



OWNERS HANDBOOK

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WHERE DO I GO ON FRIPP????

Vehicle Decals	Frapp Island Property Owners Association (FIPOA)	225 Tarpon Blvd (843) 838-4155 http://www.frappislandliving.com/Security_owner_decals.htm	Decals allow access onto the Island without stopping at the Security Gate. Each owner is entitled to 5 decals free of charge. All vehicle decals after five are \$50.00 each. All replacement decals are \$5.00 each.
Guest & Vehicle Passes	Frapp Island Property Owners Association Security (FIPOA Security)	225 Tarpon Blvd (843) 838-2334 for guest passes	Go to Security to call your guests onto the Island. There is an easy web link www.gateaccess.net to fill out a form or you may call the automated pass line.
Traffic, Traffic, Animal & noise issues	Frapp Island Property Owners Association Security (FIPOA Security)	225 Tarpon Blvd or Security Gate (843) 838-2334 http://www.frappislandliving.com/security.htm	Call Security if you have an issue to report or if you see something that is out of place.
Physical changes to property and Landscape	Frapp Island Property Owners Association Architectural Review Board (ARB)	225 Tarpon Blvd (843) 838-4155 mjohnson@frappislandliving.com	Go to the ARB if you have questions about or plan to make changes to your Frapp property. ARB also handles complaints about property appearance.
Club Membership	Frapp Club (FIR)	Next to the Olympic Pool (843)-838-1529 ksuddeth@frappislandresort.com	Memberships allow access to the amenities including restaurants, golf, pools, tennis and the Marina
Water & Sewer	Frapp Island Public Service District (FIPSD)	291 Tarpon Blvd (843) 838-2400 Contact@fipsd.org	PSD controls water and sewer, beach erosion and the Frapp Inlet Bridge.
Guest Cards	Frapp Club (FIR)	Next to the Olympic Pool (843) 838-1529 guestcards@frappislandresort.com	Go to the Club to get access for your guests to use the Club amenities
Condominium Issues	Various Regime Managers	Various Call FIPOA for the list (843) 838-4155	Issues concerning certain neighborhoods and all condominiums are handled by small regimes.
Roads, Crossovers & Lagoon Issues	Frapp Island Property Owners Association (FIPOA)	225 Tarpon Blvd (843) 838-4155 http://www.frappislandliving.com/index_owners.htm	FIPOA is responsible for roads, beach accesses and most lagoons that are not on the golf courses.

Living on Fripp Island

This information is provided by the Fripp Island Property Owners Association (FIPOA) to help answer some of your questions as a property owner.

Security Department	Phone	Email
Chief of Security	(843) 838-4113	Security@FrippIslandLiving.com
Security Dispatch	(843) 838-2334	Security2@FrippIslandLiving.com
F.I. Fire Department	(843) 838-4085	frippfire@islc.net

Fripp Island POA Information

Website: www.FrippIslandLiving.com

Areas of Responsibility: Security, Architectural Review, Roads, Drainage, Bike Paths, Beach Crossovers, Davis Love Park and Audubon Park and Common Grounds issues.

SECURITY is maintained by the Fripp Island Property Owners Association on a 24-hour basis. The Security officers make routine patrols throughout the island. Please call them if you should have a problem (843) 838-2334.

GUEST PROCEDURES: When you purchased property, you were given a PIN number. Provide it, your guest's guest name, date of arrival, date of departure, and their Fripp address destination when requesting passes for your guests. This can be done several ways:

- ✓ Via dispatch (843) 838-2334
- ✓ Via fax (843) 838-2101 or, the easiest way: Login through the website
- ✓ www.FrippIslandLiving.com , go to the Owner's section, click on Owner's Login button on the upper right side, and use your previously registered email and password of your choosing to enter your passes online.

If an unexpected guest should arrive, the gate officer will have to speak with you before permission can be granted for the guest to access the Island.

VEHICLE DECALS: Owner decals allow your family's vehicles to come thru the Security gate without stopping for a pass. Please contact the FIPOA Administration office to get your decals. You can fill out the forms on-line at www.frippislandliving.com/security and the decals will be mailed to you, or you can come to the office at 225 Tarpon Boulevard. Every parcel is entitled to 5 vehicle decals free of charge. Additional decals are \$50 each. Replacement decals are \$5.00 each.

FIPOA CONTACTS:

(843) 838-4155

FAX (843) 838-9072

General Manager – John Marsh	(843) 838-4155	jmarsh@FrippIslandLiving.com
Security Chief – Glen Tabasko	(843) 838-4113	Security@FrippIslandLiving.com
Security Dispatch	(843) 838-2334	Security2@FrippIslandLiving.com
Asst. General Manager	(843) 838-4155	treeves@frippislandliving.com
ARB Administrator	(843) 838-4155	mjohnson@FrippIslandLiving.com

General Information: Basic Services

Water & Sewer	PSD	(843) 838-2400	www.fipsd.org
Electricity	SCE&G	(800) 251-7234	www.scana.org
Telephone & Internet	CenturyLink	(800) 334-3029	www.centurylink.com
Cable & Internet	Comcast	(843) 522-0784	www.comcast.com
Cable, Phone & Internet	Hargray	(877) 427-4729	www.hargray.com
Internet	ISLC	(843) 770-1000	www.islc.net
Satellite TV	Dish Network	(877) 980-7359	www.dish.com
Satellite TV	Direct TV	(800) 347-3288	www.directv.com

Trash Removal Services*

Low Country Sanitation (843) 838-4503

**Property owners are responsible for contracting for their own trash pickup.*

Dump Sites/ Recycle Centers:

The following information concerns the dumpsite locations between Fripp Island and Beaufort. Note that the recycling information is different at each site. If you have specific questions concerning recycling, please call (843) 255-2736. All dumps are closed on holidays.

Cee Cee Road – by “Shrimp Shack”: 838-8309

Recycle: Aluminum and steel cans; textiles; & used oil. Hours: Mon., Wed., Fri. 6 AM–11 AM; Sat. 8 AM–4 PM; Sun. 10 AM–6 PM

St. Helena Convenience Center – 639 Sea Island Parkway: 838-7277

Recycle: Aluminum cans; textiles; used oil & oil filters; used car, truck & off-road tires; #1 & #2 plastics; clear, green and brown glass bottles; magazines, paper and cardboard; household waste, bulky items, yard waste, construction & demolition debris, and white goods. Hours: Tuesday, Thursday, Saturday and Sunday. 7 AM–7 PM

Travel Information:

Airports and their distances from Fripp Island

Charleston – 106 miles www.chs-airport.com

Hilton Head – 73 miles www.hiltonheadairport.com

Savannah – 67 miles www.savannahairport.com

Railroads – Amtrak in Yemassee, SC – 39 miles from Fripp Island

Beaufort County Libraries: There is no charge for a library card.

Main Branch downtown at 311 Scott Street – 525-4003.

St. Helena Branch, 6355 Jonathan Francis Senior Road – 255-6486.

Useful Websites:

Beaufort City www.cityofbeaufort.org

Beaufort County www.bcgov.net

Beaufort County Emergency Management www.bcgov.net/emerg_mgt/situation.php

Beaufort County Library www.co.beaufort.sc.us

Beaufort Gazette www.beaufortgazette.com

Beaufort Online www.beaufortonline.com

Car/Boat Registration www.sc.dmv.org

Fripp Island Beach Cam www.dickens.com/The_Universe/Fripp/fripp.html

Fripp Island Community Centre www.frippicc.org

Fripp Island Fire Department www.fipsd.org/firedepartment.html

Fripp Island Public Service District www.fipsd.org

Fripp Island Turtle Protection www.islc.net/~fripplog

Ocean Water Quality www.beaches911.org

South Carolina Front Door www.sciway.net

University of SC Beaufort www.sc.edu

Voter Registration www.iwanttovote.com

Who's who?

Fripp Island Property Owners Association (FIPOA)

The FIPOA is governed by an elected Board of Directors, consisting of 10 owner-members. All property owners are members of the association upon full payment of current established annual assessments. If you would like to access the current Bylaws, Rules and Regulations, and Covenants, you may do so by visiting our website (www.FrippIslandLiving.com) and selecting the Governing Documents button. The FIPOA web site tons of valuable information including access to ordering guest passes, the latest board meeting minutes, information about clubs, local nature, the latest issue of *The Trawler*, forms to obtain owner decals, lists of local contractors, links to other Fripp sites and more.

The FIPOA office is open Monday through Friday from 8:30AM to 4:30PM. The staff, headed by General Manager John Marsh, is available to help with any questions or concerns you may have. Phone (843) 838-4155; FAX (843) 838-9072; email jmarsh@FrippIslandLiving.com ; or mail 225 Tarpon Boulevard, Fripp Island, SC 29920.

Fripp Island Architectural Review Board (FIARB)

The purpose of the Architectural Review Board is to implement covenants and carry forth responsibility of design review set forth in the restrictive covenants of Fripp Island. The FIPOA Board of Directors appoints the ARB.

ARB meetings are held the first and third Thursday of each month at 8:30 am in the FIPOA Boardroom. Submittals must be received in the FIPOA office by 4:30 pm the Monday prior to the meeting. If not received by 4:30 pm it may be deferred to the next meeting of the Board. The FIARB can be reached by calling ARB Administrator, Meghan Johnson (843) 838-4155. To read the ARB guidelines, got to the website: <http://new.frippislandliving.com/wp-content/uploads/Fripp-Island-ARB-Guidelines.pdf>

Fripp Island Public Service District (FIPSD)

The Fripp Island Public Service District is a special purpose local government created by the South Carolina Legislature to serve the residents and property owners of Fripp Island, South Carolina. Services provided include water supply, wastewater collection and treatment, fire protection, beach erosion control, and the operation and maintenance of the Fripp Inlet Bridge.

An elected, six-member commission governs the District. The Commission establishes policies and procedures, approves the annual budget and adopts the necessary utility rates and tax levies to fund the District's operations. The District's manager, hired by the Commission, has responsibility for the District's overall operations. The District's fire chief is responsible for the operation of the fire department, which includes emergency medical services and beach rescue as well as fire prevention.

The District is organized into three departments: water & wastewater, fire, and erosion & bridge. The water and wastewater department is funded predominantly through user charges (utility rates) similar to a private business enterprise. The fire department and erosion & bridge department are funded exclusively by taxes.

The FIPSD office is located at 291 Tarpon Boulevard
Telephone is (843) 838-2400

Email is contact@fipspd.org

Payments of water bills should be mailed to PO Box 75138, Charlotte, NC 28275-5138

Fripp Island Golf and Beach Resort

The Fripp Island Golf and Beach Resort is a private Club that owns and operates the amenities on Fripp Island. Access to amenities is available to Fripp Island Club Members, Fripp Island Resort Lodging Division guests and Club card holding guests of Fripp Island Club Members.

Areas of Responsibility: Club, Amenity, and Rental issues.

Website: www.frippislandresort.com

	Phone	Email
Club Office	(843) 838-1628	
General Manager, Stuart Mitchell	(843) 838-1570	stuartm@frippislandresort.com
Asst. G.M. Glenn Byron	(843) 838-2680	gbyron@frippislandresort.com
Club Manager	(843) 838-1529	ksuddeth@frippislandresort.com
Club Assistant	(843) 838-1528	
Resort Services		info@frippislandresort.com
Club Office & Business Center	(843) 838-1528	
Front Desk	(843) 838-7053	
Group Sales Office	(843) 838-1507	
Housekeeping	(843) 838-1520	
Maintenance	(843) 838-1515	
Reservations	(843) 838-3535	reservations@frippislandresort.com
Restaurants and Lounges		
19th Hole	(843) 838-1509	
Beach Club Restaurant	(843) 838-1510	
Ocean View Lounge	(843) 838-1510	
Bonito Boathouse	(843) 838-1506	
Cabana Club	(843) 838-1598	
Food Court	(843) 838-1513	
Marina Deli	(843) 838-1517	
Ocean Point Grille	(843) 838-1508	
Recreation		
Activity Center	(843) 838-1516	recreation@frippislandresort.com
Fitness Center	(843) 838-1511	
Island Excursions Rentals	(843) 838-1518	excursions@frippislandresort.com
Marina Ship Store	(843) 838-1517	marina@frippislandresort.com
Racquet Club	(843) 838-1504	racquet@frippislandresort.com
Ocean Point Golf Links	(843) 838-1521	
Ocean Creek Golf Club	(843) 838-1576	oc@frippislandresort.com

Fripp Island Club Amenities*:

**You must be a Member of the Fripp Club to use the amenities. Contact the Club Office at 843-838-1528*

Ocean Point Grille is a casual dining facility that serves breakfast, lunch and snacks and is located at the Ocean Point Golf Complex.

Beach Club Restaurant is located in the center of the island in the Beach Club complex. It is an elegant seaside dining experience and reservations are required.

Bonito Boathouse Restaurant is located at the Fripp Island Marina and serves lunch & dinner daily in a casual waterside atmosphere. It is open seasonally

The 19th Hole in the Ocean Creek Club House is a great quick stop for a sandwich, hotdog, snack or beverage before or after your round of golf.

Food Court located in the Beach Club complex offers pizza, salads, fried chicken, ice cream, quesadillas, burritos, and much more. It is open seasonally.

The Cabana Club Restaurant serves lunch at our premier family pool complex overlooking three pools, Pritchard's Island and Skull Inlet. It is open seasonally.

Savannah's Lounge is available to rent for private parties.

Sandbar is an ocean side bar next to the Adult Pool and Beach Club, often featuring live entertainment.

Pools Adult Pool, Olympic Pool Complex, Marina Pool, Cabana Club Pool Complex, Ocean Point Pool

Racquet Club offers year round play and instruction on eight clay courts and two hard courts.

Ocean Creek Golf Course is Davis Love III's first signature course. This course features 18 holes that wind thru the salt marshes and wetlands.

Ocean Point Golf Links was designed by George Cobb and is a true seaside links course.

Activity Center offers a variety of programs for young and old alike; Camp Fripp, Kid's Night Out, Kayaking, Crabbing and more. The activity center is also home to a nature center where you can meet a number of animals native to Fripp Island.

Island Excursions Rentals located in the Marina Village offers rentals of carts, scooters, bikes, kayaks and boats.

Club Office & Business Center in the Olympic Pool Village offers a fax center, copy machine and high-speed Internet service.

Peg Legs located in the Marina Village is an open-air facility with a view of Old House Creek that is available to rent for private parties.

The Creek House located at Wardle's landing is available to rent for private parties.

The Fitness Center located in the Olympic Pool Village is an exercise facility offering weight and cardio machines.

The Marina Ship Store and Deli located in the Marina Village offers a full service marina with boating apparel and supplies as well as groceries. The Marina deli offers soup, sandwiches and salads to go. It is open to the public

Fripp Island Clubs and Volunteer Organizations

Name	Contact	(843) 838-Number
Audubon Club	Sally Jessee	3655
Community Centre	David Moore	1790
Community Dinners	Don Aldrich	9149
Friends of Music	Rick Stein	1780
Fripp Island Tennis Assoc.	Troy McMullen	1504
Ladies 9 Hole Golf	Ann Lyman	708-373-7840
WGA - Ladies 18 Hole Golf	Jane Marquart	301-254-3871
Men's 9 Hole Golf	Dan Bialas	231-282-0352
MGA - Men's 18 Hole Golf	Thom Lane	828-305-2283
ROMEO's	Jack Sims	814-392-9045
Sea Rescue	Dick Work	843-271-3351
Singles Dinner	J. Bogner	330-464-8615
Turtle Protection	Karen Natoli	843-263-4651
Women's Club President	Pat Sims	757-870-3407
Yacht Club	Rich Combes	3328

SPRING TIDE MARKET

Spring Tide Market Fripp Island's only publicly accessible grocery store that offers domestic and imported beer, wine, and spirits. Fresh gourmet coffee and teas. Fountain drinks, ice, fresh produce, sandwiches, ice cream, beach items and accessories. Handmade island jewelry and much, much more.

Beer and wine sales are also available on Sundays!

We are open daily, located next to the Fripp Island Real Estate office at the front of the island. You can contact us at 843-838-0040. <http://springtidemarket.com>

Fripp Island Real Estate Company is the only on island real estate company. You can Contact us at 843-838-2411 www.frippislandrealestate.com

Golf Cart Registration

Call FIPOA Security (843) 838-2334 to schedule an appointment to register your golf cart. Golf carts that are not registered cannot be operated on the roadways of Fripp Island and are subject to being stopped.

Golf carts being operated on the POA roadways must be insured and have, a rearview mirror, headlights, taillights and brake lights. Golf carts being operated on the roadways could be issued a POA summons for operating an unlicensed motorized vehicle under Section 1, Subsection (i) that carries a \$50.00 fine.

Golf carts brought to the island by non-owners must pay a \$50.00 registration fee within 24 hours of arrival (\$300.00 fine for not registering). ATV's are not allowed. (\$300.00 fine & \$25.00 impound fee).

Commercial Access Fees

The Fripp Island Property Owners Association charges access fees to certain commercial vendors and service providers.

Currently, the daily fee is \$10 for vehicles & light trucks, \$10 for trailers, \$25 for 6-wheeled vehicles, \$45 for vehicles over 6 wheels. Concrete trucks are charged \$25 per trip.

Annual decals are available for \$200 for vehicles and light trucks, \$300 for 6 wheeled vehicles, \$100 for trailers, \$400 for vehicles over 6 wheels. Commercial Vehicle decals are issued in April each year. Purchase in January will prorate the cost to ½ price.

Purchase of an annual commercial decal entitles the service provider to be listed on the Service Provider list in this binder as well as on the POA website www.frippislandliving.com/owners_services.htm.

Service providers excluded from the charge are listed below:

AIRBORNE/ FEDX /UPS

Appraisers

Caregivers, such as nurses, doctors and clergy

Commercial vehicles working exclusively for the Fripp Island Resort

Commercial vehicles working exclusively for the Fripp Group

Emergency vehicles

Financial Analysts

Florists

Fripp Island Public Service District vehicles

FIPOA / FICC

Government Vehicles

Individual Domestic

Insurance Agents

Limousines

Locksmiths – emergency only

Moving vans

Newspaper carriers

Realtors

Pritchard's Island guests and staff

Satellite TV providers

Septic tank cleaning services - emergency only

Taxis

Tow trucks / car repairs

Utility companies – CenturyLink, Hargray, SCE&G, Comcast

If you have an emergency (septic back-up, air conditioner quits) please let the Security officer at the gate know and the contractor may be exempt from paying an access fee.

Beware of vendors who promise free delivery of goods! They must still pay Fripp access fees and may try to pass that fee on to you. Discuss this at the time of purchase.

If a contractor comes to the gate unprepared to pay the access fee, he will not be turned away— if we are able to contact the property owner and get assurance that the owner will pay the fee in a reasonable time frame.

FRIPP ISLAND PROPERTY OWNERS ASSOCIATION

LOCAL SERVICE PROVIDERS LIST

The FIPOA neither endorses, recommends nor disapproves of the service providers or services listed herein. The list of service providers is for informational purposes only. The list is compiled of vendors who have purchased an annual decal from the FIPOA and have given permission to print their name and number in this book.

