulations)

**RULES AND REGULATIONS**

The following amended and restated rules and regulations have been approved by the Board of Directors of the Pleasant Farm Homeowners Association and are in part, directly or indirectly, from the Declaration of Covenants, Conditions and Restrictions for Pleasant Farm. Violators of these Rules and Regulations are subject to assessments and penalties. This Rules and Regulations document is supplemental to the PFHOA RIGHTS, COVENANTS, RESTRICTIONS and together provide a basis for protecting the member's equity in Pleasant Farm. Additionally, these documents establish a framework within which members can live in a harmonious group environment.

Specific purposes of these rules include:

- Enforcing the community's maintenance standards, policies and rules in a fair and diplomatic manner.
- Protecting, enhancing and promoting the purposes of the PFHOA.
- Governing the use of common areas and amenities.
- Establishing architectural guidelines and design standards to ensure compliance with the overall scheme of the community.
- Establishing rules for the use of all common facilities
- Protecting and preserving the property and assets of the PFHOA and its members.

**Enforcement and Remedies**

The PFHOA has the right to implement reasonable Rules and Regulations and a schedule of sanctions and fines for violation thereof the Rights, Covenants and Regulations and Bylaws.

Violations or breaches of the Pleasant Farm Association Rules and Regulations or Rights, Covenants and Regulations will be brought to the homeowner or resident's attention by the Association's Board of Directors or the Architectural Review Board. The Association reserves the right to require immediate action for violations of a possible danger to others. In the event a violation is noted or reported to the Association, the Board of Directors will send a 15-day courtesy notice to the homeowners describing the violation with a request to schedule a meeting to discuss correction. If the homeowner fails to respond after 15 days, the Board of Directors will send a 30-day warning letter by registered or certified service. On the 31<sup>st</sup> day if no appeal has been made and corrections have not been made then the fines will go in effect. This notice will include a request to schedule a meeting to discuss correction, as well as

describing the penalties that will accrue if the homeowner fails to respond after 30 days. Additional penalties may include complete suspension of privileges and pursuit through the court system. Fines will continue to accrue during the time legal action is pursued if legal action becomes necessary for resolution. All requests must include required permits and any new construction or renovations to property must be constructed in adherence with all laws and regulations as dictated by local, state and federal ordinances. Failure to pay fines within 30 days will result in court intervention, and all costs associated with the fine collection will be charged to the violator.

**The Right to Enter Property.** The Association may be required to access resident's property to review an ARB approval, report of a violation, or directives as defined in this section; or to fulfill the Association responsibilities as directed by the Bylaws. There will be no unannounced visits. In the event this action is necessary the homeowner will receive notice advising the need to schedule a property review, and a request to schedule a mutually agreed upon date and time for the review, within 30 days. Review will be undertaken by the homeowner and 2 Board of Directors or a Board of Director and a community member other than the homeowner. In lieu of a meeting the homeowner can submit photographic evidence the ARB request, violation or directive has been completed as approved. The Association reserves the right to request additional photographic evidence if the initial submission does not clearly demonstrate correction or completion. If the photographic evidence is not clear, the Association reserves the right to schedule a review as defined above.

If the homeowner fails to contact the Association to schedule the review meeting after 30 days the Association will deem the homeowner to be in violation and penalties will apply as defined in Article IX, Section 3.

**Pleasant Farm Homeowners Association Social Media Policy.** This policy governs the publication of and commentary on private social media sites established or approved by the Pleasant Farm Homeowners Association (PFHOA). For the purposes of this policy, private social media site means any site sanctioned by Pleasant Farm Homeowners Association.

Establishing a PFHOA presence on a private social media site must be authorized beforehand by a majority of the PFHOA Board of Directors.

When a private social media site is established the PFHOA President will be the Administrator of the network. The PFHOA President may assign Administrator or Editor permissions on the private social media site to additional Board Members, current Members of the organization, or outside entities or individuals as necessary as long as the majority of the Board Members vote to approve.

A second Administrator of any private social media site will be appointed by the Board. This person will be a sitting Board Member and will be nominated by a current Board Member and approved by a majority of the Board.

The PFHOA uses private social media sites to highlight its own work, and to provide information on issues regarding topics of interest to the PFHOA residents. The social media groups will be private and only current residents or homeowners in Pleasant Farm will be authorized access to the group. The pages of private social media will not be used to disparage or discredit other members of the group or the PFHOA and will not be allowed to contribute content that is incendiary or distasteful as determined by the administrators of the private social media groups.

The PFHOA is a non-profit organization and any content or comments created on private social media sites approved or established by PFHOA should not be politically partisan. If any Board member finds content posted to a private social media site administered by the PFHOA as objectionable, they need to bring the issue to all other Board member's attention immediately. If the Primary Administrator agrees, then the content will be promptly removed by an Administrator.

A healthy dialog with constructive criticism can be useful, but all users of private social media sites need to refrain from engaging in a dialogue that could disparage colleagues, other organizations, or critics. If a comment contains untruthful, disrespectful or derogatory language it should be removed. If a commenter continues to post inappropriate content or comments, then they should be banned or blocked.

To remove an Administrator or Editor from a private social media site, a motion must be brought by an Officer of the Board and then confirmed by a majority of the Board members. If the vote is upheld, the President or the second Administrator will remove this person or entity immediately.

Both the President and the second Administrator are responsible for the security of passwords and upkeep of all private social media sites except during the process of transition. Transition: 24 hours prior to a BOD election, administration of all private social media sites will be transferred to one Board Member not up for reelection who is nominated for this position by a fellow Board Member and has majority support of the Board and will be deemed Temporary Administrator of all PFHOA private social media sites. At this time, all usernames and passwords for private social media sites should be given to the Temporary Administrator and the passwords should be changed. This procedure also applies to resignations.

