

Rushland Community Association, Inc.
Use Restrictions and Rules

Pursuant to Section 11.2(a) of the Declaration of Covenants, Conditions, and Restriction for Rushland Community Association, Inc. (hereinafter referred to as “Declaration”), the Board of Directors hereby adopt the following Use Restrictions and Rules which restate, modify or expand the initial Use Restriction and Rules set forth in Sections 11.4 through 11.31 of the Declaration. The Board after input from owners and upon consultation with legal counsel and its current management hereby adopts the following as reasonable and in keeping with the intent of the Declarant and the Formation of our community. The Board finds the following rules to be reasonable, to promote the safety, and preserve the property of the community and the property of the individual homeowners of Rushland.

Restricted Activities

1. Parking of commercial vehicles or equipment, mobile homes, recreational vehicles, golf carts, stored vehicles or inoperable vehicles in places other than enclosed garages or docks approved in accordance with the Declaration; provided, construction, service and delivery vehicles shall be exempt from this provision during daylight hours for such period of time as is reasonably necessary to provide service or to make a delivery to a Lot or the Common Area; Owners of boats and other watercraft and their trailers are subject to the following provisions:
 - a. One well maintained boat and/or pair of personal watercraft may be maintained on a lot.
 - b. Boat and/or personal watercraft must belong to the registered owner(s) of the lot.
 - c. It is preferred, though not required, that the boat and/or personal watercraft are covered and if covered, the cover must be of an earth tone color, dark blue or white, clean and well maintained, free of pooled water.
 - d. Boat and/or personal watercraft must be licensed and registered in South Carolina.
 - e. Boat and trailer length combined must not exceed 26 feet.
 - f. Boat and/or personal watercraft must be kept on a trailer in good working order with inflated tires.
 - g. Boat and/or personal watercraft must be kept on the lot of a completed “finished” residence. Boat and/or personal watercraft cannot be stored on vacant lots.
 - h. Boat and/or Personal watercraft must be maintained as close to the back corner of house and as far away from the street as reasonably possible so as to minimize visibility from the street.
 - i. These Boat Storage Guidelines may be interpreted and will enforced by the Board of Directors in a reasonable manner but at their full discretion.

Additional Restricted Activities

2. Raising, breeding or keeping of animals, livestock, except that a reasonable number of dogs, cats or other usual and common household pets may be permitted in a Lot; however, those pets which are permitted to roam free, or, in the sole discretion of the Board, make objectionable noise, endanger the health or safety of, or constitute a nuisance or inconvenience to the occupants of other Lots shall be removed upon request of the Board. If the pet owner fails to honor such request, the Board may remove the pet. Dogs shall be kept on a leash or otherwise confined in a manner acceptable to the Board whenever outside the dwelling. Pets shall be registered, licensed and inoculated as required by law in Charleston Co.
3. Any activity is prohibited which emits foul or obnoxious odors outside the Lot or creates noise or other conditions which tend to disturb the peace or threaten the safety of the occupants of other Lots;
4. The pursuit of hobbies or other activities which tend to cause an unclean, unhealthy or untidy condition to exist outside of enclosed structures on the Lot are prohibited;
5. Any noxious or offensive activity which in the reasonable determination of the Board tends to cause embarrassment, discomfort, annoyance, or nuisance to persons using the Common Area or to the occupants of other Lots is prohibited;
6. Outside burning of trash, leaves, debris or other materials. Fires in outdoor fire pits are allowed if executed in a safe manner.
7. The use or discharge of any radio, loudspeaker, horn, whistle, bell, or other sound device so as to be audible to occupants of other Lots, except alarm devices used exclusively for security purposes.
8. The dumping of grass clippings, leaves or other debris, petroleum products, fertilizers, or other potentially hazardous or toxic substances in any drainage ditch, stream, pond, or lake, or elsewhere within the Property, except that fertilizers may be applied to landscaping on Lots provided that care is taken to minimize runoff, and Builders may dump and bury rocks and trees removed from a building site on such building site.
9. The accumulation of rubbish, trash or garbage except between regular garbage pickups, and then only in approved containers and screened from view for streets and other Lots.
10. The obstruction or rechanneling of drainage flows after location and installation of drainage swales, storm sewers, or storm drains, except that the Association shall have such right, provided, the exercise of such right shall not materially diminish the value of or unreasonably interfere with the use of any Lot without the Owner's consent.