BUILDING SUPPLIES

ANCHOR HARDWARE, NC..... (843) 815-9264
BUILDERS FIRST SOURCE #21..... (843) 987-0810
GRAYCO BUILDING CENTER..... (843) 522-9994

CABINETRY

CABINETS BY DEAN - NIT PICKERS II..... (843) 575-6139
CADE, ROBERT..... (843) 575-6088
DAVID YOAKUM CABINETRY..... (843) 522-0501

CARPENTRY

CARPENTRY PLUS..... (843) 263-8842

CARPET CLEANING

STANLEY STEEMER..... (843) 645-2280

CHIMNEY SERVICES

DJ'S CHIMNEY SWEEP..... (843) 263-2447

CONSTRUCTION, RESIDENTIAL

A&D BUILDERS, LLC..... (843) 263-3235
ALLEN PATTERSON RESIDENTIAL, LLC..... (843) 470-0400
COBB SERVICES..... (843) 521-4449
NOLAN CONSTRUCTION..... (843) 575-5432
PREMIER HOME BUILDERS..... (803) 608-1845
PROFESSIONAL BUILDERS OF BEAUFORT..... (843) 263-1590
R&R BUILDERS..... (843) 441-5923
RIVER OAKS CONSTRUCTION..... (843) 271-1113
SAND & SEAS BUILDERS, LLC..... (843) 263-3029
STEPHEN CARPENTER CONSTRUCTION..... (843) 521-3709
TD COMMERCIAL BUILDERS..... (843) 575-2470

CONTRACTORS

MAXIMUM BUILDERS..... (843) 575-7321

DEBRIS REMOVAL

WASTE MANAGEMENT..... (843) 987-0711 EXT-1317

DOCK BUILDERS

B&B DISTRIBUTORS..... (843) 525-6679

DOMESTICS

CLARA'S CLEANING SERVICE..... (843) 597-0804

DRYWALL

BROWN'S DRYWALL..... (843) 986-8514

ELECTRICAL

BLUE WAVE ELECTRIC..... (843) 575-0109

BRUCE'S ELECTRIC & PLUMBING..... (843) 575-7774

PREMIER ELECTRIC..... (843) 812-4697

TRADEMARK ELECTRIC INC..... (843) 524-1821

ELEVATORS

ELEVATOR LIFT SYSTEMS..... (843) 785-7101

FLOORS / COVERINGS

ISLAND CARPET & FLOORING..... (843) 522-3018

GAS & APPLIANCES

GE CONSUMER SERVICES..... (800) 967-7263

SEARS..... (912) 601-2901

HANDY MAN

HANDY MAN - JACK BROWN..... (843) 597-7606

H&S SERVICES..... (843) 263-3271

HARDSCAPES

ED FAWCETT LANDSCAPING..... (843) 489-6786

HEATING & AIR - HVAC

AAA COOLING & HEATING..... (843) 838-6080

BEAUFORT & AC HEATING..... (843) 524-0996

CAROLINA AIR..... (843) 524-2581

D & S HEATING & COOLING..... (843) 522-0034

FIRST CHOICE AIR..... (803) 942-4412

PALMER-DICKERSON A/C..... (843) 525-1331

PIKE AIR..... (843) 263-0606

SEA ISLAND AIR..... (843) 524-4651

SERVICE EXPERTS..... (843) 815-6116

HOME MAINTENANCE

CMD..... (843) 812-3847

HOME REMODELING

COASTAL CAROLINA REMODELING..... (843) 575-8079

PRISTINE RENOVATIONS, LLC..... (843) 525-6920

SAND & SEAS BUILDERS, LLC..... (843) 263-3029

HOME REPAIRS

COBB SERVICES..... (843) 521-4449

INTERIOR TRIM

OB'S PRECISION TRIM.....(843) 575-8355

LANDSCAPE SERVICES

COASTAL PROPERTY CARE..... (843) 838-4639

ED FAWCETT LANDSCAPING..... (843) 489-6786

HOOK & LADDER LAWN CARE, LLC..... (843) 321-2736

JENKINS TREES..... (843) 489-9118

SANDE LAWNS..... (843) 838-5778

LAWN MAINTENANCE

COASTAL PROPERTY CARE..... (843) 838-4639

HOOK & LADDER LAWN CARE, LLC..... (843) 321-2736

SANDE LAWNS..... (843) 838-5778

PADDLE BOARD RENTAL

NALU PADDLE BOARDING, LLC..... (843) 284-6258

PAINTING

GLADIATORS PAINTING..... (843) 227-9320

GUANCHIA'S PAINTING..... (843) 263-4156

IBANEZ PAINT COMPANY..... (843) 986-8147

JOEL CALDWELL PAINTING..... (843) 575-0230

MARLON'S PAINTING..... (843) 575-1481

MATT'S PAINTING & POWER WASHING..... (843) 575-4244

OB'S PRECISION TRIM..... (843) 575-8355

PETE'S PAINTING..... (843) 592-0128

PEST CONTROL

COLLINS PEST CONTROL..... (843) 524-5544

JONES PEST SERVICES..... (843) 271-8011

ORKIN PEST CONTROL..... (843) 524-3830

PALMETTO EXTERMINATORS..... (843) 645-9550

TERMINIX SERVICES, INC..... (843) 525-0348

PLUMBING

BRUCE'S ELECTRIC & PLUMBING..... (843) 575-7774

KEITH'S HOUSE OF PLUMBING..... (843) 524-7361

LOHR PLUMBING & PUMP, INC..... (843) 522-8600

POOLS & SERVICE

SUNKEN PARADISE, LLC..... (843) 252-5956

POWERWASHING

MATT'S PAINTING & POWER WASHING..... (843) 575-4244

PROPANE

AMERIGAS..... (843) 525-1251

PROPERTY MANAGEMENT

ESTATE MANAGEMENT SERVICES..... (843) 247-0478
PALMETTO SHORES MANAGEMENT..... (843) 525-1677
SEASIDE GETAWAYS LLC..... (843) 838-8001

ROOFING

AMERIPRO..... (843) 815-5337

WASTE COLLECTION

LOW COUNTRY SANITATION (843) 838-4503

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**FRIPP ISLAND PROPERTY OWNERS ASSOCIATION
BOARD OF DIRECTORS
2018-2019**

Ralph Burchfield	President rhburchfield@gmail.com	843-838-3728
Dennis Kautz	Vice President kautzdw@yahoo.com	843-838-3584
Mark Draves	Treasurer mdraves@aol.com	843-838-7955
Carl Koellman	Secretary koellman@outlook.com	843-838-0007
Kevin Anton	kantonsr@msn.com	843-838-2146
Brad Bradley	bradleycw@gmail.com	704-287-4818
Sharon Lawton	sharonmlawton@gmail.com	940-367-4975
Mike McMahon	mmcma10134@aol.com	715-825-2148
Don Peel	dmp132@yahoo.com	843-263-3029
Tina Turner	turner.fripp@comcast.net	706-629-1328

2018-2019 FIPOA COMMITTEE

Architectural Review Board

Mike Jahn (Chair) - 608 Newhaven Ct. (843) 838-7939

Betty Pearson (Co-Chair) – 473 Porpoise Circle
(843) 838-2625

Mark Furgeson- 724 Pompano Road (704) 516-4270

Mickie McCormick- 26 Fairway Club (843) 263-8425

Jim Crysel – 337 Ocean Point Drive (843) 838-2756

Tim Garner- 9 Fairway Club (843) 838- 6688

ARB Administrator Meghan Johnson- (843) 838-4155

Finance Committee

Kevin Anton (Chair) – 2000 Still Water Ln. Knoxville,
TN 37922 (865) 548- 4046

Mark Draves- 16 Sea Mist Lane (843) 838-7955

David Manning – 365 Sea Bass Drive (843) 838- 3515

Phil Noyes- 343 Ocean Point Drive (770) 274- 9266

Mark Griffin- 512 Remora Drive (843)838-5625

Mike McMahon- 17 Fairway Club (843) 838-7835

General Manager John Marsh (843) 838-4155

Grounds Committee

Karen Wolbrink (Chair) – 299 Whitetail Ct. (843) 838-5310

Mary Gnau – (843) 838-9975 or (843) 597-0388

Jane Marquart – (301) 254-9942

Janet Steenrod – (843) 838-5538

Sabrina Burchfield- Plant Specialist to the committee

Ralph Burchfield- 109 Ocean Point Drive (843) 838-3728

General Manager John Marsh (843) 838-4155

Roads and Drainage Committee

Mike Murphy (Chair) – 119 Hammond Crossing, Rock
Hill SC 29732 (803) 366-

Ralph Burchfield- 109 Ocean Point Drive (843) 838-3728

Bill Lyman- 14 Spyglass Lane (708) 373-7840

Guy Steenrod- 13 River Club Drive (843) 838-5538

Jay Pittas – 808 Marlin Drive (843)838-4915

Ed Smith- 771 Marlin Drive (843) 838-9497

George Sellers- 530 Remora Drive (843) 838-3662

General Manager- John Marsh (843) 838-4155

Tina Revees- Asst. Manager (843) 838-4155

Shoreline & Access Committee

Jeanne Sargent- (Chair) – 431 Ocean Point Lane
(847) 910-0287

TBD

General Manager- John Marsh (843) 838-4155

Wildlife & Environment Committee

Carl Koellman (Chair) - 3 Royal Tern Cove (843) 605-0007

Linda Freeman (Co-chair) - 525 Remora Drive (843) 838-6655

Kathy Haught - 10 Marsh Hen Cove
(843) 816-0141

Bob Hess -579 Remora Drive (843)
838-4281

Ann Lyman- 14 Spyglass Ln
(843) 838-5453

Page Miller- 118 Sea Otter (843)
838-1108

Bill Moore - 5 Marsh Hen Cove (843)
838-0262

Karen Natoli -17 Fiddlers Trace Rd.
(843)263-4651

Carol Patty -802 Marlin
(843) 838-2320

Sandra Rice- 704 Swordfish Rd.
(864) 979-4531

Cyndi White -11 Fiddlers Point
(843) 838-5005

Ponda Wood -58 Firethorne Pt Nicholson GA, or 612
Dolphin Annex (404) 626-1419

Jessica Miller, FIR Naturalist - (843) 838-1516

**FRIPP ISLAND PROPERTY OWNERS ASSOCIATION
SCHEDULE OF MONTHLY BOARD MEETINGS
2019**

SATURDAY	JANUARY 12, 2019	9:00 AM
SATURDAY	MARCH 09, 2019	9:00 AM
SATURDAY ANNUAL**	APRIL 13, 2019	9:00 AM

This schedule may be subject to change.
FIPOA BOARD MEETINGS ARE HELD AT THE FIPOA BUILDING
AT
225 TARPON BOULEVARD, FRIPP ISLAND

**** Annual Meeting will be held at the Fripp Island
Community Centre/All Faiths Chapel (in the Chapel).**

You may attend any Board Meeting from the comfort of home.
Use our teleconference system by calling 1-800-444-2801
The access code is 5763474#

III.

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AMENDED AND RESTATED
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR SINGLE FAMILY RESIDENTIAL
PROPERTIES ON
FRIPP ISLAND

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STATE OF SOUTH CAROLINA)
)
)
COUNTY OF BEAUFORT) AMENDED AND RESTATED DECLARATION
 OF COVENANTS, CONDITIONS AND
 RESTRICTIONS FOR SINGLE FAMILY
RESIDENTIAL PROPERTIES ON FRIPP ISLAND

WHEREAS, on September 13, 1961, Fripp Island Resort, Inc. executed that certain "Declaration of Restrictive Covenants," which was recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Record Book 108 at Page 138 (the "1961 Declaration"); and

WHEREAS, on May 1, 1974, Fripp Island Development Corporation recorded that certain "Consolidation and Declaration of Rights, Restrictions, Affirmative Obligations, Conditions, Etc., Which Constitute Covenants Running With Certain Lands of Fripp Island Development Corporation," which was recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Record Book 220 at Page 436 (the "1974 Declaration"), which consolidated the previously recorded restrictive covenants applicable to the single family residential portions of Fripp Island (the "Property"); and

WHEREAS, the 1974 Declaration provides that it shall run with the Property for twenty-five years and shall automatically extend for successive periods of ten years unless an instrument signed by a majority of the owners of lots substantially affected by such change in covenants has been recorded, agreeing to change said covenants in whole or in part, and a majority of said owners have voted pursuant to the amendment procedure contained in the 1974 Declaration, agreeing to change the Covenants and to have them restated and amended as contained herein.

NOW, THEREFORE, Fripp Island Property Owners Association, herein after referred to as the Association, by affirmative vote of its Members, as stated above, hereby declares that the Property (as more fully defined below) is and shall be held, transferred, sold, conveyed, given, donated, purchased, leased, occupied, and used subject to this Amended and Restated Declaration (herein referred to as the "Declaration"). This Declaration, the benefits hereof, and the affirmative and negative burdens of this Declaration shall touch, concern and run with the Property.

ARTICLE I THE COMMUNITY

- 1.1 Purpose and Intent. The Association, by recording this Declaration, hereby subjects the Property to the provisions of this Declaration and to the established general plan of development and maintenance of the single-family residential portions of Fripp Island.
- 1.2 Binding Effect. The Property and any additional single-family residential property which is made a part of Fripp Island in the future by recording one or more Supplemental Declarations, shall be owned, conveyed and used subject to all of the provisions of this Declaration, which shall run with the title to all portions of such Property. This Declaration shall be binding upon all Persons having any right, title, or interest in any portion of the Property, their heirs, successors, successors-in-title, and assigns.
- 1.3 Governing Documents. The Governing Documents for the Property consist of:
- (a) this Declaration and any Supplemental Declaration;
 - (b) the Association's Articles of Incorporation and Bylaws;
 - (c) The Rules and Regulations of the Association adopted by the Association in accordance with the provisions of the Bylaws, as amended from time to time;
 - (d) The Architectural Review Board Guidelines, as last revised on June 1, 2008;
 - (e) Resolutions of the Association;
 - (f) the Agreement for Assignment, Reservation and Abandonment of Certain Declarant and Company Rights, between the Association and Fripp Island Company, Inc., dated _____, 2008, and recorded in the Office of the Register of Deeds for Beaufort County in Record Book _____ at Page _____ (the "Declarant Assignment Agreement");
 - (g) The Supplemental Declarations applicable to specific single-family subdivisions (an example of which is recorded in Record Book 246 at Page 410); and
 - (h) Any amendments or supplements to the foregoing documents.

The Governing Documents apply to all Owners and occupants of the Property, as well as to their respective tenants, guests, and invitees. If a Lot is leased, the lease shall provide that the tenant and all occupants of the leased Lot are bound by and obligated to comply with the Governing Documents.

ARTICLE II DEFINITIONS

The following words and terms, when used in this Declaration, or any Supplemental Declaration, unless the context clearly shall indicate otherwise, shall have the following meanings.

- 2.1 "Architectural Review Board": A board appointed by the Board of Directors, which operates under the provisions contained in Article IV of this Declaration. It is sometimes referred to as the "ARB" or the "Review Board."
- 2.2 "Architectural Review Board Guidelines": The guidelines and standards for architecture, design, construction, landscaping, and exterior items on structures on the Property, as they may be amended from time to time.
- 2.3 "Articles of Incorporation": The Articles of Incorporation for Fripp Island Property Owners Association filed with the South Carolina Secretary of State, as amended from time to time.
- 2.4 "Association": Fripp Island Property Owners Association, a South Carolina non-profit corporation, its successors and assigns.
- 2.5 "Board" or "Board of Directors": The body responsible for administration of the Association, selected as provided in the Bylaws.
- 2.6 "Bylaws": The Bylaws of the Association, as they may be amended, a copy of which may be obtained from the Association. Such Bylaws are incorporated herein and made a part hereof as if fully restated herein, and each Owner is bound by and shall comply with the Bylaws, including but not limited to the provisions thereof regarding payment of assessments.
- 2.7 "Common Area": All real and personal property, including easements, roads, bridges, bike paths, exercise trails, beach access areas, and rights of way, which the Association owns, leases, or otherwise holds possessory or use rights in for the common use and enjoyment of its Members.
- 2.8 "Common Expenses": The actual and estimated expenses incurred, or anticipated to be incurred, by the Association for the general benefit of all Owners, including any reasonable reserves, as the Board may deem necessary and appropriate pursuant to the Governing Documents.
- 2.9 "Community Standard": The standard of conduct, maintenance, or other activity generally prevailing at Fripp Island, or the minimum standards established pursuant to the Architectural Review Board Guidelines, Rules and Regulations, and

Board resolutions, whichever is the highest standard. The Community Standard may contain both objective and subjective elements.

- 2.10 "Governing Documents": A collective term referring to certain documents which are set forth and described in Section 1.3 of this Declaration.
- 2.11 "Lot": A portion of the Property, whether improved or unimproved, which may be independently owned and is intended for development, use, and occupancy as an attached or detached residence for a single family. The term shall refer to the land, if any, which is part of the Lot as well as any improvements thereon.
- 2.12 "Member": An Owner entitled to membership in the Association.
- 2.13 "Mortgage": Any mortgage used for the purpose of encumbering the Property or portions thereof as security for the payment or satisfaction of an obligation.
- 2.14 "Mortgagee": The holder of a Mortgage.
- 2.15 "Owner": One or more Persons who hold the record title to any Lot, but excluding in all cases any party holding an interest merely as security for the performance of an obligation.
- 2.16 "Person": A natural person, a corporation, a partnership, a limited liability company, a trustee, or any other legal entity.
- 2.17 "Property": shall mean and refer to the single family residential Property described in Exhibit A.
- 2.18 "Rules and Regulations": The Rules and Regulations established by the Association as they may be supplemented, modified, and repealed from time to time.
- 2.19 "Specific Assessments": In addition to annual and special assessments applicable to all Lots, the Board of Directors may levy a Specific Assessment against a particular Lot or Lot Owner:
 - (a) to collect fees applicable only to such Lot or Lots or to the Owners of such Lots, such as, without limitation, certain administrative fees, ARB review fees, and ARB construction deposits; and/or
 - (b) to cover costs, including overhead and administrative costs, of providing services or benefits to or on behalf of a particular Lot or Lots or Owners of such Lot or Lots:
 - (i) at the request of such Owner(s), or
 - (ii) as a result of the contractual, deed or covenant obligation of such Owner(s); or

- (iii) to cover costs of the Association incurred as the result of the failure of the Owner or Occupants of a Lot, or their agents, guests, invitees or licensees, to execute any responsibility they may have under the Governing Documents, including, without limitation, enforcement and/or collection costs pursuant to this Declaration.

2.20 "Supplemental Declaration": A recorded instrument which subjects additional property to the terms of this Declaration pursuant to Article X below.

ARTICLE III USE AND CONDUCT

- 3.1 Framework for Regulation. The Governing Documents establish, as part of the general plan of development for the Property, a framework of affirmative and negative covenants, easements, and restrictions which govern Fripp Island, including the current Rules and Regulations as may be amended from time to time.
- 3.2 Development of Property. All Lots within the Property shall be and are hereby restricted exclusively to single family residential uses. All dwelling Lots shall be developed and built upon only for attached or detached single family residential dwelling purposes.
- 3.3 Owners' Acknowledgment and Notice to Purchasers. All Owners are given notice that use of their Lots and the Common Area is limited by the Rules and Regulations, including the Architectural Review Board Guidelines, as amended, expanded, and otherwise modified from time to time. Each Owner, by acceptance of a deed, acknowledges and agrees that the use and enjoyment and marketability of the Owner's Lot described in the deed can be affected by this provision and that the Rules and Regulations and the Architecture Review Board Guidelines may change from time to time. All purchasers of Lots are on notice that the Association may have adopted changes thereto. Copies of the current Rules and Regulations and Architectural Review Board Guidelines may be obtained from the Association.

ARTICLE IV ARCHITECTURE AND LANDSCAPING

- 4.1 General.
 - (a) No structure or thing shall be placed, erected, installed, or posted on the Property and no improvements or other work (including staking, clearing, excavation, grading, and other site work; exterior alterations of existing improvements; or planting or removal of landscaping) shall take place within the Property, except in compliance with this Article and the Architectural Review Board Guidelines. No signage shall be placed, erected,

installed, or displayed on any portion of the Property unless such signage has been approved pursuant to this Article.

- (b) Modifications to all or portions of a structure on a Lot visible from outside the structure shall be subject to approval. Additionally, approval shall be required to: (i) repaint the exterior of a structure in accordance with the originally approved color scheme; or (ii) to rebuild in accordance with originally approved plans and specifications. Any Owner may remodel, paint, or redecorate the interior of any structure within such Owner's Lot without approval.

4.2 Architectural Review. The Association, acting through an Architectural Review Board (the "ARB") shall have the exclusive right to exercise architectural review under this Article. Each Owner, by accepting a deed or other instrument conveying any interest in a portion of the Property, covenants and agrees that no activity (referred to in this Article as Work), within the scope of this Article shall be commenced on such Owner's Lot unless and until the ARB has given prior written approval for such Work, which approval may be granted or withheld in the sole discretion of the ARB. In reviewing and acting upon any request for approval, the ARB shall owe no duty to any other Person.

4.3 Architectural Review Board Composition. The ARB shall consist of six (6) Owners who shall serve and may be removed and replaced in the Board's discretion. The members of the ARB shall be appointed by the Board of Directors. Initially two members shall be appointed to a one-year term, two members to a two-year term and two members to a three-year term. Thereafter all appointments shall be for three-year terms. In the event of a vacancy on the ARB an Owner shall be appointed by the Board to fill the unexpired term. The ARB shall elect a chairperson and a vice-chairperson. The chairperson or in the absence of the chairperson, the vice-chairperson, shall be the presiding officer at meetings of the ARB. An administrator without the right to vote may be hired or appointed to assist the ARB in performing its responsibilities and duties. The administrator serves at the pleasure of the Board of Directors.

4.4 Architectural Review Board Guidelines.

- (a) Initial Guidelines. The Architectural Review Board Guidelines as referenced in 1.3 (d) shall be the initial ARB Guidelines, and the Board has the right to adopt and amend such Guidelines in accordance with the procedure set forth in the Guidelines.
- (b) Availability of Guidelines. The ARB shall make the Architectural Review Board Guidelines available to Owners and builders who seek to engage in single family residential development or construction within the Property. At the Association's discretion, such Architectural Review Board Guidelines may be recorded in the Public Records, in which event the recorded version, as it may unilaterally be amended from time to time as described above,

shall control in the event of any dispute as to which version of the Architectural Review Board Guidelines was in effect at any particular time.

- 4.5 Signage Criteria. The display of signs on the Property is strictly limited, except with regard to the rights of Fripp Island Company, Inc. to maintain logo signs on houses in their rental management program, which are exempt from the general sign review rights of the Association. The Architectural Review Board Guidelines shall include signage criteria ("Signage Criteria") regulating the existence, location, size, content, illumination, and all issues related to signs and advertisements within the Property. No sign or advertisement shall be permitted within the Property unless approved by the ARB and consistent with the Signage Criteria. Additionally, all signage shall be required to comply with the Governing Documents and all laws and regulations established by any applicable governmental authority.
- 4.6 Setback Requirements. To assure that buildings and other structures will be located so that reasonable view, privacy and breeze will be available to the largest practical number of buildings or structures built within the Property, that structures will be properly located with regard to structures previously built, that the topography of each Lot is taken into consideration including the location of large trees and the stated goal of minimizing the number of trees to be removed, as well as other aesthetic and environmental considerations, no predetermined minimum building setbacks shall apply, and the ARB shall approve the precise site and location of any structure within the Property. Minimum setbacks shall be as set forth in the Architectural Review Board Guidelines or as required by any applicable governmental applicable laws, regulations, and ordinances, as to the building of any structure or as otherwise provided by a recorded subdivision plat or the zoning ordinances applicable to the Property.
- 4.7 Tree Removal. Any tree that is more than six inches in diameter at a point four feet above the ground shall not be removed without the prior written consent of the ARB; provided, however, that any tree, regardless of its diameter that is located within ten feet of a residence or accessory building may be removed without the written consent of the ARB. The ARB may require replacement of trees as a condition for approval of removal of trees. Additional clearing or pruning of tree canopies may be required on some Lots pursuant to fire recommendations. County regulations may be more restrictive, and then, will govern.
- 4.8 No Waiver of Future Approvals. Each Owner acknowledges that the persons reviewing applications under this Article will change from time to time and that opinions on aesthetic matters, as well as interpretation and application of the Architectural Review Board Guidelines, may vary accordingly. In addition, each Owner acknowledges that it may not always be possible to identify objectionable features of proposed Work until the Work is completed, in which case it may be unreasonable to require changes to the improvements involved, but the ARB may refuse to approve similar proposals in the future. Approval of applications or Plans

for any Work done or proposed, or in connection with any other matter requiring approval, shall not be deemed to constitute a waiver of the right to withhold approval as to any similar applications, Plans, or other matters subsequently or additionally submitted for approval.