After elections take place and new Board Members are confirmed, the transfer of Administrator power of all private social media sites to the President should take place as soon as possible. The passwords for all private social media sites should be updated. Until that time, the only information that the Temporary Administrator is allowed to disseminate through any of these private social media sites is strictly limited to the announcement of the new PFHOA Board Members.

**Video Surveillance.** Video surveillance has been installed at the Pleasant Farm Subdivision to monitor the common areas for criminal activity and violations of covenants, rules and regulations. These cameras have been installed solely for deterrence and evidence-gathering and have not been installed to ensure any guarantee of protection, safety or security. In adopting the measures, the association is not taking responsibility for the welfare of its members and guests, and each owner must exercise diligence and common sense. Film will be turned over to law enforcement or to another party in the event of a subpoena. Community members do not have access to the film as this is a tool of the Association and/or Management. Two duly elected members of the Board of Directors will have access to view the footage as necessary and appropriate. Film recordings are retained for 90 days.

**Off Road/All-Terrain Vehicles.** No person shall operate an all-terrain vehicle, utility vehicle, dirt bike, or go-cart on any common area of the HOA including but not limited to lots, paved private streets, roads, or parking lots owned and maintained by the HOA.

**Trash Containers.** All trash must be stored in sanitary containers. Containers shall be placed at the curb at the earliest the night before pickup and returned to the rear of the residence the same day as the pickup. If rear yard is fenced, trash containers, must be kept inside the fenced area. In any case, trash containers must not be visible from the street except for the pickup day.

**No Rubbish or Debris Accumulations.**

1. Household furnishings, lawn equipment, vehicle parts, building materials, children's toys, or bicycles shall not remain outside in front of a residence overnight. These items can be stored in a garage or otherwise removed and not visible from the street.
2. No rubbish or debris of any kind shall be dumped or placed on the Property belonging to the Association by an owner, family residents, tenants, guests, invitees, servants, and/or agents.
3. Noxious or offensive activities that could cause embarrassment, discomfort, annoyance, or nuisance to the occupants of other properties of the community, such as burning of garbage or other debris, or any such activity that is not in keeping with maintaining an aesthetically pleasing atmosphere will not be tolerated.

**Disturbing the Peace.** Loud or disturbing noises or vibrations, to include loud stereo systems in your residence or in your car, that disturb neighborhood peacefulness and tranquility will not be tolerated. If your neighbors can hear it, it's too loud.

**Resident Parking.** Vehicles are not to be parked in any area on an owner's lot except in areas designated for parking, i.e. garage, driveway, or parking pad. Temporary parking (defined as 24 hours or less) in other areas on an owner's lot will be accepted only if parked in a fashion not to disrupt normal traffic flow. No unregistered or "junk or otherwise inoperable" vehicles shall be parked on an owner's property even if not visible from the street.

**Storage of Watercraft, Utility Trailers, Motorcycles and Recreational Vehicles.** Boats and other watercraft requiring registration under South Carolina or U. S. Law, must be properly and currently registered and must display clearly and prominently the required tags, decals or other evidence of registration. Storage of all vehicles other than personal passenger vehicles will be stored as inconspicuously as possible, i.e. in a garage or as far back on the property so as not to be immediately visible from the street. If this is not possible, then alternative storage should be considered such as off property storage facilities at owner's expense.

**Community Renting or Leasing of Property.**

1. Homeowners shall register their tenants with the Manager, Pleasant Farm Homeowner's Association by completing and returning the attached registration form.
2. Homeowners are responsible for ensuring that those persons having use of their property comply with the Declaration of Covenant, Conditions, and Restrictions for Pleasant Farm and all policies and Rules and Regulations.
3. The homeowner will be billed for all fines for violations of the PFHOA policies for their tenants.
4. As the homeowner is responsible for their tenant's compliance with all Covenants, policies and Rules and Regulations, the homeowner is encouraged to include a compliance clause in all leases and deliver a copy of same to the tenant.
5. PFHOA will require the homeowner to provide a copy of the lease of their home.
6. All rentals shall be for a period of no less than one year.

**Pleasant Farm Homeowners Association  
Acknowledgement & Information Verification**

By my (our) signature(s) below, I (we) acknowledge receipt of the Rules and Regulations of Pleasant Farm Homeowners Association.

Signature(s) Property Owner(s) \_\_\_\_\_

Signature(s) Renter(s) \_\_\_\_\_

Property Owner's Full Name (Please Print) \_\_\_\_\_

Full Address of Property \_\_\_\_\_

Billing Address:

Owner Contact Information:

Renter Contact Information:

Home Phone: \_\_\_\_\_

Name: \_\_\_\_\_

Work Phone: \_\_\_\_\_

Home Phone: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Email: \_\_\_\_\_

In the event of emergencies and/or natural disasters such as hurricanes, it is very important that the PFHOA have contact information for each resident in Pleasant Farm to include renter contact information.

Please return this form to:

Pleasant Farm Homeowners Association, P O Box 624, Beaufort, SC 29901. Email: [manager@pleasantfarm.org](mailto:manager@pleasantfarm.org)

Pleasant Farm Homeowners Association Inc.  
Rules & Regulations

04/12/2022 GOVERNING DOCUMENT

April 12, 2022  
DATE

Ronald J. [Signature]  
SIGNATURE

President, PFHOA  
TITLE

A. [Signature]  
WITNESS

Sworn to before me this 12<sup>th</sup>  
Day of April, 2022.

Rebecca Tucker  
Notary Public for South Carolina  
My Commission Expires: 12/22/2030