11. The Subdivision of a Lot into two or more Lots, or changing the boundary lines of any Lot after a subdivision plat including such Lot has been approved and filed in the Public Records is strictly prohibited.
12. The discharge of firearms, firecrackers and other fireworks is prohibited although the Board shall have no obligation to take action to prevent or stop such discharge. The Board and other residents of Rushland are encouraged to report such violations to the City Police Dept. which has jurisdiction to patrol the subdivision and streets of Rushland.
13. On-site storage of gasoline, heating, or other fuels, except that a reasonable amount of fuel may be stored on each Lot for emergency purposes and operation of lawn mowers and similar tools or equipment, and the Association shall be permitted to store fuel for operation of maintenance vehicles, generators, and similar equipment.
14. Any business or trade which is not expressly permitted under the Declaration, or any garage sale, moving sale, rummage sale, or similar activity, except that an Owner or occupant residing in a Lot may conduct business activities within the Lot so long as:
 - (i) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the Lot;
 - (ii) the business activity conforms to all zoning requirements of the City of Charleston for the Property;
 - (iii) the business activity does not involve regular visitation of the Lot by clients, customers, suppliers or other business invites or door-to-door solicitation of residents of the Property; and
 - (iv) The business activity is consistent with the residential character of the Property and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Property, as may be determined by the sole discretion of the Board. The terms “business” and “trade” as used in this provision, shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider’s family and for which the provider receives a fee compensation, or other form of consideration, regardless of whether: (a) such activity is engaged in full or part-time, (b) such activity is intended to or does generate a profit, or (c) a license is required.

The leasing of a Lot shall not be considered a business or trade within the meaning of this subsection so long as such lease conforms to all other requirements of the Declaration. This subsection shall not apply to any activity conducted by the Declarant or a Builder approved by the Declarant with respect to its development and sale of the Property or its use of any Lots which it owns within the Property, including the operation of a timeshare or similar program.

15. Capturing, trapping or killing of wildlife within the Property, except in circumstances posing an imminent threat to the safety of persons using the Property. Nothing contained herein shall prohibit fishing, shrimping, or crabbing from any dock or docks within the Property which are constructed in accordance with the provisions hereof.
16. Any activities which materially disturb or destroy the vegetation, wildlife, wetlands, or air quality within the Property or which use excessive amounts of water or which results in unreasonable levels of sound or light pollution.
17. Conversion of any carport or garage to finished space for the use as an apartment or other integral part of the living area on any Lot without the prior approval of the ARB pursuant to Article X is prohibited.
18. Any construction, erection, or placement of anything, permanently or temporarily, on the outside portions of the Lot, whether such portion is improved or unimproved, except in strict compliance with the provisions of X of the Declaration. This shall include, without limitation, signs, sports and play equipment; clotheslines; garbage cans; woodpiles; above-ground swimming pools; docks; piers; and similar structures; and hedges, walls, dog runs, animal pens, or fences of any kind.

Prohibited Conditions

19. Plants, animals, devices or other things of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Property.
20. Structures, equipment or other items on the exterior portions of a Lot which have become rusty, dilapidated or otherwise fallen into disrepair.
21. Sprinkler or irrigation systems or wells of any type which draw upon water for lakes, creeks, streams, rivers, ponds, wetlands, canals, or other ground or surface waters within the Property, except that Declarant and the Association shall have the right to draw water from such sources.
22. Window air-conditioning units are prohibited.
23. Use of any Lot for operation of a timesharing, fraction-sharing, or similar program such as Air B&B, VRBO and the like whereby the right to exclusive use of the Lot rotates among participants in the program on a fixed or floating time schedule over a period of years.

A fine of \$500.00 per day will be imposed on any Owner who actively engages in the rental of their home as a vacation property.

A warning letter will be issued to any HOA member in violation of the above giving the member 10 days to correct the situation. IF after 10 days, the situation is not corrected, then fines shall be levied as noted above.