- 4.9 Variances. The ARB may authorize variances from compliance with any of the Architectural Review Board Guidelines or the requirements of this Article when circumstances such as topography, natural obstructions, hardship, Community Standards, or aesthetic or environmental considerations require, or for the general benefit of Fripp Island, but only in accordance with duly adopted Rules and Regulations. Such variances may only be granted, however, when unique circumstances dictate and no variance shall: (a) be effective unless in writing by the ARB; (b) be contrary to this Declaration; or (c) prevent the ARB from denying a similar variance in other circumstances. For purposes of this Article, the inability to obtain approval from any governmental agency, the denial of any permit, or the terms of any financing shall not be considered a hardship warranting a variance. Provided however in the event of an unusual and major event such as a hurricane, significant flood, other Act of God, or a war, terrorist attack or severe financial crisis affecting the United States, the ARB shall have additional and reasonable flexibility in the interpretation and enforcement of any time limitations contained in the ARB Guidelines.
- 4.10 Limitation of Liability. The standards and procedures established by this Article are intended as a mechanism for maintaining and enhancing the overall aesthetics of the Property but shall not create any duty to any Person. Review and approval of any application pursuant to this Article is made on the basis of aesthetic considerations only, and the ARB and the Association shall not bear any responsibility for ensuring the structural integrity or soundness of approved construction or modifications, or for ensuring compliance with building codes and other governmental requirements, or for ensuring that all structures are of comparable quality, value, or size or of similar design. The Association, the Board, any committee, board, or member of any of the foregoing shall not be held liable for: soil conditions, drainage, or other general site work; for any defects in plans revised or approved hereunder; or for any injury, damages, or loss arising out of the manner or quality of approved construction on or modifications to any Lot.
- 4.11 Certificate of Architectural Compliance. Any Owner may request that the ARB issue a certificate of architectural compliance certifying that on such Owner's Lot there are no known violations of this Article or the Architectural Review Board Guidelines. The Association shall either grant or deny such request within thirty days after receipt of a written request and may charge a reasonable administrative fee for issuing such certificates. Issuance of such a certificate shall prevent the Association from taking enforcement action with respect to any condition as to which the Association had notice as of the date of such certificate.

ARTICLE V
MAINTENANCE AND REPAIR BY OWNERS

5. Each Owner shall maintain such Owner's Lot and all landscaping and improvements comprising the Lot and the rights of way abutting the Lot in a manner consistent with the Governing Documents, the Community Standard and all applicable covenants and restrictions contained herein. Unless otherwise specifically provided in the Governing Documents or in other instruments creating and assigning maintenance responsibility, responsibility for maintenance shall include responsibility for repair and replacement, as necessary to maintain the Property to a level consistent with the Community Standard. Each Owner further covenants and agrees that in the event of damage or destruction of structures on or comprising a Lot, an Owner shall: (a) proceed promptly to repair or to reconstruct in a manner consistent with the original construction or such other plans and specifications are approved in accordance with the Architectural Review process set forth herein; or (b) clear the Lot and maintain it in a neat and attractive, landscaped condition consistent with the Community Standard. Owners shall pay any costs not covered by insurance proceeds.

ARTICLE VI
THE ASSOCIATION AND ITS MEMBERS

- 6.1. Function of the Association. The Association is the entity responsible for management, maintenance, operation and control of the Common Areas. The Association also is the primary entity responsible for enforcement of the Governing Documents. The Association shall perform its functions in accordance with the Governing Documents and South Carolina law.
- 6.2. Membership. Every Owner shall be a Member of the Association, and there shall be only one membership per Lot. If a Lot is owned by more than one Person, all co-Owners shall share the privileges of such membership, subject to reasonable Board regulation and the restrictions on voting set forth herein and, in the Bylaws, and all such co-Owners shall be jointly and severally obligated to perform the responsibilities of Owners. The membership rights of an Owner which is not a natural person may be exercised by any officer, director, partner or trustee, or by the individual designated from time to time by the Owner in a written instrument provided to the Association's Secretary.
- 6.3. Voting.
- (a) The Association shall have only one (1) class of membership. Members shall have one equal vote for each Lot in which they hold the interest required for membership under Section 6.2, except that there shall be only one vote per Lot. No vote shall be exercised for any portion of the Property which is exempt from assessment.

- (b) Except as otherwise specified in this Declaration or the Bylaws, the vote for each Lot owned by a Member shall be exercised by that Member, in that Member's sole and exclusive discretion. In any situation where there is more than one Owner of any Lot, the vote for such Lot shall be exercised as the co-Owners determine among themselves and advise the Association's Secretary in writing prior to any vote being taken. Absent such advice, the Lot's vote shall be suspended if more than one Person seeks to exercise it.

ARTICLE VII

ASSOCIATION POWERS AND RESPONSIBILITIES

- 7.1 Acceptance and Control of Association Property. The Association shall be responsible for management, maintenance, operation and control of the Common Areas, subject to any covenants and restrictions set forth in the deed or other instrument transferring such property to the Association. The Board may adopt reasonable rules regulating use of the Common Areas as the Board deems appropriate.
- 7.2 Maintenance of Common Areas.
 - (a) The Association shall, in accordance with the Community Standard, maintain the Common Areas, which shall include, without limitation:
 - (i) All structures situated on the Common Areas; and
 - (ii) such portions of any additional property included within the Common Area as may be dictated by this Declaration, any Supplemental Declaration, any Covenant to Share Costs, or any contract or agreement for maintenance thereof entered into by the Association; and
 - (iii) all ponds, lagoons, streams and/or wetlands located within the Property; provided, however, by agreement, the Association may designate another party to maintain lagoons that flow between properties owned by parties other than Association; and
 - (iv) any property and facilities that an Owner owns and makes available, on a temporary or permanent basis, for the primary use and enjoyment of the Association and its Members. Such property and facilities shall be identified by written notice from the Owner to the Association and will remain part of the Common Area maintained by the Association until such time as the Owner revokes such privilege of use and enjoyment by written notice to the Association, provided the use and enjoyment of such property or facility is accepted by the Association.

- (b) The Association may maintain other property which it does not own, including, without limitation, property dedicated to the public, if the Board determines that such maintenance is necessary or desirable to maintain the Community Standard.
- (c) The costs associated with maintenance, repair, and replacement of the Common Area shall be a Common Expense.

7.3. Insurance. The Association, acting through its Board or its duly authorized agent, shall obtain and continue in effect all appropriate types of insurance for the protection of the Association and its Members in accordance with the provisions of the Bylaws.

7.4 Compliance and Enforcement.

- (a) Every Owner and every occupant of a Lot shall comply with the Governing Documents. The Board may impose sanctions for violation of the Governing Documents in accordance with the procedures set forth in the Governing Documents. Such sanctions may include, without limitation:
 - (i) Imposing reasonable monetary fines which shall constitute a lien upon the violator's Lot. In the event that any occupant, guest, renter, or invitee of a Lot Owner violates the Governing Documents and a fine is imposed, the fine shall first be assessed against the violator; provided, if the fine is not paid by the violator within the time period set by the Board, after all reasonable efforts have been exhausted the Owner shall pay the fine upon notice from the Board; and
 - (ii) suspending an Owner's right to vote; and
 - (iii) suspending any Person's right to use any facility within the Common Area; provided, nothing herein shall authorize the Board to limit ingress or egress to or from a Lot; and
 - (iv) suspending any services provided by the Association to an Owner or the Owner's Lot if the Owner is more than thirty (30) days delinquent in paying any assessment or other charge owed to the Association; and
 - (v) taking action to abate any violation of the Governing Documents in a non-emergency situation, including but not limited to the procedures contained in Article XI hereof, reporting such violation to appropriate governmental agencies, or legal action to enjoin such violation; and
 - (vi) requiring an Owner, at its own expense, to remove any structure or improvement on such Owner's Lot in violation of the Governing Documents and to restore the Lot to its previous condition to the

extent reasonably possible or feasible, and, upon failure of the Owner to do so, the Board or its designee shall have the right to enter the property, remove the violation and restore the property to substantially the same condition as previously existed and any such action shall not be deemed a trespass; and

- (vii) without liability to any Person, precluding any contractor, subcontractor, agent, employee or other invitee of an Owner who fails to comply with the terms and provisions of the Governing Documents and the Architectural Review Board Guidelines from performing or continuing any further work on Fripp Island; and
 - (viii) Levying Specific Assessments to cover costs incurred by the Association to bring a Lot into compliance with the Governing Documents.
- (b) In addition, the Board or its duly authorized agent has the authority in emergency situations to take enforcement measures to ensure compliance with the Governing Documents without the necessity of strict compliance with the procedures set forth in the Governing Documents. Such authority specifically includes, without limitation, the towing of vehicles, trailers, boats, or golf carts that are in violation of the Rules and Regulations.
 - (c) In addition to any other enforcement rights, if an Owner fails to properly perform such Owner's maintenance responsibility, the Association may record a notice of violation or perform such maintenance responsibilities and assess all costs incurred by the Association against the Lot and the Owner as a Specific Assessment. Except in an emergency situation, the Association shall provide the Owner reasonable notice and an opportunity to cure the problem prior to taking such enforcement action. All remedies set forth in the Governing Documents shall be cumulative of any remedies available at law or in equity. In any action to enforce the Governing Documents, if the Association prevails, it shall be entitled to recover all costs, including, without limitation, attorneys' fees and court costs, reasonably incurred in such action.
 - (d) The Association, by contract or other agreement, may enforce applicable county ordinances and may permit Beaufort County or any applicable municipality to enforce ordinances within the Property for the benefit of the Association and its Members.

7.5 Implied Rights; Board Authority.

- (a) The Association may exercise any right or privilege given to it expressly by the Governing Documents, or reasonably implied from or reasonably necessary to effectuate any such right or privilege. The Board may exercise all of the Association's rights and powers without a vote of the membership

except where applicable law or the Governing Documents specifically require a vote of the membership.

- (b) The Board may institute, defend, settle, or intervene on behalf of the Association in mediation, binding or non-binding arbitration, litigation, or administrative proceedings in matters pertaining to the Common Area, enforcement of the Governing Documents, or any other civil claim or action. However, the Governing Documents shall not be construed as creating any independent legal duty to institute litigation on behalf of or in the name of the Association or its Members.

7.6 Safety and Security.

- (a) Each Owner and each occupant of a Lot, and their respective guests and invitees, shall be responsible for their own personal safety and the security of their property. The Association may, but shall not be obligated to, maintain or support certain activities within the Property designed to enhance the level of safety or security which each person provides for himself or herself and his or her property. The Association shall not in any way be considered an insurer or guarantor of safety or security within the Property, nor shall it be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken.
- (b) The Association shall have the right to establish Rules and Regulations regarding safety, security and general welfare for Fripp Island. See Section 7.10 below.

7.7 Emergency Situations. The Association may, but is not required to, promulgate an evacuation and return plan for Fripp Island in the event of a hurricane or other emergency. Such a plan shall provide orderly procedures for evacuating Fripp Island and shall further provide that no Owner be permitted to return to his or her Lot until the threat of danger posed by the hurricane or other emergency has passed as determined by Beaufort County Emergency Management Division.

7.8 Provision of Services. The Association may provide, or provide for, services and facilities for the Members and their Lots and shall be authorized to enter into and terminate contracts or agreements with other entities, to provide such services and facilities. The Board may charge use or service fees for any such services and facilities provided at the request of an Owner, or may include the costs thereof in the Association's budget as a Common Expense and assess it as part of the annual assessment if provided to all Lots. By way of example, such services and facilities might include landscape maintenance, pest control service, cable television service, security, caretaker, transportation, fire protection, utilities, and similar services and facilities. Nothing in this Article shall be construed as a representation by the Association as to what, if any, services shall be provided or requiring that any such services be provided. In addition, the Board shall be permitted to modify

or cancel existing contracts for services in its discretion, unless the provision of such services is otherwise required by the Governing Documents. Non-use of services provided to all Owners or Lots as a Common Expense shall not exempt any Owner from the obligation to pay assessments for such services.

ARTICLE I:7.9 Relationships with Other Properties. The Association may enter into contractual agreements or covenants to share costs with the owner's association responsible for maintenance of commercial property on Fripp Island or with the owner of any privately-owned amenity (such as a golf course, golf club, or tennis club) to contribute funds for, among other things, shared or mutually beneficial property or services and/or a higher level of Common Area maintenance.

7.10 Subject to Other Agreements. This Declaration is subject to the provisions of the Agreement between Thomasson Properties, Thomasson Brothers and Fripp Island Property Owners Association, dated September 27, 1983, which was recorded on October 12, 1983, in the Office of the Register of Deeds for Beaufort County, South Carolina in Record Book 379 at Page 931 and the Amendment to Agreement, which was recorded on February 24, 1988 in the Office of the Register of Deeds for Beaufort County, South Carolina in Record Book 496 at Page 1777, and subject to any other reserved rights of the Fripp Island Company, Inc., under the Declarant Assignment Agreement.

7.11 Common Areas Not Open to the Public. The Common Areas within Fripp Island shall be available for the use and enjoyment of Members and their guests only. The Common Areas shall not be open for use by the general public. Notwithstanding the foregoing, this provision shall not be interpreted to alter or interfere with any reserved rights of Fripp Island Company, Inc., pursuant to the Declarant Assignment Agreement.

ARTICLE VIII ASSOCIATION FINANCES

ARTICLE II:8. The budgeting and allocating of the Common Expenses and of Reserves and the levy and collection of assessments, special assessments, and specific assessments shall be in accordance with the applicable provisions of the Bylaws, which are incorporated by reference as if fully restated herein. Each Owner agrees to comply with such provisions.

ARTICLE IX PROPERTY RIGHTS WITHIN THE COMMUNITY

9.1 Easements for Owners. Each Owner has a non-exclusive right and easement of use, access, ingress, egress, and enjoyment in, over, and to the Common Areas, the roads and rights of way, and any areas designated as parks, recreation areas,

walking or exercise trails, beach access, or paths shown on any recorded plat of Fripp Island, subject to:

- (a) The Governing Documents and any other applicable restrictive covenants;
- (b) Any restrictions or limitations contained in the deeds conveying such property to the Association; and
- (c) The Board's right to:
 - (i) Adopt rules regulating use and enjoyment of the Common Area, including rules limiting the number of guests who may use the Common Area;
 - (ii) Suspend an Owner's right to use recreational facilities within the Common Area pursuant to the provisions of this Declaration or as set forth in the Bylaws;
 - (iii) dedicate or transfer all or any part of the Common Area, subject to such approval requirements as may be set forth in the Governing Documents;
 - (iv) impose reasonable membership requirements and charge reasonable admission or other use fees for the use of any recreational facility situated upon the Common Area;
 - (v) permit use of any recreational facilities situated on the Common Area by persons other than Owners, their families, lessees, and guests upon payment of user fees established by the Board, see Section 7.11; and
 - (vi) mortgage, pledge, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred, subject to the approval requirements set forth in the Governing Documents; provided, however, that neither the Association, nor its directors and officers shall be liable to any Owner, their lessees or guests for any damage or injury which results from the use of the Common Area, any amenities which may be constructed by the Association upon the Common Area. The Common Area and any amenities which may be constructed upon the Common Area are for the use of the Members of the Association and their lessees and guests at their own risk.

9.2 Easement for Utilities. Unless otherwise noted on any recorded plat, easements ten feet in width are reserved to the Association and utility providers from the front lot boundary line, from one side lot boundary line, and from the rear lot boundary line for the installation, maintenance, and repair of any utility services or drainage facilities, including without limitation, water, sewer, telephone, gas, cable television, electricity, and drainage ditches or swales.

- 9.3 Minimal Interference. All work associated with the exercise of the easements shall be performed in such a manner as to minimize interference with the use and enjoyment of the property burdened by the easement. Upon completion of the work, the Person exercising the easement shall restore the property, to the extent reasonably possible, to its condition prior to the commencement of the work. The exercise of these easements shall not extend to permitting entry into the structures on any Lot, nor shall it unreasonably interfere with the use of any Lot and, except in an emergency, entry onto any Lot shall be made only after reasonable notice to the Owner or occupant.
- 9.4 Easements for Maintenance, Emergency, and Enforcement. The Association hereby reserves easements over the Property as necessary to fulfill the Association's maintenance, enforcement, and other responsibilities hereunder. The Association shall also have the right, but not the obligation, to enter and perform maintenance upon any Lot for emergency, security, and safety reasons, and to inspect for the purpose of ensuring compliance with and of enforcing the Governing Documents. Such right may be exercised by any member of the Board and its duly authorized agents and assignees, and all emergency personnel in the performance of their duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner.
- 9.5 Easement to Inspect and Right to Correct. The Association hereby reserves the right to inspect, monitor, test, redesign, and correct any structure, improvement, or condition which may exist on any portion of the Property, including Lots, and a perpetual, non-exclusive easement of access throughout the Property to the extent reasonably necessary to exercise such right. Except in an emergency, entry onto a Lot shall be only after reasonable notice to the Owner and no entry into a dwelling shall be permitted without the Owner's consent. The Person exercising this easement shall promptly repair, at such Person's own expense, any damage resulting from such exercise.
- 9.6 Lot Maintenance Easement. The Association hereby reserves the alienable, transferable and perpetual right and easement to enter upon any Lot on which a dwelling has not been constructed and upon which no ARB-approved landscaping plan has been implemented for the purpose of mowing, removing, clearing, cutting, or pruning underbrush, weeds, or other growth or the removal of garbage or other debris which in the opinion of the Association detracts from the overall aesthetic appearance and safety of Fripp Island. Prior to such entry, the Owner must be given reasonable notice of the entry on the property for such maintenance. The Association may establish the cost of this Lot maintenance expense, which amount shall be billed to the Lot Owner as a Specific Assessment.
- 9.7 Pest Control Easement. The Association hereby reserves the alienable, transferable and perpetual right and easement to enter upon any Lot to dispense pesticides and take other action which is deemed necessary or desirable by the Association

to control insects, vermin, or pests, but the Association is not obligated to provide such services.

- 9.8 Fire Control Easement. The Association hereby reserves the alienable, transferable and perpetual right and easement to enter upon any Lot to cut fire breaks in the Property and to undertake other fire prevention or control activities to control fires on the Property.

ARTICLE X EXPANSION OF THE COMMUNITY; BOUNDARY LINE CHANGES

ARTICLE III:10.1 Annexation/Expansion. A property owner may subject additional property located on Fripp Island to the provisions of this Declaration by recording a Supplemental Declaration describing the additional property. Any such Supplemental Declaration shall require the written consent of the Association.

ARTICLE IV:10.2 Effect of Filing Supplemental Declaration. A Supplemental Declaration shall be effective upon recording unless otherwise specified in such Supplemental Declaration. On the effective date of the Supplemental Declaration, any additional property subjected to this Declaration shall be assigned voting rights in the Association and assessment liability in accordance with the provisions of this Declaration and the Bylaws of the Association.

- 10.3 Subdivision of Property. Once a Lot has been conveyed to an Owner by the original developer thereof, the Lot shall not be further subdivided, consolidated with other Lots, nor its boundary lines changed, except with the written consent of the Association.

ARTICLE XI DISPUTE RESOLUTION

- 11.1 Agreement to Encourage Resolution of Disputes without Litigation.

- (a) The Association and its officers, directors, and committees, boards, Members, all Persons subject to this Declaration, and any Person not otherwise subject to this Declaration who agrees to submit to this Article (collectively the "Bound Parties"), agree that it is in the best interest of all concerned to encourage the amicable resolution of disputes involving Fripp Island without the emotional and financial costs of litigation. Accordingly, each Bound Party agrees not to file suit in any court with respect to a Claim described in subsection (b) unless and until such Bound Party has first submitted such Claim to the alternative dispute resolution procedures set forth in Section 11.2 below in a good faith effort to resolve such Claim.

- (b) As used in this Article, the term "Claim" shall refer to any claim, grievance or dispute arising out of or relating to
 - (i) the interpretation, application, or enforcement of the Governing Documents;
 - (ii) the rights, obligations, and duties of any Bound Party under the Governing Documents; or
 - (iii) the design or construction of improvements within Fripp Island, other than matters of aesthetic judgment related to ARB matters, which shall not be subject to review;

except that the following shall not be considered "Claims" unless all parties to the matter otherwise agree to submit the matter to the procedures set forth in Section 11.2.

- (1) any suit by the Association to collect assessments or other amounts due from any Owner;
- (2) any suit by the Association to obtain a temporary restraining order (or emergency equitable relief) and such ancillary relief as the court may deem necessary in order to maintain the status quo and preserve the Association's ability to enforce the provisions of this Declaration;
- (3) any suit between Owners, which does not include the Association as a party, if such suit asserts a Claim which would constitute a cause of action independent of the Governing Documents;
- (4) any suit in which any indispensable party is not a Bound Party; and
- (5) any suit as to which any applicable statute of limitations would expire within one hundred eighty days of giving the Notice required by Section 11.2(a), unless the party or parties against whom the Claim is made agree to toll the statute of limitations as to such Claim for such period as may reasonably be necessary to comply with this Article.

11.2 Dispute Resolution Procedures.

- (a) *Notice.* The Bound Party asserting a Claim ("Claimant") against another Bound Party ("Respondent") shall give written notice to each Respondent and to the Board stating plainly and concisely:
 - (i) the nature of the Claim, including the Persons involved and the Respondent's role in the Claim;

- (ii) the legal basis of the Claim (i.e., the specific authority out of which the Claim arises);
 - (iii) the Claimant's proposed resolution or remedy; and
 - (iv) the Claimant's desire to meet with the Respondent to discuss in good faith ways to resolve the Claim.
- (b) *Negotiation.* The Claimant and Respondent shall make every reasonable effort to meet in person and confer for the purpose of resolving the Claim by good faith negotiation. If requested in writing, accompanied by a copy of the Notice, and if the Board is not a party to the Claim, the Board may appoint a representative to assist the parties in negotiating a resolution of the Claim.
- (c) *Mediation.*
 - (i) If the parties have not resolved the Claim through negotiation within thirty (30) days of the date of the notice described in Section 11.2 (a) (or within such other period as the parties may agree upon), the Claimant shall have thirty (30) additional days to submit the Claim to mediation with an entity designated by the Association (if the Association is not a party to the Claim) or to an independent agency or person providing dispute resolution services in the Beaufort County area.
 - (ii) If the Claimant does not submit the Claim to mediation within such time, or does not appear for the mediation when scheduled, the Claimant shall be deemed to have waived the Claim, and the Respondent shall be relieved of any and all liability to the Claimant (but not third parties) on account of such Claim.
 - (iii) If the Parties do not settle the Claim within thirty (30) days after submission of the matter to mediation, or within such time as determined reasonable by the mediator, the mediator shall issue a notice of termination of the mediation proceedings indicating that the parties are at an impasse and the date that mediation was terminated. The Claimant shall thereafter be entitled to file suit or to initiate administrative proceedings on the Claim, as appropriate.
 - (iv) Each Party shall bear its own costs of the mediation, including legal fees, and each Party shall share equally all fees charged by the mediator.
- (d) *Settlement.* Any settlement of the Claim through negotiation or mediation shall be documented in writing and signed by the parties. If any party thereafter fails to abide by the terms of such agreement, then any other party may file suit or initiate administrative proceedings to enforce such agreement without the need to again comply with the procedures set forth in this Article. In such event, the party taking action to enforce the

agreement or award shall, upon prevailing, be entitled to recover from the non-complying party (or if more than one non-complying party, from all such parties in equal proportions) all costs incurred in enforcing such agreement or award, including, without limitation, attorneys' fees, and court costs.

ARTICLE XII

BINDING EFFECT; AMENDMENT OF DECLARATION

12. This Declaration, as it may be amended, shall remain in effect and shall be enforceable by the Association, any Owner, and their respective legal representatives, heirs, successors, and assigns, for a term of twenty (20) years after the date on which this Declaration is recorded, after which it shall automatically renew for successive periods of ten (10) years each. With the exception of the provisions hereof which are specifically for the benefit of Fripp Island Company, Inc., which may not be amended without its written consent, this Declaration may be amended at any time by the Owners by the affirmative vote of more than fifty percent (50%) of the Owners in a mail referendum called for the purpose of voting on such proposed amendment(s). The referendum and voting procedure will be in accordance with the provisions of Sub-Article B, of Article VII of the Bylaws. Action to amend this Declaration may be initiated by the Board of Directors or by petition of one hundred or more Members.
 - (a) Should the action to amend this Declaration be initiated by the Board of Directors, the proposed amendment shall be posted on the Association's bulletin board and website to give notice to all Members concerning the proposed amendment at least ten business days prior to the Board meeting at which such proposed amendment is to be considered. Members shall have a reasonable opportunity to be heard at a Board meeting prior to such action being taken. The Board of Directors must vote on the motion containing the proposed amendment. Should the motion receive affirmative votes from more than a simple majority of the members of the Board of Directors, it must be placed in the minutes of that meeting and distributed in the manner of the distribution of all draft minutes of meetings of the Board of Directors, including being posted on the Association's bulletin board and website. At the next regular meeting of the Board of Directors, the motion containing the proposed amendment is to be read and another vote taken. Members shall have a reasonable opportunity to be heard at a Board meeting prior to such action being taken. Should the second reading of the motion containing the proposed amendment receive affirmative votes from more than a simple majority vote of the members of the Board of Directors, the amendment shall be submitted to the Members to be voted on in the manner described above.

- (b) The Association must give written notice of the proposed amendment by U. S. Mail, not less than sixty days prior to the date of the submission of the referendum on the proposed amendment to the Members and in the issue of *The Trawler*, or any replacement publication of the Association, which is mailed or otherwise distributed to each member of the Association, published immediately prior to the date of the submission of such referendum.
- (c) Notwithstanding the foregoing, if any provision of this Declaration would be unlawful, void, or avoidable by reason of any South Carolina law restricting the period of time that covenants on land may be enforced, such provision shall expire twenty-one years after the death of the last survivor of the now living descendants of Elizabeth II, Queen of England. Nothing in this Article shall be construed to permit termination of any easement created in this Declaration without the consent of the holder of such easement.

ARTICLE XIII MISCELLANEOUS

- 13.1 Severability and Rule against Perpetuities. The invalidation by any court of any restrictions of this Declaration shall in no way affect any of the other restrictions, but they shall remain in full force and effect. If any provisions of this Declaration would violate the rule against perpetuities or any other limitation on the duration of the provisions contained herein and imposed by law, then such provision shall be deemed to remain in effect only for the maximum period permitted by law or until twenty-one years after the death of the last survivor of the now living descendants of Queen Elizabeth II of Great Britain and the original Owners of Lots other than Declarant in the Property.
- 13.2 Interpretation. In all cases, the provisions of this Declaration shall be given that reasonable interpretation or construction which will best effect consummation of the general plan of land use restrictions and affirmative obligations of the Property, and which will preserve the Property as an attractive, well maintained, privately-governed residential resort community. Contrary to the restrictive common law rule of construction, this Declaration and any amendments thereto shall by this covenant be interpreted broadly to touch and concern the Property with recognition of modern economic, land use planning and real estate finance and development principles, theories and practices. The provisions of this Declaration shall be given full force and effect notwithstanding the existence of any zoning ordinance which allows a less restricted use of the Property.
- 13.3 No Waiver. Failure to enforce any provisions of this Declaration shall not operate as a waiver of any such provision or of any other provisions of this Declaration.

- 13.4 Captions. The captions and headings in this instrument are for convenience only and shall not be considered in construing any provisions of this Declaration.
- 13.5 Recitals. The above recitals ("Whereas" clauses) are incorporated into and made a part of this Agreement.
- 13.6 Special Provision Affecting Golf Course Lots. The Owner of a Lot adjoining a golf course shall not, in any way or manner, prohibit the maintenance and landscaping of the golf course or restrict or disturb the play on the golf course.

IN WITNESS WHEREOF, the Association's undersigned duly authorized officers have caused this Declaration to be executed on the day and year first above.

WITNESSES:

FRIPP ISLAND PROPERTY OWNERS ASSOCIATION,
A South Carolina non-profit

corporation

First Witness Signs Here

By: _____
Name: _____
Title: President

Notary Public Signs Here

Attest: _____
Name: _____
Title: Secretary

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this ____ day of _____, 2009, by _____, and by _____, President and Secretary, respectively, of **Fripp Island Property Owners Association**, a South Carolina non-profit corporation, on behalf of the corporation.

Notary Public for the State of South Carolina
My Commission Expires: _____

JOINDER

Fripp Island Company, Inc. joins in this instrument to confirm that it has approved and consents to the provisions hereof and agrees to be bound by it.

IN WITNESS WHEREOF, it has caused this Declaration to be executed on the day and year first above written.

WITNESSES:

Fripp Island Company, Inc.,
A South Carolina corporation

Witness

By: _____
Name: Douglas G. Wardle
Title: President

Notary Public

STATE OF _____)
)
COUNTY OF _____)

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this ____ day of _____, 2009, by Douglas G. Wardle, President of **Fripp Island Company, Inc.**, a South Carolina corporation, on behalf of the company.

_____(Seal)
Notary Public for the State of South Carolina
My Commission Expires: _____

EXHIBIT "A"
ARTICLE V:PROPERTY DESCRIPTION

The Single Family Area of Fripp Island, Beaufort County, South Carolina is hereby defined and limited to that area of Fripp Island which had previously hereto been specifically submitted to the 1974 Consolidation and Declaration of Rights, Restrictions, Affirmative Obligations, Conditions, Etc., dated April 29, 1974 (the "1974 Single Family Covenants") and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Record Book 220 at Page 436. The area is limited to the lots, and improvements thereon, which have been previously subdivided and conveyed as single family lots with specific reference to the 1974 Single Family Covenants contained in the deeds of conveyance.

The Single Family Area shall also include all Open Space and Common Area properties on Fripp Island which have been previously conveyed to the Fripp Island Property Owners Association, Inc., or, upon conveyance, such additional properties that are conveyed to the Fripp Island Property Owners Association, Inc., in the future, subject to all conditions, restrictions and reservations contained in any deed or instrument of conveyance regarding such Open Space and Common Area properties, or contained in any applicable Governing Document.

All areas of Fripp Island which do not meet the above description are specifically excluded from this Single Family Area description, including, but not limited to, all Commercial Areas now or hereafter made subject to the Commercial Use Covenants of April 1, 1977, as recorded in Record Book 247 at Page 1229 in the Office of the Register of Deeds for Beaufort County, South Carolina, and all Multifamily Areas now or hereafter made subject to that certain 1971 Declaration of Rights, Restrictions, Conditions, Etc., as recorded in Record Book 181 at Page 114 in the Office of the Register of Deeds for Beaufort County, South Carolina.

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BYLAWS
OF
FRIPP ISLAND PROPERTY OWNERS ASSOCIATION
EFFECTIVE JANUARY 22, 2019

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ARTICLE I. NAME AND OFFICES

The name of the corporation is Fripp Island Property Owners Association, a South Carolina nonstock, nonprofit corporation, organized under the Laws of the State of South Carolina, hereinafter referred to as the Association. The principal office of the Association is in the County of Beaufort, State of South Carolina at 225 Tarpon Boulevard, Fripp Island, South Carolina 29920. The Association may have such other offices, either within or without the State of South Carolina, as the Board of Directors may designate or as the business of the Association may require from time to time.

ARTICLE II. PURPOSE

The purpose of the Association is to preserve and enhance the general welfare, security, privacy and appearance of Fripp Island. To this end, the Association must maintain open lines of communications with the Members, relevant governmental agencies, other associations, the owners of businesses, and the owners of the amenities on Fripp Island. The Association will act in accordance with and under the provisions of the South Carolina Nonprofit Corporation Act of 1994, as amended.

ARTICLE III. MEMBERS

I. Section 1. Members.

A property owner is automatically a Member of the Association and shall remain so for the entire period of ownership. In the event an owner is a corporation, partnership, trust or other legal entity (other than a natural person) any officer, director, shareholder, agent, trustee or beneficiary can be designated to represent such entity in the affairs of the Association. The designated person shall be the person receiving and exercising the voting right for that property.

A Member in good standing is an owner who has no delinquent assessments and no outstanding fines on all properties owned by said owner in his or her name or in the name of a legal entity of which they are an officer, director, shareholder, agent, trustee or beneficiary. Assessments pending resolution in a court of law are not delinquent if such assessments have been paid into escrow.

A Member qualifies as a Resident Member if the Member's primary residence is located on Fripp Island as demonstrated by proof of any of the following: 1) a South Carolina Driver's License bearing the Member's Fripp Island address; 2) a Voter Registration Card indicating that the Member is registered to vote in Beaufort County and bearing the Member's address on Fripp Island; or 3) a copy of a filed Federal Income Tax form which indicates the Member's Fripp Island address as the Member's residence. All other Members are Nonresident members of the Association. NOTE: the Director class of 2020 and 2021 will continue to be governed by the residency definition included in the March 11, 2017 Bylaws.

II. Section 2. Voting Rights of Members.

A Member has one vote for each paid assessment, as long as all of their property(s) is in good standing (no outstanding fines). Where there are two or more owners of a single property, only one owner can exercise the voting right of the property. Commercial properties and properties in abeyance have no voting rights.

III. Section 3. Annual Meeting.

The Annual Meeting of the Members is to be held in January each year, starting in 2020, at a time and place determined by the Board of Directors. The purpose of the meeting is to introduce the newly elected Directors, for the presentation of reports from the President, Treasurer, Directors, and the General Manager and to conduct such other business as may properly come before the meeting.

IV. Section 4. Special Meetings.

Special meetings of the Members, for any purpose or purposes, may be called by the President or by a majority of the Board of Directors and must be called by the President at the request, through petition, of not less than one hundred or more Members of the Association. The agenda for such Special meeting is limited to the consideration of only those matters for which the meeting is called.

V. Section 5. Place of Meetings.

The President may designate any place, within the County of Beaufort, State of South Carolina, as the place of meeting for any Annual Meeting or any Special Meeting of the Members. If no designation is made, the place of the meeting is the office of the Association in the State of South Carolina.

VI. Section 6. Notice of Annual and Special Meetings.

Written notice stating the place, date and hour of an Annual or Special meeting and the purpose or purposes for which the meeting is called, must be delivered, mailed or emailed not less than ten calendar days nor more than sixty calendar days before the date of the meeting by United States mail or by email, to each Member entitled to vote at such meeting.

It is the obligation of every Member to notify the Association in writing of any change of mailing address or email address in order to receive notifications of meetings and other matters.

If notice is mailed to the Member at the address as it appears on the books of the Association by first class United States mail, such notice is deemed to be delivered five days after its deposit for delivery. If notice is emailed to the address as it appears on the books of the Association such notice is deemed to be delivered at the time sent.

VII. Section 7. Quorum.

Ten percent of the assessed properties must be represented at a meeting of Members to constitute a quorum on that matter. Those Members in good standing (in person or by proxy) constitute a quorum at a Meeting of the Members. Those Members present, (in person or by proxy), may transact business until adjournment, notwithstanding the withdrawal of Members from such meeting.

Section 8. Majority of Quorum.

Any action taken at a Meeting of the Members of the Association must be by a majority of the quorum of the Members in good standing unless otherwise provided in these Bylaws.

VIII. Section 9. Proxies.

At all meetings of Members, a Member in good standing may vote in person or by proxy executed in writing and signed by said Member or by his or her duly authorized attorney in fact. Such proxy must be filed with the Secretary of the Association before or at the time of the meeting. No proxy is valid after eleven months from the date of its execution unless otherwise

provided in the proxy. Proxies may be delivered in person, by US Mail, by facsimile, or by scanned copy via email. Only Members in good standing may hold and vote proxies for others.

Ownership held in the name of a corporation, partnership, trust or other entity (other than a natural person) may be voted by the designated officer, director shareholder, agent, trustee or beneficiary in person or by proxy, provided said entity is a Member in good standing.

IX. Section 10. Conduct of Meeting.

All meetings of Members are governed by Robert's Rules of Order, as such rules may be revised from time to time, insofar as such rules are not inconsistent or in conflict with these Bylaws or the South Carolina Nonprofit Corporation Act of 1994, as amended.

X. Section 11. Member Action without a Meeting.

Members shall have the power to approve or reject certain actions by ballot. Any action that may be taken at an Annual or Special Meeting of the Members may be initiated by petition pursuant to Article III, Section 4 and voted on pursuant to Sub-Article B of Article VII.

ARTICLE IV. BOARD OF DIRECTORS

XI. Section 1. Number, Tenure, and Qualifications.

The number of Directors of the Association is ten persons, each of whom must be a Member in good standing. Spouses, domestic partners, and co-owners of Members in good standing may serve on the Board provided no Member and their spouse, domestic partner, or co-owner serve at the same time.

The term of office of a Director is three years, and each Director is eligible to serve no more than two full terms as a Director.

Five members of the Board of Directors are to be chosen from the Resident Members of the Association, and five members of the Board of Directors are to be chosen from the Nonresident Members of the Association. Should a change occur in a Board Member's Fripp Island residency classification, and there is less than 6 months until the next election, such Board member shall cease being on the Board of Directors at the completion of the current year. If there is greater than 6 months until the next election, the Election Committee will oversee a Special election for the remainder of the vacant term. The Board member will cease being on the Board when the Special election is completed, and a new Board member is determined.

XII. Section 2. Vacancies.

Any vacancy occurring in the Board of Directors shall be filled by the following process:

- If there is 6 months or less until the next election, the Board of Director vacancy shall be unfilled and will be filled as an additional candidate election for the remainder of the term (if zero years left on the vacant term, then nothing additional is required).
- If there is greater than 6 months until the next election, the Election Committee will oversee a Special election for the remainder of the vacant seat term. They will have 75 days to recruit new Board candidates and conduct the election.

A Director elected to fill a vacancy shall serve the remaining unexpired term of his or her predecessor in office. Any replacement Director may run for election at the expiration of his or her replacement term and will be subject to the term limitations stated in Section 1 of this Article,

except that if the replacement term is over one year, then he or she is eligible to be elected to only one three-year term.

XIII. Section 3. Removal of Directors.

A Director may be removed by a two-thirds vote of the Members of the Association present, in person or by proxy, and voting at a Special or Annual Meeting of the Members, provided notice and purpose of such meeting is given to the Members. (See Section 5, below for the automatic removal of a Director for failure to attend four meetings.)

XIV. Section 4. Powers and Duties.

The business and affairs of the Association are directed and overseen by its Board of Directors. The Board of Directors has the powers and duties necessary to ensure the provision of security for the Members, to administer the affairs of the Association and to oversee the management of the operation and maintenance of its property. In general, the Board of Directors has the responsibility to oversee the administration of the Association and, subject to the provisions of these Bylaws and the South Carolina Nonprofit Corporation Act of 1994, and other governing documents as amended, to do all of those things necessary and reasonable to carry out the governing and ensure the operations of the Association. Such powers and duties of the Board of Directors include, but are not limited to, the following:

- a) To establish, make and enforce compliance with such rules, regulations, and policies as may be necessary for the operation and use of all of the property owned by or under the control of the Association and governing access to Fripp Island, with the right to amend the same from time to time. The power to enforce compliance with such rules, regulations, and policies includes the power to set a fine or other penalty for the violation of such rules, regulations and policies. A copy of such rules, regulations and policies and amendments thereto must be delivered, mailed or emailed to each Member upon the adoption thereof and posted on the Association's website.
- b) To incur such costs and expenses as may be necessary to maintain security on Fripp Island, and to keep in good order, condition and to repair and replace roads, bridges, crossovers, lagoons, bike paths, parks and property on Fripp Island owned by or under the control of the Association.
- c) To obtain and maintain all insurance for the Association required or otherwise deemed advisable from time to time by the Board of Directors. See also Article XIII.
- d) To prepare and adopt a budget for the Association in a manner sufficient to determine the amount of the annual and special assessments needed and sufficient to meet the operating expenses and reserves of the Association.
- e) To fix the amount of the annual assessment and any special assessment against the property of each Member. See Article VIII.
- f) To set, by resolution, the spending authority of the General Manager.
- g) To borrow funds to pay for any expenditure or outlay required and to execute all such instruments evidencing and securing such indebtedness as the Board of Directors may deem necessary, subject to the authority granted by the provisions of these Bylaws. The persons who shall be authorized to execute promissory notes, security instruments and pledges of collateral on behalf of the Association are: (a) the President or Vice President, Treasurer and (b) Secretary.

- h) To establish bank or other investment accounts for the separate deposit of the funds of the Association.
- i) To hold regular meetings at least 6 times yearly and to do so at the time and place established by the Board of Directors.
- j) To hold a minimum of 2 Member Town Hall meetings during each calendar year. The purpose of these meetings will be to solicit input from the Members and to present items for open discussion (e.g., FIPOA Strategic Plan updates).
- k) To cause all officers and employees having financial responsibilities to be bonded, if and as it may deem appropriate and economically feasible/practical.
- l) To employ the services of a General Manager and to delegate such duties to the General Manager as set forth in Article VI. Provided, however, when so delegated, the Board of Directors is not relieved of its responsibilities for such duties under the Articles of Incorporation of these Bylaws.
- m) To appoint, with the recommendation of the President, after consultation with the General Manager, a sufficient number of Members to the following standing committees:
 - Appeals
 - Elections
 - Finance
 - Roads, Drainage & Bridges
 - Shoreline
 - Wildlife, Environment, and Grounds

At the time a standing committee is created by the Board of Directors, the purpose, authority, scope, members, and power of the committee must be stated in the establishing resolution. The purpose, authority, scope, and power of the committee may be changed from time to time by the Board of Directors. At least two Directors must serve on each of the standing committees.

- n) To establish, and make appointments of Members to task forces and commissions deemed necessary to conduct the affairs of the Association. The appointments are to be made upon the recommendation of the President, after consultation with the General Manager, and with the advice and consent of the Board of Directors. The purpose, authority, scope, members, and power may be changed from time to time by the Board of Directors. The Directors may serve on the task forces. The task force will solicit input from and provide updates to the community as needed.
- o) To purchase and sell real and personal property and to enter into such real and personal property leases as may from time to time be in the best interests of the Association.
- p) To employ the services of a certified public accountant.
- q) To employ the services of an attorney at law.
- r) To review the Board of Directors Strategic Plan annually.

XV. Section 5. Regular Meetings.

Regular meetings of the Board of Directors are, subject to the provisions of Article X (Executive Session), open to the Members and are held without other notice than the schedule of meetings

approved by the Board of Directors. The Board of Directors must provide, by resolution, the time and place for the holding of its regular meetings, without other notice than such resolution. Such notice must be posted on the Association's website. Such time and place may be changed upon two weeks' notice posted on the Association's website. Provided, however, the President, upon polling the Board of Directors, may cancel a regular meeting when it is deemed unnecessary to have the meeting. Immediately following the decision to cancel a regular meeting, notice of such cancellation must be placed on the Association's website.