Leasing of Lots

24. “Leasing”, for the purposes of the Declaration is defined as regular, exclusive occupancy of a Lot by any person other than the Owner, for which the Owner receives any consideration or benefit, including, but not limited to a fee, service, gratuity, or emolument. All leases shall be in writing, and require a minimum lease term of Thirty (30) days. The 30 day period may be repeated 12 times per year. Notice of any lease, together with such additional information as may be required by the Board, shall be given to the Board by the Lot Owner within 10 days of execution of the lease and prior to commencement of lease term. The Owner must make available to the lessee copies of the Declaration and By-Laws of Rushland Community including a copy of these rules. The terms lease and rent are considered interchangeable.

Pavilion Reservation and Use Policy

25. All policies and guidelines for the rental and use of the Rushland Island Pavilion are outlined in the Rushland Island Homeowners Association Pavilion Reservation Policy and Rushland Island Homeowners Association Guidelines for Use of the Pavilion. To request a copy of the policies and guidelines contact Sentry Management, Inc. The referenced policy and guidelines are attached

RUSHLAND ISLAND HOMEOWNERS ASSOCIATION PAVILION RESERVATION POLICY

1. The Rushland Island Pavilion is open for the use of Rushland Island property owners and their accompanied guests. The pool cannot be reserved, exclusively.
2. Non-residents may reserve the pavilion for an event as long as they are connected to or “sponsored” by a Rushland Island resident/property-owner.
3. No one under the age of 21 may reserve the Pavilion.
4. Whether sponsoring or hosting, the Rushland Island property owner over the age of 21 must be in attendance at any scheduled event. Events organized chiefly for minors **MUST** be supervised by responsible adults over the age of 21 at all times and in all areas.
5. Rushland Island HOA-sponsored social and/or business functions will have priority over private events. Private events are to be scheduled by property owners. The Pavilion cannot be used for any business or third-party money-making purpose other than HOA business matters such as annual and special meetings. **ABSOLUTELY NO** “per-person” charges for guests or similar practices resulting in monies being collected by ANY person or agency other than SENTRY MANAGEMENT, INC are permissible.
6. Private events must be scheduled at least 10-15 days in advance, on a first-come/first-served/space-available basis.
7. Events must be approved and scheduled through *SENTRY MANAGEMENT, INC.* Once Sentry receives a request to reserve the RI HOA Pavilion, the request will be forwarded to the RI HOA Board for approval. Property owners whose HOA accounts are considered to be, “not in good standing” may not be approved to reserve the RI HOA Pavilion.
8. At their discretion, *SENTRY MANAGEMENT, INC.* and the Rushland HOA Board reserve the right to refuse use of the facility by any group or organization whose size is likely to strain the facilities or constitute a hazard in the event of fire or other emergency.
9. Neither *SENTRY MANAGEMENT INC* nor the Rushland Island HOA assumes any liability for personal injury to or for the loss of personal property of property owners or their guests using the Rushland Island Pavilion.
10. The reservation fee structure is as follows:
 - A reservation fee of \$500.00 (payable by two checks in the amounts of \$100.00 and \$400.00) will be due upon the execution of this Reservation Agreement.
 - \$100.00 of the fee is non-refundable, and will be used to cover the cost of pre and post event inspections performed by SENTRY MANAGEMENT, INC. Inspections to be scheduled M-F 9 am- 5pm.
 - Property owners reserving and hosting an event at the RI HOA Pavilion are eligible for a refund of \$400.00 if no damages occur (determined at post-event inspection)
 - Non-property owners reserving and hosting an event (sponsored by a property owner) are not eligible for a refund (\$400.00 is deposited into the HOA general account)
 - Any monies held back from the deposit for issues are final and cannot be appealed.
11. If the pre-inspection reveals issues related to cleanliness, damage to property or regarding the general working order of the facility, then SENTRY MANAGEMENT, INC. will communicate concerns to the RI HOA Board, immediately.