Members of the Board of Directors are required to attend four regular meetings of the Board of Directors in person or using video conferencing each year. In addition, the Board of Directors should attend the Annual Meeting of the Members. A Director who fails to attend the required meetings is automatically removed from the Board of Directors, and a successor will be appointed in accordance with Section 2 of this Article. The year for determination of attendance begins January 1.

XVI. Section 6. Special Meetings.

Special meetings of the Board of Directors may be called by or at the request of the President or by a majority of the Board of Directors. When the Special meeting is called, the President must give notice of the meeting to the Board of Directors and the Members not less than five calendar days nor more than sixty calendar days of the date of such meeting. Special meetings of the Board of Directors are, subject to Article X, open to the Members.

XVII. Section 7. Notice of Special Meeting.

Notice of any Special meeting of the Board of Directors must be given to the Board of Directors and the Members not less than five calendar days nor more than sixty calendar days prior thereto by written notice delivered personally or by United States mail or by email to each Director and Member at his or her designated address. In addition, such notice must be posted on the Association's website.

If mailed by United States mail, such notice is deemed to be delivered five calendar days after its deposit in the United States mail, addressed to the Director and Member at his or her address as it appears on the books of the Association, with first class postage thereon. If notice is given by email addressed to the address on the books of the Association such notice is deemed to be delivered at the time sent.

Any Director may waive notice of any meeting. The attendance of a Director at a meeting constitutes a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully or properly called or convened.

XVIII. Section 8. Agenda of Regular Board of Directors Meeting.

The agenda of all regular meetings of the Board of Directors shall be set by the President and the General Manager, shall be distributed at least five calendar days before the meeting to the Board of Directors and to the Members and shall include an opportunity for Member comments and questions. Changes to the agenda can be made following Roberts Rules of Order.

XIX. Section 9. Video Conferencing and Telephone Meetings.

Members of the Association, members of the Board of Directors, or any Member of a committee or board designated by the Board of Directors may participate in any meeting of the Board of

Directors, or committee, by means of conference telephone, video conferencing, or similar communications equipment by which all persons participating in the meeting can hear each other at the same time. Such participation constitutes presence at the meeting.

XX. Section 10. Quorum.

Six or more Directors constitutes a quorum for the transaction of business at any meeting of the Board of Directors. If fewer than six Directors are present, another meeting date shall be set with notice as provided in Section 7. Once a quorum has been established at the beginning of a meeting, no further calls for the determination of a quorum may be heard.

XXI. Section 11. Manner of Acting.

Unless otherwise stated in these Bylaws, the action of the majority of the Directors, voting at a meeting at which a quorum has been established, constitutes an action of the Board of Directors.

XXII. Section 12. Presumption of Assent.

A Director who is present at a meeting of the Board of Directors at which action on any Association matter is taken is presumed to have assented to the action taken unless her or his dissent is entered in the minutes of the meeting.

XXIII. Section 13. Rules of Conduct for Meetings.

The Board of Directors has the authority to establish such rules of conduct and procedures for the participation of Members at its meetings, as it may deem advisable from time to time. Such rules of conduct and procedures must be approved by at least six members of the Board of Directors.

XXIV. Section 14. Conduct of Meeting.

All meetings of the Board of Directors are governed by Robert's Rules of Order, as such rules may be revised from time to time, insofar as such rules are not inconsistent or in conflict with these Bylaws or the South Carolina Nonprofit Corporation Act of 1994. As amended

XXV. Section 15. Action without a Meeting.

Action may be taken without a meeting if a consent in writing, setting forth the action to be taken, is signed by a majority of the Directors, unless such action requires a greater number of affirming Directors under these Bylaws. Any action taken without a meeting will be communicated to the Members within 3 business days.

XXVI. Section 16. Compensation.

A Director shall not be paid a salary for serving in that capacity or reimbursed for expenses incurred for the attendance of meetings of the Board. However, a Director may be reimbursed, upon request and with prior approval of the President, for expenses for attendance at workshops that are directly related to the operation of the Association. The President would need to receive prior approval from the Vice President and the Head of the Finance Committee for expenses that may be incurred when attending a workshop.

XXVII. Section 17. Limitations of Power.

Neither the Board of Directors nor any of its members may in any manner be involved in the appointment or removal of any Association administrative officers or employees whom the General Manager or any of his or her subordinates are empowered to hire or appoint.

No member of the Board of Directors is permitted to supervise or discipline Association administrative officers and employees who are subject to the direction and supervision of the General Manager, except through the General Manager. Neither the Board of Directors nor any of its members shall give orders to any such officer or employee, either publicly or privately. It is recognized that Board members are working and cooperating with said officers and employees on committees or other circumstances where it would be appropriate to have reasonable dialogue and communications. If these Limitations of Power are not followed, the offending Director may be subject to removal (see Article IV, Section 3).

No member of the Board of Directors shall be employed as General Manager of the Association during the term for which he or she has been elected. However, such officers may serve on a temporary basis, without compensation, as set forth in Article VI Section 4.

XXVIII. Section 18. No Waiver of Rights.

The omission or failure of the Association, the Board of Directors, any committee or board appointed by the Board of Directors, the General Manager, any Member or property owner to enforce the covenants, conditions, restrictions, easements, uses, limitations, obligations or other provisions of the Articles of Incorporation, these Bylaws or the rules, regulations, and policies adopted pursuant hereto, shall not constitute or be deemed a waiver, modification or release thereof. The Board of Directors, the General Manager, such committees or boards appointed by the Board of Directors or any Member or property owner shall have the right to enforce the same thereafter.

Section 19. Board of Directors Code of Conduct.

The Association recognizes the contribution made by its voluntary Board members. To assist the Board members in their work and to protect the interests of the Association, the Association expects its Board members to adhere to the following Code of Conduct.

Board members will:

1. Serve the best interests of the Association as a whole regardless of their personal interests.
2. Actively participate by making Board meeting attendance a priority and being prepared to discuss the issues and business on the agenda.
3. Use sound judgment to make the best possible business decisions for the Association, taking into consideration all available information, circumstances, and resources.
4. Act within the boundaries of their authority as defined by law and the governing documents of the Association.
5. Perform their duties without bias for or against any individual or group of owners.
6. Make every effort to support all duly adopted Board decisions—even if the Board member was in the minority regarding actions that may not have obtained unanimous consent.
7. Will identify and disclose to the Board of Directors when they or a family member, is involved with or has any form of personal conflict, directly or indirectly, associated with any issue, financial or otherwise, that is brought before the Board for their consideration.
8. When a conflict is identified, recuse themselves from the issue entirely and leave the meeting room until such issue is no longer being discussed or considered.

Board members will not:

1. Intrude on administrative issues that are the responsibility of management, except to monitor the results and ensure that procedures are consistent with Board policy.
2. Use their positions or decision-making authority for personal gain or to seek advantage over another member.
3. Spend unauthorized Association funds.
4. Intentionally misrepresent known facts in any issue involving Association business.
5. Divulge personal information about any Association Member or employee that was obtained in the performance of Board duties.
6. Make personal attacks on colleagues, employees or Members.
7. Reveal to any Member or other third party the discussions, decisions, and comments made at any meeting held in Executive Session.
8. Vote on any transaction where a conflict of interest has been declared and refrain from speaking, regarding the issue, at the meeting while the issue is being discussed.

Failure to adhere to this Code of Conduct may result in the removal of the offending Director (see Article IV, Section 3).

ARTICLE V. OFFICERS

XXIX. Section 1. Number.

The officers of the Association are a President, a Vice President, a Secretary, and a Treasurer, each of whom is elected by the Board of Directors from its members. Such other officers as may be deemed necessary may be elected by the Board of Directors. Any two or more offices may be held by the same person, except the offices of President, Vice President, Treasurer, and Secretary. The officers of the Association shall be persons of the age of eighteen years or older.

XXX. Section 2. Election and Term of Office.

To provide continuity, prior to the Annual Meeting the officers of the Association shall be elected by the Board of Directors in Executive Session. Officers so elected will be announced at the Annual Meeting and will serve starting immediately after the Annual Meeting. Each officer so elected is to hold office until his or her successor has been duly elected and qualified or until his or her death or until he or she resigns or has been removed in the manner herein provided. Only newly elected Board members and current Board members whose terms are not expiring can vote for officers in this Executive Session.

XXXI. Section 3. Removal.

Any officer may be removed by vote of a majority of the Board of Directors, plus one, whenever, in its judgment, the best interests of the Association will be served thereby.

XXXII. Section 4. Vacancies.

A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be elected by the Board of Directors for the unexpired portion of the term.

XXXIII. Section 5. President.

The President:

- a) Presides at all meetings of the Board of Directors and all meetings of the Members and has the right and privilege to vote as any other member of the Board of Directors.

- b) Sees that orders, motions, and resolutions of the Board of Directors are carried out and signs all leases, mortgages, deeds, promissory notes and other written instruments with the Secretary of the Association.
- c) Supervises the preparation of the agenda for all meetings of the Board of Directors and the Members.
- d) Performs or delegates to a committee of the Board of Directors an annual review of the performance of the General Manager and reports such findings to the Board of Directors in an Executive Session.
- e) Acts as a contact for the Board of Directors with the General Manager.
- f) Performs such other customary duties incident to the office of President.

XXXIV. Section 6. Vice President.

The Vice President:

In the absence of the President or in the event of the President's death, inability, or refusal to act, the Vice President must perform the duties of the President, and when so acting, has all the powers and duties of, and is subject to all the restrictions upon, the President. The Vice President performs such other duties as from time to time may be assigned to him or her by the President or by the Board of Directors.

XXXV. Section 7. Secretary.

The Secretary:

- a) Is responsible for the keeping of the minutes of the proceedings of the Members and of the Board of Directors. The taking and preparation of minutes may be by a clerk of the meeting, appointed by the Board of Directors. The content of the minutes of meetings shall be set by the Board of Directors.
- b) Sees that all notices are duly given in accordance with the provisions of these Bylaws.
- c) Is custodian of the Association's records and of the seal of the Association and sees that the seal of the Association is affixed to all documents when required. In regard to the Association's records, sees that all appropriate records are open for inspection in accordance with South Carolina law. A Member in good standing may inspect and copy the records upon written notice at least five business days prior thereto provided such request is made in good faith and for a proper purpose. The Association may impose a charge for labor and copies of documents so provided. The written notice shall set forth the purpose and the records sought to be reviewed and are limited to:
 - i. The minutes of any Board meeting.
 - ii. Records of a committee, taskforce, or agency of the Board.
 - iii. Minutes of meetings of the Membership and records of action by the Membership without a meeting.
 - iv. Accounting and other corporate records of the Association in accordance with South Carolina law.
- d) Sees to the keeping of registers of the mailing address and email address of each Member, which are furnished to the Secretary by such Member.
- e) Signs all leases, mortgages, deeds, promissory notes and other written instruments with the President of the Association.

- f) In general, performs all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him or her by the President or by the Board of Directors.

XXXVI. Section 8. Treasurer.
The Treasurer:

- a) Has charge and custody of and is responsible for all funds and securities of the Association.
- b) Sees that all moneys due and payable to the Association from any source whatsoever are received, properly accounted for, and then deposited in the name of the Association in such banks, trust companies or other depositories as selected in accordance with the provisions of Article IX of these Bylaws.
- c) In general, performs all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him or her by the President or by the Board of Directors.
- d) The Treasurer has authority to delegate responsibility he or she deems appropriate to the Association Staff subject to Board approval.

If required by the Board of Directors, the Treasurer may be bonded for the faithful discharge of these duties in such sum and with such surety or sureties as the Board of Directors shall determine, such bond to be at the expense of the Association.

ARTICLE VI. GENERAL MANAGER OF THE ASSOCIATION

XXXVII. Section 1. Employment of a General Manager.

The Board of Directors must employ a General Manager and establish his or her compensation.

**XXXVIII. Section 2. Terms of Employment and Compensation of General Manager;
Removal of General Manager by Board of Directors.**

The term of employment of the General Manager is at the pleasure of the Board of Directors or it may, in its discretion, employ the General Manager for a definite term. The General Manager is entitled to receive such compensation for services as the Board of Directors may determine. An Executive Compensation Committee consisting of the Association's President, Vice President, Secretary, and Treasurer shall set the General Manager's salary after annual review subject to Board approval. If the Board of Directors determines to remove the General Manager, whether serving at the pleasure of the Board of Directors or for a definite term, he or she must be given a written statement (notice of removal) of the reasons alleged for the proposed removal. In this event, the General Manager has the right to a public or private hearing before the Board of Directors. At the discretion of the Board, the General Manager may be placed on administrative leave during this process. The vote of the Board of Directors to remove the General Manager must be by six or more members of the Board of Directors.

The General Manager may file with the Board of Directors a written request for a public or private hearing within five calendar days after receiving notice of removal. This hearing must be held by the Board of Directors not earlier than ten calendar days nor later than twenty calendar days after the request is filed. The General Manager may file with the Board of Directors a written reply to the notice of removal not later than five calendar days before the hearing.

XXXIX. Section 3. Responsibilities of General Manager.

The General Manager performs all duties customarily incident to the office of the General Manager. The General Manager Job Description shall be posted on the Association website and available to all Members.

XL. Section 4. Absence, Disability, or Removal of General Manager.

In the absence, disability, removal, resignation or vacancy in the position of the General Manager, the Board of Directors may appoint one or more, members of the Board of Directors, or any other person to perform any or all of the duties of the General Manager. In said event, such person or persons shall have the authority to carry out said duties. If appointed, members of the Board of Directors shall serve without compensation. Non-Board members may receive compensation as determined by the Board.

ARTICLE VII. DIRECTOR ELECTIONS AND VOTING ON ISSUES AND SPECIAL ASSESSMENTS

XLI. Section 1. Elections Committee.

There will be a standing Election Committee appointed by the President and the Board of Directors consisting of seven Members of the Association, two of whom must be members of the Board of Directors. The President is to designate one of the members of the Elections Committee from the Board of Directors to act as chair. The committee must be made up of resident and nonresident Members. The names of the Election Committee shall be posted on the Association's website, within a reasonable time after appointment. **The election schedule for March 2019 will not be affected by this revision. The residency requirements, candidate selection, and petition nomination process for the March 2019 election will be governed by the Bylaws in place on January 22, 2019.**

- a) The Board of Directors must inform the Elections Committee of the number of Directors to be elected and the class year of such number. The class year is the year in which the term of the Director ends.
- b) Between September 1 and October 15, the Elections Committee will accept completed nominee forms from potential Director Candidates. Each nominee must complete the nominee form, including an affidavit certifying the address that is their primary residence, a copy of their Driver's License, Voter Registration Card, or Federal Tax Return showing their home address to continue in the election process. The blank nominee form will have been created and issued by the Elections Committee and approved by the Board of Directors. All nominees' residency classification must match that of the Director positions being filled. To continue in the election process, a nominee must be a Member in good standing. There will be no limit to the number of nominees for open Director positions. All nominees' residency classification and Membership in good standing will be verified by the General Manager.
- c) The Elections Committee will prepare a list of nominees that meet the requirements for the open Director positions, in accordance with the number of open positions and class year, as advised by the Board of Directors. The list of nominees, with class year, must be posted on the Associations' website.

On or before November 1, The Elections Committee will submit to the Board of Directors the final list of all nominees, who meet the requirements along with completed nominee forms with class year.

SUB-ARTICLE A. ELECTIONS

XLII. Section 1. Duties.

The General Manager must establish an election schedule, to include the date the ballots for the election of Directors will be counted (the date of election), giving due consideration to the notice and scheduling requirements stated below, and submit such date of election to the Board of Directors on or before October 31st. The General Manager must also include in the report its voting rules and election procedures as required in Sections 2 and 3 of this Sub-Article A and the nominee form to be completed by each nominee.

XLIII. Section 2. Voting for Directors.

It is the responsibility and duty of the General Manager to see to the preparation and provision of the ballots and the adherence to the voting rules.

- a) Voting must be by sealed or electronic ballot provided to Members not less than three weeks prior to the date of the election.
- b) Only Members in good standing at the announced start date of balloting are eligible to vote.
- c) Electronic and mailed ballots must be made available to Members together with the following information:
 - i. A completed nominee form for each nominee.
 - ii. Instructions for executing the ballot, including the deadline date for the return of mailed ballots or submission of electronic ballots.
 - iii. For mailed ballots, a pre-addressed return envelope will be provided with the Member's property address indicated on the outside of the envelope. Members will mail or submit completed ballots directly to an independent outside party. Electronic and mailed ballots will be verified and tallied by independent outside parties.
- d) The General Manager must use the voting rules and election procedures for verifying the validity of each ballot received and for protecting the anonymity of the voter.

XLIV. Section 3. Determination of Voting Results.

The General Manager, or the Board at its discretion, will fill the vacating Director seats with those qualifying nominees with the highest numbers of votes. "Qualifying" means only resident nominees may fill vacating resident seats, and only nonresident nominees may fill vacating nonresident seats. In the case of a tie, the Board President will toss a coin to determine the winner. The nominees so selected are deemed elected to the Board of Directors effective on January 1 and the incumbents for the seats filled will cease being Directors. The General Manager shall announce all election results and vote counts within two business days of Director Elections. The number of invalid ballots will also be reported.

SUB-ARTICLE B. VOTING ON ISSUES, SPECIAL ASSESSMENTS, AND AMENDMENTS

XLV. Section 1. Voting on Issues, Special Assessments, and Amendments.

Voting on issues, special assessments and amendments submitted to the Members is conducted by the General Manager. The rules of such voting are as follows:

- a) Voting must be by sealed or electronic ballot, provided to Members not less than three weeks prior to the date the ballots will be counted.
- b) Only Members in good standing as of the start date of the balloting are eligible to vote.
- c) Ballots must be provided to the eligible Members together with the following information:
 - i. A concise explanation of the issue(s).
 - ii. Instructions for executing the ballot, including the deadline date for the return of mailed ballots or submission of electronic ballots.
 - iii. For mailed ballots, a pre-addressed, return envelope with the Member's property address indicated on the outside of the envelope. Members will mail or submit completed ballots directly to an independent outside party. Electronic and mailed ballots will be validated by independent outside parties.
- d) The Association must use its voting rules and election procedures for verifying the validity of each ballot received and for protecting the anonymity of the voter. Such procedures are the same as submitted to the Board of Directors with its October 31 report for approval by the Board of Directors or submitted subsequently to such date for approval.

XLVI. Section 2. Determination of Voting Results.

The Board of Directors has the power and authority to determine the validity of ballots; it also has the authority to delegate this power to the General Manager. The count of the ballots of the Membership to change the Bylaws of Association shall be conducted by an outside auditor appointed by the Board.

- a) For an issue or amendment to be approved, there must be at least a two-thirds affirmative vote of all the valid ballots received and counted. To determine the two-thirds threshold, multiply the total of the counted ballots by 2 and divide by 3. Drop any remainder. The affirmative vote must meet or exceed this number.
- b) For a Special Assessment or Special Assessment for Disaster to be approved, there must be a majority affirmative vote of all the valid ballots received and counted. To determine the majority threshold, divide the total of the counted ballots by 2. Drop any remainder. The affirmative vote must meet or exceed this number.
- c) The General Manager shall announce all vote counts within two business days of close of balloting. The number of invalid ballots will also be reported.

ARTICLE VIII. ASSESSMENTS AND FEES

XLVII. Section 1. Annual Assessments.

Annual assessments are imposed on three categories of property or privileges:

- a) Residential dwelling units and platted residential buildable lots.
- b) Amenities, including without limitation, the golf courses, the restaurants, the tennis courts, swimming pools, and all other similar amenities used and enjoyed by the property owners and their guests; and such other amenities as may be created or added hereafter.
- c) Commercial businesses and operations.

XLVIII. Section 2. User Fees.

User fees for special passes or decals to gain access to Fripp Island may be charged to persons and business entities that visit, work on or are properly authorized or eligible to use the roads, bridges, and other facilities on Fripp Island. The amount of such user fees, and the Rules and Regulations concerning user fees shall be determined and documented from time to time by the Board of Directors and shall comply with any applicable agreements.

XLIX. Section 3. Special Assessments.

Upon a vote of approval by the Members, as set forth in Article VII, Sub-Article B of these Bylaws, the Board of Directors may impose special assessments for designated purposes. The funds derived from each special assessment shall be maintained in a segregated and designated account, and each such fund must be spent only for the purpose or purposes for which it is designated unless otherwise approved by the Members.

L. Section 4. Special Assessment (Incurring Debt) for Disaster.

A minimum of eight members of the Board of Directors may enter into a debt arrangement to borrow an amount of money necessary to repair damages, including debris removal, caused by a disaster. This authority may be exercised only after a determination has been made that the monetary damages to the property of the Association exceeds the total of the aggregate amount of insurance in effect and the reserve fund maintained for such property, by an amount that exceeds ten percent of the annual budget of the Association in the year of the disaster.

The following conditions and limitations apply to the debt arrangement:

- a) The amount of the debt cannot exceed the amount of money necessary to repair the damage, which may include a sufficient amount for contingencies.
- b) The term of the debt does not exceed ten years.
- c) The amount of debt does not exceed ten times the annual expense budget in the year of the disaster.
- d) The debt is to be repaid with a special annual assessment for disaster.
- e) The special assessment for disaster is to be available to be pledged as security for the indebtedness.

LI. Section 5. Imposition and Collection.

- a) Annual Assessments are made on a calendar year basis and are due and payable on January 1 by property owners of record on that date. Assessments due January 1 are delinquent if not paid by January 31 of the same year.
- b) Special assessments are made as determined by the Board of Directors and payable by property owners of record on the date of assessment. Special assessments are delinquent if not paid within sixty days of the date of assessment.

- c) Annual assessments are to be determined each year by the Board of Directors in accordance with funding requirements imposed by the annual budget. The assessment for residential dwelling units and platted residential building lots is considered the Annual Basic Assessment. All other assessments, e.g., assessments on amenities or commercial business & operations, must be expressed as a percentage of the Annual Basic Assessment, except as otherwise defined by contract.
 - i. The Annual Basic Assessment will be posted annually on the Association website once the budget is approved. The Board of Directors may increase or decrease the assessment each year as set forth below
 - ii. The Board of Directors may increase or decrease the Annual Basic Assessment at a rate not to exceed the greater of (1) five percent (5%), or (2) the rate of increase in the National Consumer Price Index, as published by the US Department of Labor, for the federal fiscal year immediately preceding the assessment year, or if that index is discontinued then a comparable index published by the federal government. The Board of Directors is authorized but not required to increase or decrease the Annual Basic Assessment.
- d) All assessments not paid when due must bear interest at the maximum rate allowed by law and be subject to a penalty, the amount of which is to be determined from time to time by the Board of Directors.
- e) The Association has a right to file a lien on the property of all property owners whose assessments are delinquent, and the Board of Directors is authorized to exercise its option to collect delinquent assessments by suit or otherwise or seek damages from a Member and to foreclose the lien against any property for which assessments are not paid within 90 days after the due date or bring an action at law against the owner personally obligated to pay the same, or any combination thereof. Such action will be for the collection of delinquent assessments to be paid by the property owner, to include interest, penalties, court costs and reasonable attorney's fees.
- f) The Association General Manager will be responsible for overseeing the management of liens and the collections of past due assessments.

ARTICLE IX. CONTRACTS, LOANS, CHECKS, AND DEPOSITS

LII. Section 1. Contracts.

Subject to the limitations stated in these Bylaws, the Board of Directors may authorize any officer or officers, the Association General Manager, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association, and such authority may be general or confined to specific instances.

LIII. Section 2. Short Term Loans.

No short-term loans can be contracted on behalf of the Association, and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors after the procedural requirements of these Bylaws having been met. Such authority may be general or confined to specific instances. A short-term loan is one that does not exceed one year.

LIV. Section 3. Checks, Drafts, or Other Orders for the Payment of Money

All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Association, are to be signed by such officer or officers, agent or agents of the Association and in such manner as from time to time may be determined by resolution of the Board of Directors.

LV. Section 4. Deposits.

All funds of the Association are to be deposited from time to time to the credit of the Association in such banks, savings institutions, trust companies or other depositories as the Board of Directors may select.

ARTICLE X. EXECUTIVE SESSION OF BOARD OF DIRECTORS

LVI. Section 1. Reasons for Calling an Executive Session.

The Board of Directors may call an Executive Session for the following reasons:

- a) To discuss the physical condition or mental health of a member of the Board of Directors.
- b) To discuss personnel issues.
- c) To discuss matters relating to litigation, if an open meeting may have a detrimental effect on the Association's bargaining or litigating position.
- d) To consider the purchase, exchange, lease, or value of real property, if an open meeting may have a detrimental effect on the negotiation position of the Association.
- e) To hold an initial screening (including interviews if they are part of the initial screening process) of candidates for employment as the General Manager, if an open meeting would have a detrimental effect in obtaining qualified candidates.
- f) To receive legal advice on any matter.
- g) To discuss Association operational issues raised by the General Manager or by a member of the Board of Directors (e.g., security)
- h) To annually elect Association Officers
- i) To address the resignation of a Member of the Board of Directors

LVII. Section 2. Procedure for Convening an Executive Session.

The following procedure must be followed when convening an Executive Session of the Board of Directors.

- a) The vote to call an Executive Session must be held in an open meeting
- b) The President must announce the purpose or purposes of the Executive Session, which will serve as a specific limitation on the matters to be discussed during the Executive Session.
- c) A majority of the Board of Directors present must vote to go into Executive Session in the open meeting.
- d) The President must announce whether the regular meeting of the Board of Directors will reconvene in open session following the Executive Session.
- e) Should the Board of Directors vote in Executive Session, such vote must be recorded in the minutes of the reconvened meeting of the Board of Directors, or during the next regular meeting of the Board of Directors

ARTICLE XI. DIRECTOR OR OFFICER CONFLICTS OF INTEREST

LVIII. Section 1. Conflict of Interest Transaction.

No Director or Officer of the Association, or any family Member of such Director or Officer, or any corporation, partnership, association, trust or other entity in which such Director or Officer, or family Member of such Director or Officer, serves as a director, Officer, partner or trustee, or has a financial interest shall be permitted to enter into any contract or transaction with the Association unless:

Such Director or Officer discloses to the Board of Directors the material facts as to his or her or his or her family Member's relationship with or interest in the entity proposing to enter into the contract or transaction with the Association, and the Board of Directors authorizes the contract or transaction by the affirmative vote of a majority of the disinterested Directors (even though the disinterested Directors may constitute less than a quorum).

LIX. Section 2. Definition of Family Member.

For the purpose of this Section 1, the term 'family member' means children, the spouses or domestic partners of children, brothers and their spouses or domestic partners, sisters and their spouses or domestic partners, parents, spouse or domestic partner, and the parents of a spouse or domestic partner.

LX. Section 3. Remedies for Violation of Conflict of Interest Requirements.

If a Director or Officer of the Association, or any family Member of such Director or Officer, or any corporation, partnership, association, trust or other entity in which such Director, Officer or family member of such Director or Officer serves as a director, Officer, partner or trustee, or has a financial interest, enters into any contract or transaction with the Association without complying with the requirements described above, the Board of Directors may, in its sole discretion:

- a) Void the contract or transaction in its entirety and recover from such Director or Officer any damages and expenses suffered or incurred by the Association as a result of the contract or transaction; or
- b) Modify the price and terms of the contract or transaction so that the Association receives a price and terms comparable to what the Association would receive in an arm's- length negotiation.

See also Article IV, Section 19, Board of Directors Code of Conduct.

ARTICLE XII. INTERPRETATION OF BYLAWS AND RESTRICTIVE COVENANTS

LXI. Section 1. Authority of Board of Directors.

The Board of Directors has the power and authority to determine the interpretation or construction of the Bylaws and the Restrictive Covenants, or any parts thereof, which may be in conflict or of doubtful meaning, and its decision is final and conclusive provided the procedure set forth below is followed.

In the event there is a conflict or doubtful meaning within the governing documents, the following order of priority is to apply: first, the South Carolina Code of Laws; second, the Restrictive Covenants; and third, these Bylaws.

LXII. Section 2. Procedure.

When (a) any parts of the Bylaws are in conflict or there is doubtful meaning of a part of the Bylaws; (b) any parts of the Restrictive Covenants are in conflict or there is doubtful meaning of a part of the Restrictive Covenants; or (c) there is a conflict between the Restrictive Covenants and the Bylaws the Board of Directors may, by resolution stated in positive language, vote to determine what interpretation or construction is appropriate. The resolution shall be reviewed and if it receives the affirmative votes from six members of the Board of Directors the resolution is passed, and the issue is deemed resolved.

LXIII. Section 3. Form of Resolution.

- a) Resolved, that the term _____ found in Article ____, Section ____ of the Restrictive Covenants (Bylaws) be interpreted to mean _____.
- OR
- a) Resolved, that there appearing to be a conflict in the provisions of Article ____, Section ____ and Article ____, Section ____ of the Restrictive Covenants (Bylaws), such conflict is resolved by determining _____.

ARTICLE XIII. INDEMNIFICATION

The Association will indemnify and hold harmless any person who serves or has served as a director, officer, employee or agent of the Association against expenses (including reasonable attorney's fees), judgments, fines, taxes, penalties, interest and payments in settlement, in connection with any threatened, pending or completed action or proceeding, and to pay any such expenses in advance of the final disposition of any such action or proceeding, arising out of his or her status as such, in the good faith exercise of his or her duties. The Association is specifically empowered and authorized to purchase and maintain, at the expense of the Association, insurance on behalf of any such director, officer, employee or agent against any liability asserted against him or her in such capacity.

ARTICLE XIV. FISCAL YEAR

The fiscal year of the Association begins on January 1 and ends on December 31 in each year.

ARTICLE XV. CORPORATE SEAL

The Board of Directors must adopt an Association seal, which will be either metal and circular in form and have inscribed thereon 'Fripp Island Property Owners Association' and the name or abbreviation of South Carolina and the word 'Seal', or it may be a rubber seal in substantially the same form as provided above.

ARTICLE XVI. WAIVER OF NOTICE

Whenever any notice is required to be given any Member or Director of the Association under the provisions of these Bylaws, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, constitutes the equivalent to the giving of such notice.

ARTICLE XVII. AMENDMENTS

These Bylaws may be altered, amended, repealed and new Bylaws adopted by a two-thirds affirmative vote of all valid ballots received by the Association. The voting procedure will be in

accordance with the provisions of Sub-Article B, of Article VII, Voting on Issues, Special Assessments, and Amendments.

Action to amend the Bylaws may be initiated by the Board of Directors or by petition of one hundred or more Members.

ARTICLE XVIII. SUPERSEDER

Effective January 22, 2019, these Bylaws supersede all prior Bylaws of the Association and all amendments thereto.

WITNESSES:

President

Secretary

Fripp Island Rules & Regulations

Fripp Island Property Owners Association

Purpose

Sharing a small island safely requires the cooperation of everyone. The publication of these rules is intended to define the minimum standard of behavior on the island. Following the rules will protect lives and insure everyone's enjoyment of Fripp Island.

The included rules cover Traffic, Parking, Animal Control, Property Appearance, Wildlife Protection, Public Safety, Littering and Beach Regulations.

The FIPOA Security Department is empowered to enforce our rules. The Security Department is also authorized to enforce the laws of the state of South Carolina. Violation of state law or island rules may result in a fine and/or arrest.

This document contains a partial listing of the rules of Fripp Island. More complete information is available at the FIPOA office or online at www.frippislandliving.com.

- A. FIPOA Security (843) 838-2334**
- B. FIPOA Administration (843) 838-4155**

Rules & Regulations Overview

Section I: Traffic

- A. Obey all regulations of the State of South Carolina and/or Fripp Island.

- B. Obey the posted speed limits.
- C. Only properly licensed drivers may operate a motor vehicle on any Island road. Motor vehicles include golf carts and mopeds (\$**200** fine & \$25 impound fee).
- D. Motor vehicles operating on island roads must be equipped with, at a minimum, operative headlights, taillights, brake lights and a rear-view mirror. ATVs are not allowed (\$**300** fine & \$25 impound fee).
- E. Motor vehicles are not allowed to go on the beach or on the bike path.
- F. Walkers, bikers, skaters, and non-motorized vehicles must use the bike paths where they are provided. High-speed bike riders should ride in the street and obey all posted traffic regulations.
- G. All privately owned golf carts and mopeds must be registered with the FIPOA. Golf carts and Low Speed Vehicles brought to the island by non-owners must pay a \$50 annual registration fee within 24 hours of arrival (\$**300** fine for not registering).
- H. All motor vehicles operated on island roads must be covered by bodily injury and property damage liability insurance.
- I. Only registered motor vehicles shall be permitted on FIPOA roadways.
- J. All vehicles hauling debris must be tarped (\$100.00 fine).

Section II: Parking

Obey all posted parking signs and designated fire lanes.

Section III: Animal Control

Control of pets is necessary to protect Island wildlife and residents.

- A. Only domestic pets (dogs, cats, birds, and the like) may be kept on the island
- B. All pets off the owner's/renter's property must be on a leash.
- C. All pets must be properly licensed and have the shots required under South Carolina law.
- D. People walking pets are responsible for cleaning up and properly disposing of their pet's waste.

Section IV: Property Appearance

- A. All properties shall be maintained in an orderly manner. No accumulation of trash or debris of any type shall be permitted. Trash must be in covered cans and screened from view.
- B. Unusable vehicles shall not be stored in a visible location.
- C. Mailboxes shall be kept in a proper state of repair and shall comply with guidelines.
- D. Dumping of trash and debris on private property is prohibited.
- E. Boats:
 - 1. Boats shall not be stored or parked outside on single-family residential property visible to the public for more than seven days unless extended by the consent of the Chief of Security.
 - 2. Boats may be stored inside or under a dwelling structure on single-family residential property.
 - 3. Boats may be stored on single-family residential property if not visible to the public OR within a screened area approved by the ARB.
 - 4. Excluded from these rules are boats on private docks.

Section V: Wildlife Protection

Fripp Island is a wildlife sanctuary (South Carolina Code of Laws #50-11-880) and protection of the island wildlife is important for the animals and the people.

- A. Do not feed or harass the alligators (**\$200** fine.)
- B. Do not feed the deer.
- C. Obey all turtle protection rules:

The South Carolina Department of Natural Resources recommends that you do not feed animals such as deer, raccoons, etc.

VI. Public Safety:

- A. Firearms of any type may not be discharged on the island.
- B. Fireworks may not be set off by individuals on the island.
- C. Blow/dart guns are not permitted on the Island.
- D. All minors, under the age of 18, shall be off the common property between 12:00 am and 5:00 am unless accompanied by their parent or guardian.**
- E. Operation of a golf cart by a person under the age of 21 between 12:00 am and 5:00 am is prohibited.**
- F. All motorized watercraft shall be operated in a safe manner to protect wildlife and prevent damage to the marsh.
- G. Motorized watercraft shall not be operated within 50 feet of people in the water and may not be operated in excess of idle speed when within 100 yards of the beach.
- H. Excessive noise between the hours of 7:00 pm and 7:00 am is prohibited.
- I. Disorderly conduct or a breach of the peace is prohibited.
- J. Trespassing after posted hours is prohibited.
- K. Operators and passengers of moped/scooter under the age of 21 are required to wear helmets.
- L. Careless operation of any motor vehicle is prohibited.
- M. It is unlawful to operate any vehicle without the owner's permission.

VII. Littering:

Littering on public or private property is prohibited.

VIII. Beach Regulations:

Personal property may not be left on the beach past sunset. Exemptions will be granted to sailboats if permission is requested in advance and the Chief of Security approves the location. Articles found on the beach will be confiscated. The leaving of holes and obstructions after sunset is prohibited.

Rules and Regulations Governing the Operation and Registration Of Golf Carts, Low Speed Vehicles and other ATV-like Vehicles On the Streets and Roads of Fripp Island

Adopted by the FIPOA Board of Directors 12/10/11

Section 1: No motor vehicle may be operated on Fripp Island streets and roads except Automobiles, Motorcycles, Trucks, Scooters and LSVs registered and licensed in compliance with state law and non-State registered LSVs, golf carts, mopeds and scooters which have been registered with Fripp Island Security. Operation of any other vehicle, including ATVs, Mules, Gators and other off-road vehicles on Fripp Island streets and roads is prohibited and will result in a Fripp Island citation, accompanied by a fine of \$300.00. A vehicle subject to such a citation shall be impounded and held by Fripp Security until removed from the island or brought into compliance with applicable State law or registered with Fripp Security as required. The owner of an LSV or golf cart which may be registered with Fripp Island Security may apply for a reduction of this fine to \$50 upon compliance with applicable state or Fripp Island registration requirements and upon paying any applicable registration fee. Emergency vehicles operated by qualified personnel and construction, excavation or maintenance vehicles which are properly employed as such, are excluded from this prohibition although each such vehicle subject to this exemption should be identified and described to Fripp Security. All ATVs, Mules, Gators or other off-road vehicles which have been registered with Fripp Security prior to the effective date of this Resolution may continue to be operated for the life of the registered vehicle, subject to the speed limits for golf carts in Section 2.

Section 2: The existing registration requirements for golf carts remain unchanged and remain applicable to all currently registered golf carts and any new carts intended for use or garaging on Fripp Island. All LSVs which are not registered under applicable State law must be registered as golf carts. There are golf carts which, although not equipped as LSVs or registered and licensed in accordance with state law as LSVs, are nevertheless capable of speeds in excess of 20 mph. The operation of such vehicles on Fripp Island will be permitted if properly registered with Fripp Island Security. **Provided however**, the speed limit for all vehicles subject to registration as a golf cart, including non-state registered LSVs, on Fripp Island streets and roads is 20 mph or the otherwise applicable speed limit if less than 20 mph. Violation of this speed limit is subject to all applicable speeding fines under existing requirements.

Section 3: As provided in Section 2, all golf carts or LSVs subject to registration as a golf cart brought to Fripp Island for use on its streets and roads must be registered within 24 hours of arrival or delivery or be subject to a fine as provided in Section 1. All owners of such vehicles subject to registration who are not Fripp Island property owners must pay a fee of \$50 to obtain this registration.

Rules and Regulations Governing the Operation Of a Home-Based Business on Fripp Island

Section 1. Operation of a Home-Based Business on Fripp Island. The operation of any business from a single-family home on Fripp Island is prohibited; however, the operation of a Home-Based Business, as defined, limited and conditioned in these Rules and Regulations, will be allowed.

Section 2. Definitions.

- a. **Residential.** For the purpose of these Rules and Regulations, the term “Residential”, as it is used in connection with describing or limiting the use of any single-family residential home is deemed to include the operation of a Home-Based Business as described and limited herein.
- b. **Home Based Business.** A Home Based Business, as used in these Rules and Regulations, includes without limitation, any occupation, work, service or activity undertaken in a private residence through the use of electronic, telephonic or computer-based communication devices or other activities conducted from or within a private residence which, as limited herein, involves the provision of goods or services to persons other than the operator’s family and for which the operator receives a fee, compensation, or some other form of compensation, regardless of whether:
 - i. such activity is engaged in full or part time,
 - ii. such activity is intended to or does generate a profit, or
 - iii. A license is required.

Section 3. Conditions and Limitations Imposed on a Home-Based Business. The limitations and conditions for the operation of a Home-Based Business are as follows:

- (a) The operator of a Home-Based Business must own and reside on the property and no more than two occupants of the home, including the operator, may be engaged in the Home-Based Business. No other associates or employees, working whole or in part in the home will be allowed.
- (b) The use of the home as a Home-Based Business shall be clearly incidental and subordinate to its use as a residence.
- (c) No Home-Based Business may be operated from an accessory structure or detached garage and any storage related to the business must remain within the home.
- (d) The Home-Based Business must not display or create any external evidence of the operation of such business and must not affect the residential character of the home. No signs, merchandise or other articles shall be displayed for advertising purposes, or be visible from outside of the home.
- (e) No excessive traffic on the property within a 24-hour period.
- (f) No electrical, mechanical, chemical or other equipment which is not normal domestic or household equipment shall be allowed in connection with the home business occupation and such occupation shall not generate noise, vibration, electrical interference, heat, glare, dust, smoke, odors, fumes, or unsafe conditions which are

detectable to the normal human senses off of the lot or which adversely affect the health, safety or welfare of the neighborhood.

- (g) Only passenger vehicles shall be allowed in connection with the Home-Based Business. For purposes of this Section, passenger vehicles are limited to motorcycles, mopeds, automobiles, pickup trucks, golf carts, and vans.
- (h) All deliveries to the home and activities involving outside patrons and clients must be limited to the hours between 9:00 AM and 6:00 PM. Tractor-trailer deliveries are prohibited.

Section 4. Enforcement. The Architectural Review Board, acting as the authorized delegate of Fripp Island Security, will enforce these Rules and Regulations restricting the operation of a Home-Based Business using the procedures for the enforcement of all Rules and Regulations of Fripp Island Property Owners Association.

Section 5. Pre-existing Home-Based Businesses. Home Based Business uses which were in existence at the time the 2009 Amended and Restated Covenants, Conditions and Restrictions for Single Family Residential Properties were adopted and which may violate the restrictions on Home Based Businesses established herein may apply to the Architectural Review Board for permission to continue such uses. Such permission shall be granted by the Architectural Review Board, with the advice and consent of the Fripp Island Property Owners Association Board of Directors, if such continued uses have not and will not create or maintain any condition or use which, in the judgment of such Boards, violate the overall spirit and intent of this rule and the Covenants.

Section 6. Amendment to the Schedule of Fripp Island Property Owners Association Rules and Regulations Violation and Fees.

Section VI: Public Safety, of the Schedule of Fripp Island Property Owners Association Rules and Regulations Violation and Fees, is amended by adding sub-section (K) Improperly Operating a Home-Based Business and establishing a Fee for such violation at \$50 per day after notice to quit and providing further that such Fee for repeated offense may be doubled.

Section 7. Effect on Other Covenants and Agreements. Nothing in these Rules & Regulations, authorizing Home Based Businesses, is intended to or has the effect of superseding or revoking any other Covenants or Agreements.

Section 8. Administration. The Architectural Review Board, in conjunction with the General Manager, is charged with the responsibility of creating such form letters as may be required to properly administer the enforcement process.

BOAT RULES

Effective January 1, 2013

Unless provided by Fripp Island subdivision covenants to the contrary, boats may be stored on single-family residential property subject to the following rules:

1. Boats shall not be stored or parked outside on single-family residential property visible to the public for more than seven days unless extended by the consent of the Chief of Security.
2. Boats may be stored inside or under a dwelling structure on single-family residential property.
3. Boats may be stored on single-family residential property if not visible to the public OR within a screened area approved by the ARB.
4. Excluded from these rules are boats on private docks.

Definitions:

“Single family residential property” is defined in the rules, regulations and resolutions of the FIPOA and includes both vacant lots and lots containing dwellings or other structures.

“Boat” includes all watercraft and watercraft trailers.

ARB:

Approval of the ARB is mandatory regarding screened area construction for residential boat storage. For this purpose, the ARB shall apply the guidelines as set forth on page 1 of the “Architectural Review Board Guidelines” revised May 14th, 2011, (and as revised thereafter). The ARB shall also determine if the screening construction plan submitted reasonably and substantially shields the applicant’s boat from the public view.