RUSHLAND ISLAND HOMEOWNERS ASSOCIATION GUIDELINES FOR USE OF THE PAVILION

Once a reservation has been confirmed, the event host and event sponsor must abide by the following guidelines:

1. The property owner (sponsor) and/or event host making the reservation are responsible for meeting with *SENTRY MANAGEMENT INC* on the weekday just prior to the event to conduct a pre-inspection whereas damage or cleanliness problems are identified (M-F 9 am- 5pm).
2. The property owner/sponsor reserving the facility is responsible for the conduct of all guests associated with a private event. The event host and “sponsor” shall not allow any activity at the event which may endanger the health or unreasonably annoy, disturb or cause embarrassment, discomfort, or nuisance to other owners or residents, or in such a way constitute, in the sole opinion of the Rushland Island HOA Board, a nuisance.
3. Decorations are permissible and must be cleaned up following the event.
4. No modifications to the electric supply and distribution systems are allowed, under any circumstance.
5. Damage to the entrance gate will result in the forfeit of deposit.
6. Smoking is permissible in all outside areas in and around the pavilion. All cigarette butts should be disposed of properly (collected in an appropriate receptacle), not in trash cans.
7. Any fryers or oyster cookers should be used in the grass area nearest to the oyster table and grills, only.
8. Alcoholic beverages may not be sold. No alcoholic beverages are to be served or consumed by anyone under the age of 21.
9. No fireworks of any kind are permitted at or near the Rushland pavilion, including the dock and boat house, at any time. The City of Charleston does not allow fireworks without a certified specialist. If this is the case, then only professionals should be allowed with a permit from the City of Charleston.
11. Event hosts and sponsors agree to respect the quiet enjoyment of the residents of the community. There shall be no noise from the event or during termination of the event that disturbs nearby residents; therefore, all music should be played at a minimum volume. Normal closing hours for clubhouse functions shall be **11:00 PM**.
11. The presence of dogs or animals will be allowed in the pavilion area at the discretion of the sponsor or event host. Under no circumstances are pets allowed in the pool. Owners are expected to clean-up after their dogs.
12. At the end of the scheduled event the pavilion and surrounding grounds must be cleaned up including removal of all food, utensils, decorations, and personal belongings. Trash is to be collected from ALL receptacles including the one at the end of the dock by the water. Once collected, trash is to be bagged and placed into the large trash bin located in the parking lot. Recyclable materials are to be collected and placed into the recycle bin. Following events that occur on weekends, all trash and recycle bins are to be placed curbside. Sponsors and event hosts are expected to leave the pavilion clean and organized for the next scheduled event.
13. The sponsor and event host shall clean the pavilion restroom following their event (bring cleaning supplies).

14. All furniture in the pavilion and surrounding area must be left in the condition in which it was found.
15. The sponsor and event host are responsible for securing the pavilion at the conclusion of the event. If all is in order as determined by a post-event inspection by *SENTRY MANAGEMENT, INC* property owners acting also as hosts will receive \$400.00 of their original deposit returned to them (check will not be deposited); while non-property owners acting as hosts will forfeit the remaining \$400.00 of their original deposit. If problems arise and repairs or cleaning are needed, all costs above the amount paid by deposit must be paid by the sponsor and event host. Such fees are subject to the collection policies of *SENTRY MANAGEMENT, INC*.
16. Post-event inspections must be scheduled with SENTRY MANAGEMENT, INC. Again, inspections are scheduled for the closest weekday following the event (M-F 9 am- 5pm).
17. Any monies held back from the deposit for issues are final and cannot be appealed.

SWIMMING POOL EVENTS

The swimming pool is allowed to be used for small events (such as a birthday party); however, this use is **not exclusive** to event guests attending an event. There is no fee associated with having an event at the pool. POOL GUESTS ARE THE RESPONSIBILITY OF THE HOST AND SPONSOR AND RUSHLAND ISLAND HOMEOWNERS, INC. a.k.a.”the Rushland Community,” DOES NOT ASSUME ANY RESPONSIBILITY FOR THE SAFETY OF THE POOL USE OR FOR ANY INJURY OR DEATH RESULTING FROM THE USE OF THE POOL. ALL POOL USE MUST BE FINISHED BY DARK.

While event guests are using the pool, residents of Rushland Island have **priority** over event guests should the number of swimmers exceed DHEC limits.

While event guests are using the pool and the surrounding area, the event host and “sponsor” shall be present at the pool during the entire time.