An application to the ARB for a permit is required for screening construction and will be reviewed on a case-by-case basis. Each application must be approved by the ARB before the project is started.

The following shall be required:

Applicant shall provide a site plan and construction specifications which shall set forth: the type of material and color to be used; location of project on the property – if close to the property line written input from adjoining neighbors shall be provided, and at a minimum a ten-foot side setback from property lines shall be maintained; or the front and rear setback lines must be maintained. Boat screening must be compatible with the house.

1. Applicant shall pay a permit fee of \$50. No bond is required.
2. The ARB shall review the site plan, construction specifications and the physical property and grant or deny the permit. If denied, applicant shall have appeal rights as set forth on page 10 (“Appeals Process”) of the ARB guidelines.
3. If the permit is granted a certificate of compliance is required pursuant to the ARB guidelines.

FINES:

A fine of \$50 per day shall be imposed for failure to comply with these Rules.

The fine shall commence three (3) days from the date the non-complying party is served with notice unless extended by the Chief of Security. If the failure to comply is remedied within that period of time, no fine shall be imposed.

Notice may be served by personal service, e-mail or certified mail (either certified mail which requires recipients' signature or U.S. Postal Service certification of delivery).

APPEAL PROCESS:

Any person cited under these rules has the right to appeal as provided in the regulations, resolutions and rules of the FIPOA.

ENFORCEMENT

FIPOA and its Security Department are empowered to issue citations for the violation of state and island rules.

Section I: Traffic

Citations for violation of island traffic rules shall be in the amount of \$50 – \$300 depending on the severity of the offense. * A violation of State law may result in the issuance of a State citation.

Section II: Parking

Parking citations of \$50 – \$100 may be issued for a violation of island parking rules. *

Section III: Animal Control

Citations for the violation of the animal control rules may be issued in the amount of \$25 – \$50 for the first offense. *

Section IV: Property Appearance

Citations for violations of property appearance may be issued from \$25 – \$1000. Owners of unsightly properties** shall be notified of the problem by telephone, email or standard mail and given 30 to 60 working days to remedy the situation depending upon the violation. If action is not taken within the allotted time frame, the FIPOA may remedy the problem and assess the property for the cost of the work plus administrative fees.

Note: Trash receptacles, HVAC units, or propane tanks in view from the street or neighboring properties will result in a \$25 per day fine after notification. Upon non-compliance of any violation after the third notification letter is received, an additional fine of \$1,000.00 will be levied per month.

Section V: Wildlife Protection

Violations of Items A or C wildlife statutes protecting alligators and turtles may result in a state citation. Violation of Item B may result in a \$15 citation.

Section VI: Public Safety

Citations of \$25 to \$200 may be issued, depending on the offense. *

Section VII: Littering

Citations for violations may be issued in the amount of \$50 for the first offense. *

Section VIII: Beach Regulations

Citations for violations may be issued in the amount of \$100 for the first offense and property may be confiscated.

**May be doubled after each offense*

***Undeveloped or developed.*

Appeals Process

If the alleged offender requests an appeal of a violation citation, he or she must notify the General Manager in writing within ten (10) calendar days* of issuance of the citation and pay the fine to post as bond pending the outcome of the appeal. The Appeals Committee must acknowledge receipt of the request for an appeal by standard mail, and notify the alleged offender by standard mail that the Appeals Committee meeting has been scheduled. The Appellant will be notified by standard mail of the action taken by the Appeals Committee. If the appeal is granted, the bond will be refunded. If the appeal is denied, the bond will be forfeited. If the Committee decides to reduce the amount of the fine, that portion of the bond will be refunded.**

The alleged offender is presumed to have waived his/her right to an Appeal if a request for an Appeal Hearing is not received by the General Manager within the required ten days. ***

A meeting of the Appeals Committee shall be conducted to hear the Appeal. The alleged offender shall be given the opportunity to be heard and present witnesses, if appropriate. The alleged offender must appear in person unless the Committee agrees that appearing in person is not feasible. In this case the Committee shall allow written appeal requests.

The decision established by a majority vote of a quorum of the Appeals Committee is final. A written report of the decision by the Committee shall be sent to the offender.

****Postmarked, hand-delivered or drop box.*



ARCHITECTURAL REVIEW BOARD GUIDELINES

225 TARPON BLVD.
FRIPP ISLAND, SC 29920
(843) 838-4155

April 1, 1981
(Revised) October 15, 1987
(Revised) March 1, 1992
(Revised) April 1, 1996
(Revised) February 1, 1997
(Revised) April 1, 1998
(Revised) June 3, 1999
(Revised) September 1, 2004
(Revised) June 1, 2008
(Revised) May 14, 2011
(Revised) May 1, 2017

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FRIPP ISLAND ARCHITECTURAL REVIEW BOARD

PURPOSE OF ARCHITECTURAL REVIEW BOARD (ARB):

To implement covenants and carry forth responsibility of design review set forth in the Restrictive Covenants of Fripp Island.

PURPOSE OF GUIDELINES:

It is the purpose of these guidelines to assist the ARB members in the interpretation of the covenants as they pertain to the architectural design, which is appropriate to the surroundings and the unique conditions of the coastal climate and environment.

DESIGN PHILOSOPHY:

Fripp Island, the most seaward of all the South Carolina sea islands, is a private 3,000 acre community on the Atlantic Ocean and may be one of the last barrier islands on the East Coast to be privately developed. Our island enjoys a moderate climate, breathtaking natural beauty, controlled accessibility, and the professional and financial resources necessary to create an island retreat and residential community.

As property owners, we are committed to future development and improvements that will retain the unspoiled environment of the island and its tranquil atmosphere. The primary goal of these guidelines is to protect the investment of property owners' and to provide a peaceful, healthy atmosphere for visitors and property owners in an environment that is unspoiled.

The primary objective of this philosophy is to create neighborhoods in which houses are complimentary to each other. To achieve this objective, design should encompass the entire site, taking into consideration the existing natural features such as topography, vegetation, views, and breezes.

GUIDELINES:

ARB members utilize the ARB Guidelines to assist them in the interpretation of the Fripp Island Property Owners Association Amended and Restated Declaration of Covenants (ARD) as they pertain to architectural design appropriate to the surroundings and the unique conditions of the coastal climate and environment.

These guidelines are intended to assist property owners during the design, construction, or improvement of their Fripp Island residence while protecting property values of all owners. It is the intent of the ARB that the individual property owner and the architect be given the greatest degree of flexibility possible while maintaining the quality to which Fripp Island is committed.

These guidelines are also intended to be a mechanism to establish bonds, fees and fines in order to seek compliance of guidelines and covenants as they pertain to single family properties.

As specified in the ARD of Covenants, these guidelines may be amended from time to time.

AUTHORITY:

The Amended and Restated Declaration of Covenants, Conditions and Restriction for Single Family Residential Properties on Fripp Island (ARD) Section 4.3: Architectural Review Board Composition. The Architectural Review Board shall consist of six (6) owners who shall serve and may be removed and replaced at the Fripp Island Board of Director's discretion. The members of the ARB shall be appointed by the Board of Directors. In the event of a vacancy on the ARB an owner shall be appointed by the Board of Directors to fill the unexpired term. The ARB shall elect a Chairperson and a Vice-Chairperson. The Chairperson, or in the absence of the Chairperson, the Vice-Chairperson, shall be the presiding officer at meetings of the ARB. An administrator without the right to vote may be hired or appointed to assist the ARB in performing its responsibilities and duties. The administrator serves at the pleasure of the Board of Directors.

Membership: Six Members

1. Property owner – voting

2. Property owner – voting
3. Property owner – voting
4. Property owner – voting
5. Property owner Vice-Chairperson – voting
6. Property owner – Chairperson - voting

TERM:

In the event that a member resigns his or her position, the vacancy will be filled in accordance with the member's status.

A property owner member shall serve a three-year term and each member is eligible to serve no more than two successive full terms as a member of the ARB. An ARB member having served two successive full terms cannot be selected for an additional three-year term until the passage of one year from the end of the term of service, to the effective date of the term for which he or she is selected. It is preferred that no more than three members may rotate off the ARB in one year. The ARB will elect a Chairperson and Vice-Chairperson upon completion of a three-year term. The retired member becomes ex-officio and attends meetings when needed to guarantee a quorum for voting.

QUORUM:

Four members, to include the Chairperson, Vice-Chairperson or ex-officio in the Chairperson's absence.

MEETINGS:

The ARB meets the first and third Thursdays of every month and more or less often as the caseload dictates.

SUBMITTAL:

Must be received in the ARB office by 4:30 P.M. the Monday prior to the meeting. If not received by 4:30 P.M, the submittal may be deferred to the next meeting of the ARB. The appropriate FIARB application form completed in full must accompany submittal. If a bond is required the application MUST be signed by the property owner before review. There will be NO EXCEPTIONS!

These Guidelines may be amended by the Board of Director

PERMITS

Permits are required for any exterior changes. Fripp Island ARB permits are to be placed on the site, in clear view from the street. The permits cannot be attached to a tree and must be visible from the street. (i.e., over the garage door or on the fascia of the entrance landing). The fees listed below are **doubled for after-the-fact** application (starting construction prior to ARB approval). The fees listed, in no way voice, limit, or replace the ARB's right to further enforce the restrictive covenants or the guidelines or the ability to impose additional fines.

\$500	New house construction.
\$300	New attached or detached structure, addition or modification (garage, guest suite, etc.) \$25,000 and up.
\$200	New attached or detached structure, addition or modification (garage, guest suite etc.) \$5,000 to \$24,999.
\$300	Vertical structure modifications that do not change the footprint or roofline (porch enclosure, siding, add or change windows, dormers) \$25,000 and up.
\$150	Vertical structure modifications that do not change the footprint or roofline (porch enclosure, siding, add or change windows, dormers) \$5,000 to \$24,999.

\$50	Vertical structure modifications that do not change the footprint or roofline (porch enclosure, siding, add or change windows, dormers) up to \$5,000.
\$100	Addition or modification (decks, porches, roof, etc.) up to \$5,000.
\$150	Repairs and maintenance \$25,000 and up
\$100	Repairs and maintenance \$5,000 to \$24,999
\$50	Repairs and maintenance \$3,000 to \$5,000
No Fee	Repairs and maintenance Up to \$3,000 (permit required)
No Fee	Reroof, repaint same material same color (permit required)
\$50	Repaint (change color)
\$50	Reroof (change material/color)
\$150	Modify, change location, new construction of docks, crossovers, bulkheads, ramps, boat lifts, decks and steps \$25,000 and up.
\$100	Modify, change location, new construction of docks, crossovers, bulkheads, ramps, boat lifts, decks and steps \$3,000 to \$24,999.
No Fee	Modification, change location, new construction of docks, crossovers, bulkheads, ramps, boat lifts, decks and steps up to \$3,000 (permit required)
\$100	Demolition of a house or major structure (garage).
\$50	Major landscape modification (driveway, retainer walls, drainage revetment).
No Fee	Approved decorative artwork painted on structure, attached to structure.
\$50	After-the-fact decorative artwork painted on structure, attached to structure (removal may be required).
No Fee	Approved yard art (freestanding statues, signs, benches, birdbaths, etc.); (permit required)
\$50	After-the-fact yard art (freestanding statues, signs, benches, birdbaths, etc.; removal may be required.)
\$50	Dumpster fee for interior renovations.
\$50	Portable storage unit. Permit is for two (2) months.
\$30	Digital copies of house plans on file are available per set.

BOND

The property owner or contractor is responsible for paying the security bond and permit fee at the time of application for final approval.

The bond monies will be returned to the property owner at the completion of construction (which includes the landscaping), minus any fines against the bond as described below. If request for bond monies is not received within 6 (six) months of construction completion, bond monies are forfeited to the FIPOA.

NEW HOUSE CONSTRUCTION

\$10,000	Required with a final review application for a new house 4,000 or more sq. ft.
\$7,500	Required with a final review application for a new house 2,000 to 3,999 sq. ft.
\$5,000	Required with a final review application for a new house under 2,000 sq. ft.

ADDITION OR ALTERATION

\$4,000	Required with an application for any addition, alteration, garage, etc. 500 or more sq. ft.
\$3,000	Required with an application for any addition, alteration, garage, etc. under 500 sq. ft.
\$3,000	Vertical structure modification over \$5,000

DOCKS, BEACH ACCESS, CROSSOVERS

\$2,000 Required with an application for dock, beach access, crossover, etc.

MAINTENANCE AND REPAIR

No Bond A bond is not required for maintenance and repair permits. (ARB has the right to impose a bond if the scope of work deems it necessary. This is solely at the ARB's discretion.)

FINES

Fines are imposed for, but are not limited to, the following:

\$5,000	Starting construction or clearing property without stakeout approval.
\$1,000	For each tree removed without permission. (Plus, mitigation)
\$5,000	For each major site/building plan change without ARB approval (house location, height, roof/wall plan change) or other major changes as determined by the ARB. (Fine/plus restoration)
\$1,000	For <u>each</u> change to construction that alters exterior appearance without obtaining ARB approval, to include each deck, window, skylight, door, major landscape change, and any other exterior change not covered under other sections of this document without obtaining ARB approval.
\$50	Each day site has no portable toilet or portable toilet is facing the street.
\$50	Each day site has no job sign, improperly installed sign or improper sign.
\$50	Each day site has no dumpster.
\$100	Each day that site is not clean and orderly.
\$50	Each day site does not have ARB permit posted properly.
\$100	Each day that dunes, trees, natural areas or adjacent property is not protected.
\$50	Each day construction workers' vehicles are parked offsite without permission. (Fine is per vehicle)
\$50	Each day there is excessive noise from the job site.
\$200	Each day that contractors, their workers or suppliers use private facilities designated for exclusive use of property owners. Facilities include, but are not limited to the beach, crossovers, pools, restaurants, tennis courts and golf courses. Contractors are allowed to utilize the Marina Store and the Springtide Market.
\$200	Each day outside noise from site happens after hours or on Saturdays, Sundays or holidays.
\$100	Each day construction is not completed without approved extension, including landscaping when applicable, within fifteen months of start of construction for a new house and within nine months of start of construction for other construction.
\$100	Each day roads or roadsides are not repaired to pre-construction conditions prior to construction deadline.
\$50	Each day failure to install and/or maintain drainage systems throughout construction site that results in the damage of neighboring properties.
\$100	Each day a portable storage unit is on property without a permit.
\$50	Per day fine for improperly operating a home-based business after notice to cease.
\$100	Per day for utility trailers, recreational vehicles, and covered motorized vehicles, on the site in public view, or on the rights of way of any public or private street in or next to the lot.

Fines imposed and rates based on a workday basis rather than a calendar week. In most circumstances the ARB will issue a warning before a fine is imposed. Fines will double if the offense is not remedied in a timely fashion as outlined by the ARB.

ARCHITECTURAL REVIEW BOARD AUTHORITY AND REVIEW PROCESS

ARCHITECTURAL REVIEW BOARD:

The ARD delegates the control of the Island's Single Family Residential Development to the Fripp Island Property Owners Association. The ARD and affirmative obligations applicable to single family detached dwellings, Article IV, Section 4.1, states:

- (a) No structure or thing shall be placed, erected, installed, or posted on the Property and no improvements or other work (including staking, clearing, excavation, grading, and other site work; exterior alterations of existing improvements; or planting or removal of landscaping) shall take place within the Property, except in compliance with this Article and the Architectural Review Board Guidelines. No signage shall be placed, erected, installed, or displayed on any portion of the Property unless such signage has been approved pursuant to this Article.
- (b) Modifications to all or portions of a structure on a Lot visible from outside the structure shall be subject to approval. Additionally, approval shall be required to:
 - (i) repaint the exterior of a structure in accordance with the originally approved color scheme; or
 - (ii) to rebuild in accordance with originally approved plans and specifications. Any Owner may remodel, paint, or redecorate the interior of any structure within such Owner's Lot without approval.

ARB approval and the issuance of a Fripp Island building permit is only the first step in obtaining the necessary agency approvals for construction of a home on Fripp Island. Complete sets of construction documents displaying the stamp of approval of the ARB must be submitted to Beaufort County to obtain a county building permit. The ARB assumes no liability for structural design or damage to adjacent properties during construction.

REVIEW PROCESS:

This process has been established to provide a systematic and uniform review of proposed construction. No site clearing, material deliveries, or construction may begin without first obtaining a Fripp Island building permit and stakeout approval. Oral representations of any ARB decisions shall be non-binding on the ARB. **APPLICANTS WILL BE NOTIFIED OF ALL DECISIONS OF THE ARB WITHIN (10) TEN WORKING DAYS OF THE ARB MEETING.** If any type of construction starts before a permit is secured, a fine will be implemented and the contractor involved may be banned from working on Fripp Island.

The procedures of the Federal, State, and Beaufort County Building Codes/Enforcement must also be followed. Submittal of drawings for review must occur early enough so as not to delay the construction schedule.

CONCEPT REVIEW:

Concept review is an approval to continue with planning only. Concept review may be for any of the items listed under Final Review. It is good for one year and requires no fee.

FINAL REVIEW:

Along with an ARB application, permit fee and cash bond, if applicable, the following items are required for final review:

- A. Site plan
- B. Certified drainage plan
- C. Landscape plan

- D. Architectural plans
- E. Construction specifications
- F. Exterior colors
- G. Construction schedule
- H. License requirements

1. A. Site Plan

site plan shall be presented at a minimum 1/10" = 1'-0" scale depicting site data which must include the following:

1. Property line description.
2. Designation of directional north.
3. Location of house on lot. House outline to include roof overhang.
4. Setback dimension on all four sides of house (including roof overhang).
5. Topographic information showing existing and proposed grade contours.
Location of adjacent structures noting the ground slab elevation when needed.
6. Location of all decks and porches.
7. Minimum 6x6 foot or equivalent landing required on steps for medical egress/ stairs to have a minimum of four' (4) wide from inside post to inside post.
8. Location of drives and walks (must be bordered if permeable materials)
 - a. Must include a minimum of two (2) off street parking spaces.
Permeable materials are preferred.
9. Size, species and location of existing trees to be removed.
10. All existing easements and rights-of-way.
11. Location of HVAC and screened service yard that shall contain trash, etc.
12. Location of propane gas tank. See page 19
13. Percent of lot covered by building footprint

2. B. Certified Drainage Plan

Proposed certified drainage plan prepared by a South Carolina registered engineer, architect, or landscape design architect including proposed contours is required. Drainage plan should utilize at a minimum the drainage requirements of Beaufort County (Drainage Plan and Landscape Plan may be combined.)

3.

4. C. Landscape Plan

A landscape plan at a minimum 1/8" = 1'-0" scale showing the location of the house, driveway, and walk with proposed landscaping concepts is required. The plan shall indicate all planting including proposed trees.

- 5. Trees** - A fine not to exceed \$1,000 may be imposed by the ARB for each tree removed without permission from the ARB. The ARB may request mitigation or replacement of tree. Owner may be responsible for Beaufort County mitigation for placement of tree or trees imposed. Article IV, Section 4.7 of the ARD states: 'Any tree that is more than six (6) inches in diameter at a point four (4) feet above the ground shall not be removed without the prior written consent of the ARB; provided, however, that any tree, regardless of its diameter that is located within ten (10) feet of a residence or accessory building may be removed without the written consent of the ARB. The ARB may require replacement of trees as a

condition for approval of removal of trees. Additional clearing or pruning of tree canopies may be required on some Lots pursuant to fire recommendations. County regulations may be more restrictive, and then, will govern.'

6. **Dunes and Topography** – In order to protect the natural beauty of the island, the vegetation and topography located throughout Fripp Island, written approval of the ARB is hereby required for the removal, reduction, cutting down, excavation, or alteration of topographic and vegetation characteristics. Written approval will be granted for the minimum amount of earth movement required in plans and specifications.
7. It is the responsibility of the owner to maintain property to the edge of the roadway, acknowledging that the FIPOA owns the right of way beyond the road surface. Landscaping and sprinkler systems may be required to be removed.

8. **D. Architectural Plans**

A complete set of architectural and constructive plans at a scale of $\frac{1}{4}" = 1'-0"$ shall be submitted and must contain the following information:

1. Footing and foundation plans
2. Floor plan(s)
3. Elevation of all views.
 - a. 60% solid skirting and garage doors on openings.
 - b. HVAC unit location/ HVAC enclosure must be minimum of 60% solid screen with height to match or exceed HVAC unit's height.
4. Building sections
5. Details of construction
6. Electrical plan
7. Total square feet of enclosed area on each floor
8. Total square feet of decks and porches on each floor
9. Total height from average existing grade to peak of roof

9. **E. Construction Specifications**

A full set of specifications must be submitted defining the quality and type of exterior materials not identified on plans.

10. **F. Exterior Colors**

Proposed colors of all exterior materials, including siding, trim, brick, roofing, stucco, and lattice, must be submitted on actual sample materials. Samples are to be a minimum of 8 1/2" x 11" or the equivalent of materials being utilized. In some cases, an on-site inspection of color samples and materials must be performed before painting or finished materials are applied.

11. **G. Construction Schedule**

Indication of starting date of construction (maximum of fifteen [15] months, including landscaping, for a house and nine [9] months for all other construction). Date of first permit issuance is considered the start date of construction. One hundred dollar (\$100) fine for each day construction is not completed without approved extension, including landscaping when applicable.

12. H. Business License

For the protection of property values of all Fripp Island property owners and for some degree of assurance of quality construction all construction must be performed by professional workers. A licensed builder or general contractor will be required for approval of any house construction or major construction project. The builder or general contractor must have a South Carolina Home Builders License and a Beaufort County Business License. The name and license number must be provided with the application.