POOL RULES CURRENTLY POSTED AT THE POOL MUST BE COMPLIED WITH. Absolutely NO GLASS is allowed in or around the pool deck area. Absolutely NO PETS are allowed in the pool or within the pool enclosure as per DHEC rules.

If the pool is closed due to equipment problems or other problems which cannot be repaired before your event, *SENTRY MANAGEMENT, INC* apologizes for this inconvenience, and is not responsible for any costs incurred with re-scheduling your event.

**RUSHLAND ISLAND HOMEOWNERS ASSOCIATION
RESERVATION APPLICATION & AGREEMENT
RUSHLAND ISLAND PAVILION**

Event Sponsor Information

Sponsor (Rushland Property Owner) Name_____

Sponsor's Address_____

Mailing Address if different from above: _____

Phone _____ email _____

Event Host Information

Event Host's Name_____

Phone _____ email _____

Event Details

Type of Event _____ Event Date_____

Scheduled Start Time _____ Scheduled End Time _____

Estimated Number of Guests _____ (Limited to no more than 50)

**I HAVE READ THE POLICY FOR THE USE OF THE RUSHLAND ISLAND PAVILION AND
AGREE TO COMPLY WITH SUCH POLICY.**

Event Host and Event Sponsor's Signatures

Date

SWIMMING POOL ACKNOWLEDGEMENTS

I/We acknowledge and understand there will NOT be a lifeguard on duty to guard the pool. Therefore, I do hereby agree to release SENTRY MANAGEMENT, INC. and the Rushland Island HOA, its members and the Board of Directors from any and all claims or liability of any nature to my guests or me arising from use of the pool and the surrounding areas during the period of this agreement dated

Event Host and Event Sponsor's Signatures

Date

CHECKS (only) MUST BE PAYABLE TO:
RUSHLAND ISLAND HOMEOWNERS ASSOCIATION
and mailed to:
c/o SENTRY MANAGEMENT INC.
4925 LACROSS ROAD, SUITE 112, N. CHARLESTON, SC 29406
RUSHLAND ISLAND PAVILION

PRE/POST-EVENT CHECKLIST

Task Items	Satisfactory	Unsatisfactory	Repairs to be completed (Use space below if necessary)	Sentry initials
1. The pavilion & surrounding grounds are clean (no trash)				
2. All food items are removed (oyster shells, fryer oil, etc.).				
3. All utensils and food equipment are removed.				
4. All decorations & attachments are removed				
5. Trash is bagged and placed into the large trash bin located in the parking lot. *Moved curbside following weekend events.				
6. Recyclable materials are collected and placed into the recycle bin. *Moved curbside following weekend events.				
7. All cigarette butts should be disposed of properly (collected in an appropriate receptacle provided by event host), not in trash cans.				
8. The pavilion restroom has been cleaned. Cleaning materials and supplies are provided by the event host. Toilet paper, paper towels and hand soap are replenished.				
9. All furniture in the pavilion and surrounding area has been left in the condition in which it was found.				
10. No physical damage to the pavilion structure is present (broken lights, broken pickets, etc.)				
11. No damage to the				

entrance gate is present.				
12. No damage to any component of the electrical supply is present.				
13. No damage to any "locks" in and around the pavilion and pool area is present				
14. The pool and surrounding deck area are clean and neat with furniture returned to its proper location				
15. The pavilion has been secured following the conclusion of the event.				

Additional details for repairs to be made (*Use back if necessary*):

All repairs to be completed by the following date: _____

Once all is in order as determined by a post-event inspection by SENTRY MANAGEMENT, INC property owners acting also as hosts will receive \$400.00 of their original deposit returned to them; while non-property owners acting as hosts will forfeit the remaining \$400.00 of their original deposit. If problems arise and repairs or cleaning are needed, all costs above the amount paid by deposit must be paid by the sponsor and event host. Such fees are subject to the collection policies of SENTRY MANAGEMENT, INC. Any monies held back from the deposit for issues are final and cannot be appealed.

- ☐ **All repairs are complete and the pavilion is in working order.**
- ☐ **The pavilion is in satisfactory order and NO repairs are needed prior to/following this event.**

Signature of RI HOA property owner

Date

Signature of Event Host

Date

Signature of representative, SENTRY MANAGEMENT, INC.

Date