13. I. Construction Submittal

Submittals must be received in duplicate hard copy, and a singular digital file to include all forms and plans. One set of plans will be returned with approval noted for application to Beaufort County for a building permit. The other set of plans will be placed in a permanent digital file and kept at the ARB office. Submission may be made in a digital format; however, the property owner must pay for the printing of the plans. All the required documents, fees and bond must be submitted before action will be taken by the ARB

The ARB will review these plans and will reply to the applicant within ten (10) working days of the ARB decision. The ARB will either grant approval with conditions, or state reasons for the disapproval of the project. The ARB has the right to postpone a decision until a later date but must notify the owner. If the plans are changed after approval, they must be resubmitted and receive approval before proceeding. Concept or final approval is valid for twelve months (1 year) from approval date.

STAKEOUT APPROVAL:

A. First Stakeout

After final approval and prior to beginning any clearing or construction on any lot, the owner or builder must schedule a preliminary stakeout approval. An ARB representative will review the stakeout of the construction, including house location, driveway location, proposed tree removal, job signs, permit, portable toilet, dumpster, and date of construction start.

B. Second Stakeout

A second stakeout will be performed after fill dirt is brought onto the property and before construction starts. Field adjustments may be required at time of stakeout approval. If any type of construction starts before a permit is secured, a fine will be implemented and, at the discretion of the ARB, the contractor involved may be banned from working on Fripp Island. Portable toilet and dumpster must be onsite for the second stakeout if not placed for first stakeout due to size constraints of the lot.

CERTIFICATE OF COMPLIANCE

A Certificate of Compliance is required at the completion of construction. In order to be in compliance, the following items must be completed and/or adhered to:

1. The structure must be completed (including walks and drives) according to the approval of the ARB.
2. Exterior colors shall conform to those approved by the ARB. All vertical areas must be painted (i.e. stair risers)
3. Construction debris must be removed from the site.
4. Screened service yard shall be completed.

5. Temporary facilities (power pole, portable toilet, etc.) and contractor sign must be removed from the site.
6. An approved mailbox can be installed if applicable.
7. Landscaping must be completed and approved.
8. HVAC unit must be screened from view.
9. A letter from a certified engineer stating that all drainage requirements, as shown on the final plan, have been met.
10. House numbers no less than three (3) inches in a contrasting color must be on the house near the front entrance and visible from road.
11. Road and roadsides must be repaired to pre-construction conditions.

If, at the end of fifteen months, the construction is not completed and in compliance, the FIPOA may take legal action to insure compliance (nine [9] months for construction other than a new house).

HOME IMPROVEMENT REVIEW:

As stated in the ARD, the ARB must approve any exterior changes, alterations, or additions. All exterior repainting and reroofing must also be approved.

A. The following are required for review:

- B. A completed application form indicating that it is an application for improvements along with permit fee and bond if applicable.
 1. Site plans showing existing structures, setbacks, property lines, and the proposed improvements, as well as any other pertinent information. (Refer to page 6 and 7)
 2. If footprint of house or structure increases a certified drainage plan will be required. (Refer to page 7)
 3. Architectural plans at 1/10" = 1'0" sufficient to adequately explain the proposed addition or alteration. (Refer to page 7)
 4. Colors of all exposed exterior materials. Samples will be required in order to assure that any new addition will match the existing structure. (See Review Process, Exterior Colors for specifics, Page 9, Paragraph F.)

B. If a bond is required as outlined on page 4, the following must be brought into compliance:

1. Skirting (60% solid)
2. Mailbox (if required)
3. Screened service yard
4. Screened HVAC unit
5. Finish on exposed wood and concrete block
6. Pervious driveway must be bordered with treated, anchored material to contain and define perimeter. Pervious materials preferred.
7. Landscape
8. Numbers on house
9. Emergency access and egress
10. Garage doors or gates
11. Propane tanks screened from view, or buried
12. Removal of any non-compliant structures (i.e., fences, yard art, basketball goals, visible wood piles, etc.)

As with new construction, two sets of drawings must be submitted. After reviewing the project, the ARB may request additional information or alterations to the proposed plan before granting final approval. A Fripp Island building permit is required to be displayed on the site. A Certificate of Compliance is required at the completion of construction.

APPEALS PROCESS:

The ARB shall make every effort to solve differences with the applicant. Resubmittals and possible conference should be used to resolve issues. If the issues cannot be resolved the property owner shall have the right to file a "Notice of Appeal" with the FIPOA General Manager by Certified Mail Return Receipt Request within fourteen (14) days of receiving notice of denial by the ARB. Failure to file within the time prescribed shall be deemed to be final. The Notice of Appeal shall state the grounds for the appeal and the reason for revising the ARB decision. The General Manager will collect all pertinent data and submit it to the FIPOA Board of Directors. The Board of Directors shall hear the appeal at the next scheduled Board meeting. The time commences upon the receipt of the Notice of Appeal. The General Manager shall notify the property owner and the ARB Chairperson of the Board of Directors' decision. The FIPOA Board of Directors shall have final authority in the dispute.

DESIGN GUIDELINES

The goal of these guidelines is to produce a balanced environment by matching and blending human needs with, rather than imposing them on, the natural environment. While there is a strong desire to encourage freedom of individual expression in the development of the land and buildings, it must be tempered by those "protections" which are mutually advantageous to all property owners on Fripp Island.

The Site

The design process should begin by considering the constraints and opportunities of the site, such as:

1. Existing topography
2. Existing vegetation
3. View
4. Sun orientation
5. Prevailing winds
6. Drainage
7. Driveways and parking
8. Utilities and easements
9. Setbacks
10. Adjacent structure location and ground slab elevation
11. Proposed landscaping and maintenance
12. Neighborhood environment

(Neighborhood, for purposes of the ARB guidelines, will mean within the same numbered subdivision where the lot is located.)

Setbacks

No specific setback lines are established by these guidelines. However, covenants and plats of certain subdivisions specify setbacks. Minimum 10' side setbacks are required where no specified setbacks are dictated. Houses should be located so that maximum view, light and breeze will be considered for each house.

ARD Article IV, Section 4.6 states:

Setback Requirements. To assure that buildings and other structures will be located so that reasonable view, privacy and breeze will be available to the largest practical number of buildings or structures built within the Property, that structures will be properly located with regard to structures previously built, that the topography of each Lot is taken into consideration including the location of large trees and the stated goal of minimizing the number of trees to be removed, as well as other aesthetic and environmental considerations, no predetermined minimum building setbacks shall apply, and the ARB shall approve the precise site and location of any structure within the Property. Minimum setbacks shall be as set forth in the Architectural Review Board Guidelines or as required by any applicable governmental laws, regulations, and ordinances, as to the building of any structure or as otherwise provided by a recorded subdivision plat or the zoning ordinances applicable to the Property.

Setbacks by Subdivision

Sub	Front	Side	Rear
S/D 1-3	25'	10'	20'
S/D 4	25'	10'	20'
S/D 5	25'	10'	20'
S/D 6-7	25'	10'	20'
S/D 8-10	25'	10'	20'
S/D 10F	25'	10'	20'
S/D 11-12	25'	10'	20'
S/D 13	25'	10'	20'
S/D 14	25'	10'	20'
S/D 15	25'	10'	20'
S/D 15M	25'	10'	20'
S/D 16-17	25'	10'	20'
S/D 18	25'	10'	20'
S/D 19	25'	10'	20'
S/D 20	25'	10'	20'
S/D 21-23	25'	10'	20'
S/D 24 1-24	15'	3'	8'
S/D 24 25-36	15'	3'	5'
S/D 25	25'	10'	OCRM determines
S/D 26	25'	2.5'	20 -- See DB 610/1801 prgrh 10 for details
S/D 27A	20'	3'	20'
S/D 27B	20'	10'	20'
S/D 27C 1-26	20'	4.5'	
S/D 27C 27-28	20'	6'	
S/D 27C 1A-9A	20'	9'	
S/D 28 1-39	25'	0'	See page 4 of DB 808/898
S/D 29 39-114	25'	7.5'	20'
S/D 30 115-122	20'	10'	20'
S/D 31 117-153	25'	3.5'	20'
S/D 32	35'	6' minimum	Align with neighbors
S/D 33 1-26	20'	4.5'	Align with buffer zone est. by Beaufort County
S/D 33 27-30	20'	6'	Align with buffer zone est. by Beaufort County
S/D 34 1-9A	20'	9'	Align with buffer zone est. by Beaufort County
S/D 35	20'	3.5'	See page 8523/623 of DB for details

S/D 36	25'	10'	20'
S/D 37			
Lots 1 & 20	25'	7'	20'
Lots 2-19	25	NE 3' 7'	20
Lots 21, 24-28, 31, 34, 41			
	25'	7'	10'
Lot 22	25'	7'	20'
Lots 23, 29, 30 ,32, 33, 35-40			
	25'	NE 3' 7'	10'

If not indicated by individual covenants, setbacks are 25' front, 10' side, and 20' rear unless otherwise stated by County or OCRM.

Any property that was created before 1999 has an automatic setback of 25' front, 10' side, and 20' rear unless waterfront or marsh 50'.

Easements

When the covenants reserve a 10-foot utility easement at the rear, front, and or one side of each lot, construction is normally not allowed in these easements. No construction, including overhangs, HVAC units, fences etc., is allowed in easements.

Architectural Designs

It is necessary during the design process to consider: mass; roof form; window and door articulation; materials; finishes and colors in addition to site constraints. As Fripp Island grows, the relationship of each residence to its neighbor will become increasingly important and should play an integral role in the design process. In addition to the general design principles, the following are required:

Use Restrictions

ARD Article III, Use and Conduct 3.2 states:

“Development of Property. All Lots within the Property shall be and are hereby restricted exclusively to single family residential uses. All dwelling Lots shall be developed and built upon only for attached or detached single family residential dwelling purposes.”

A guest suite or like facility may be included as part of the main dwelling or accessory building, but such suite may not be rented or leased except as part of the entire premises including the main dwelling; and provided, however, that such guest suite will not result in over-crowding the site.

Size of Structure

All dwellings must meet the minimum square footage as specified in the covenants for each subdivision as follows:

S/D 1-3 Beachfront 1500 S.F.; other 1250 S.F.; on first floor

S/D 4 1250 S.F.; on first floor

S/D 5 1000 S.F.; on first floor

S/D 6-7 1500 S.F.; on first floor

S/D 8-10 2000 S.F. with 1750 S.F. on first floor

S/D 10F 1500 S.F. heated

S/D 11-12 2000 S.F. with 1750 S.F. on first floor

S/D 13 1250 S.F.

S/D 14 No stated minimum

S/D 15	1400 S.F.
S/D 15M	1250 S.F.
S/D 16-17	No stated minimum
S/D 18	1200 S.F.
S/D 19	No stated minimum
S/D 20	1200 S.F.
S/D 21-23	No stated minimum
S/D 22	1250 S.F.
S/D 24, Lot 1-24	Plan A, B, C or D or as approved
S/D 24, Lot 25-36	1600 S.F.
S/D 25	2000 S.F. with 1750 S.F. on first floor
S/D 26	1500 S.F.
S/D 27A	1200 S.F.
S/D 27B	1600 S.F.
S/D 28	No stated minimum
S/D 29	1600 S.F.
S/D 30	2000 S.F.
S/D 31	No stated minimum
S/D 32	No stated minimum
S/D 33	No stated minimum
S/D 34	No stated minimum
S/D 35	No stated minimum
S/D 36	No stated minimum
S/D 37	1800 S.F.

- a. No building may exceed 36 feet in height from average existing grade and final grade to the peak of the roof, except a 4' maximum variance may be granted by the ARB if an approved sprinkler system is installed. Only the amount of fill needed to meet a reasonable grade as determined by the ARB shall be brought on to the lot. Refer to Fill specifics on page 10
- b. Footprint of buildings should not exceed 40% coverage of the area of the lot except where applicable by covenant. Some new subdivisions have stated setbacks and/or footprints that exceed 40%.
- c. No building shall exceed a maximum heat and or cooled (conditioned) two-story building height.

Skirting and Garage Doors

A 60% solid continuous skirting is required around open foundations, except under porches and decks (i.e. lattice with no more than 40% total open area between boards). Garage doors or gates are required at openings.

Exterior Finishes

1. All exterior surfaces, except for deck flooring and step treads, must have a solid paint or stain finish. This includes stucco but not tabby finishes.
2. All exterior exposed concrete block and/or pilings must be surfaced with stucco or boxed to match the exterior finish of the house. Architectural concrete blocks and or cultured stone will be decided on a case by case request.
3. Vinyl siding is prohibited
4. The use of T1-11, equal or similar brands (treated plywood not USB) is approved to match or repair siding for existing homes ONLY. If the repair or addition is greater than 55%, the ARB would recommend other approved exterior finishes.

5. Stucco or tabby exterior finishes are recommended for use on concrete blocks.
6. The use of HardiPlank (fiber-cement siding) and other similar brands are automatically approved as exterior finishes.

ALL MATERIALS MUST MEET THE CURRENT COASTAL RESIDENTIAL HURRICANE BUILDING CODE REQUIREMENTS AND MANUFACTURER'S INSTALLATION INSTRUCTIONS.

Propane Tank Enclosures

Installation of a propane tank must be approved by the ARB.

1. Propane Tanks shall be buried when possible, placed in screened service yard or screened from view of neighboring properties or street.

HVAC

Exterior HVAC units must be screened from view with a minimum 60% solid continuous screening (i.e.; lattice with no more than 40% total open area between boards).

1. Window Units are PROHIBITED.

Service Yards

Every dwelling shall provide a service area or yard with suitable and appropriate screening to contain the following:

1. Trash receptacles (which are not to be put on the curb for trash pickup)
2. Lawn and garden equipment
3. Propane tanks, etc.

*Note: Any new submittals will be required to install a service yard for trash receptacles if the property does not have one existing.

Exterior Lighting

All exterior lighting shall be designed and installed so as not to disturb or impact neighbors nor impair vision of traffic on nearby streets. Lighting on beachfront homes must conform to the Beaufort County regulations so as not to interfere with the loggerhead turtles during nesting season. Lights must not shine directly towards the beach.

Driveways and Parking Spaces

14. A. Driveways:

1. The use of pervious surfaces should be the first course to consider when designing or replacing driveways. If desired, concrete garage floors and entrance pads are acceptable.
2. Acceptable pervious materials are: gravel grids, pervious concrete, pavers, bricks and crushed gravel. All offer improved drainage and water runoff versus concrete.
3. A current concrete driveway does not automatically guarantee approval of a concrete replacement.
4. If pervious material is used instead of concrete an anchored border is required.

15. B. Parking Spaces:

1. Two exterior off street parking spaces are required on each site.

2. Utility trailers, recreational vehicles, and covered motorized vehicles, on the site in public view, or on the rights of way of any public or private street in or next to the lot are PROHIBITED.

Landscaping

The ARB requires approval for any significant landscape alterations of a landscape plan. The ARB reserves the right to approve any acceptable landscape plan. The plan shall include a plant list showing the identification symbol for the particular plant. All tree sizes shall be specified by height, spread and caliper size for single trunk tree. All shrubs shall be specified by height or spread and gallon size. Specifications shall include a performance specification for irrigation, drainage notes, plant quality and any other necessary information to impart design intent. All sodded and planted areas must be irrigated with fully automatic system and pop up heads in sodded and low growing ground cover areas. The plan shall identify and attempt to utilize existing natural flora in the design.

The degree of landscape required for a project depends upon the type of home site, type of project, and the degree and type of existing tree cover. Pine straw and mulch must be approved when substituting for grass in open, exposed, non-vegetative areas.

Please Note: New or used railroad ties are not an acceptable border or retaining wall material.

Vacant Lots are to remain in a natural state. A ten (10') foot path can be cut from the front of the lot to the rear of the lot. No trees can be removed in order to cut the path. Fallen trees or large piles of natural debris must be removed if seen from the street or neighboring properties. Bush hogging and clear cutting on lots is prohibited.

Emergency Access and Egress

Each home must have one emergency access and egress to aid medical personnel transporting patients to and from home and ambulance.

A. Design:

1. Steps must be a minimum of four (4) feet wide measured from inside of handrail.
2. If a turn in the stairway is required a landing area of 6x6 feet or an equivalent square feet must be built to allow for the turning of a stretcher.

Fill

When determining the maximum amount of fill dirt that will be permitted to be placed above the original grade, the ARB will consider the topography of the site (existing grade elevations), the elevations of the adjacent properties and structures, the impact on the drainage flow, the possibility of soil erosion, and the separation distance between the proposed and existing adjacent structures.

The slope shall not exceed a ratio of more than four (4') feet horizontal to one (1') foot vertical, (4:1 or 25%). The actual amount of fill on a given lot will also be determined by aesthetic impact and the ability to control drainage.

If, in order to achieve the required finish floor elevation, the depth of new fill for a slab-on-grade is deemed to be excessive, systems other than slab-on-grade may be required.

Drainage

A certified drainage plan prepared by a South Carolina registered engineer, architect, or landscape architect including proposed contours, must be submitted to the ARB for all new construction and additions that increase the footprint of the existing structure. This plan should address existing drainage and surface water retention of the lot. The plan should address the effect of surface water runoff on adjacent properties, roadways, golf course property, and existing marshland. The drainage plan should include existing and proposed surface contours, the use of gutters and downspouts, subsurface retention details, porous or non-porous pavements, and any other details proposed to meet the intent of this guideline.

The ARB/POA will not provide design criteria such as a storm event specifications, but will evaluate each submittal on an individual basis and determine if the submitted plan addresses and considers all of the guideline points. After construction is complete and before final approval is granted, the approved drainage plan and proposed new contours must be certified with a survey.

All costs relating to drainage issues on individual lots are the responsibility of the owner of the lot.

Driveways shall use swale or pipe at roadway so as not to block existing drainage.

Miscellaneous

Antennas and Satellite Dishes

Exterior TV or radio antennas are not permitted. The ARB requires that a satellite dish, one meter or smaller in diameter, be installed in the most inconspicuous location out of public view. If it is necessary that the dish be in a conspicuous location that is visible to the public in order to receive an acceptable quality signal, then the dish shall be screened with lattice or vegetation or painted to blend into the background on which it is mounted.

Solar Panels

General Considerations:

Solar panels should be visually integrated with the architecture of the house regarding style, location, size and color.

A. Specific Guidelines

1. Panels shall have a low profile and be flush mounted to the roof or wall.
2. Panels shall be static with no tracking mechanisms.
3. The framing shall match the surface it is attached to, either roof or siding if wall mounted.

B. Submission Requirements:

1. A copy of the site plan and the location of the proposed solar panels.
2. A drawing showing the proposed layout of the solar panels.

3. Actual color sample of panel to be installed.
4. Photographs of house showing the proposed location of panels.
5. Catalogue photographs or manufacturer's "cut sheets" of the solar panels and complete specifications on all components, including cables, connections, dimensions and materials.

Mailboxes and Message Boxes

Currently there are three approved mailbox designs. One is the larger mailbox as shown in the attached appendix, which must be painted the approved color and must be maintained consistent with the approved mailbox design. The second is the double design in Ocean Creek. Third are the cluster mailboxes which residents may be required to use in the future. Newspaper boxes are not approved and are not allowed.

Nonresidents in subdivisions 1-28 are not required to have mailboxes.

Specified mailboxes are required in the Ocean Creek subdivision.

House Numbers

1. Placed near the front entrance and clearly visible from the street
2. Illuminated if possible by exterior light
3. May be on backing board if it is simple in design and appropriately stained.
4. Minimum of three (3") inches tall
5. Contrasting color (house numbers should be seen from the street to aid emergency vehicles)

Fences

Generally, all kinds of fencing is discouraged to maintain the natural beauty enjoyed on Fripp Island. All fences and screens are reviewed on a case by case basis.

Each application for the erection of a fence must be approved by the ARB before a fence can be installed.

- A. Each application must contain the following information:
 1. Purpose of fence
 2. Type of material color-must be compatible with the house
 3. Plan noting location on property. If close to the property line, the ARB must receive neighbors written comments.
 4. Setback – Must maintain a 2 foot setback on property lines.
- B. Types and purposes of fence that will not be permitted:
 1. Fence for aesthetic purposes only.
 2. Gate and chains or ropes across driveways.
 3. Animal enclosures

Structures over ten (10) inches in height are considered a fence.

Signs and Property Markers

No sign, poster, or lot marker of any kind is permitted on undeveloped or developed privately owned property anywhere on Fripp Island. This includes, but is not restricted to, real estate for sale, for sale by owner. New development corner markers are to be removed upon completed contract of sale. No property markers are allowed on resale property.

Flag or Banner Poles

The installation of a freestanding flagpole or banner poles is discouraged. Properties with an area large enough that the subject can be 25' away from any property line and not infringe upon the adjoining property owner's view or quiet enjoyment may be permitted. Flags that measure a maximum of 3'x5' in size, and are mounted on angled bracket poles are permitted, providing they are limited to two (2) flags or banners per home.

Decorative Artwork and "Yard Art"

The Fripp Island ARB discourages the use of yard art and free standing structures.

- A. A permit application is required for yard art. Application must include:
 - 1. Picture of yard art
 - 2. Location on property
 - 3. Color
 - 4. Compatible with the neighborhood

Yard Art application approval is at the discretion of the ARB.

Examples of some Yard Art that may be acceptable are birdhouses, bird feeders, wind chimes, weathervanes, and windsocks, as long as they are compatible with the neighborhood. These items should be minimal in number.

Holiday lighting and decorations should be put up no earlier than the first week in November and should be removed no later than the second week in January. Other holiday decorations within reason are acceptable but should not be put up any more than two (2) weeks before the holiday and should be removed one (1) week after the holiday.

Athletic/Play Equipment

The ARB must approve all exterior athletic or play equipment. Basketball backboards, play equipment, etc. shall be located so as not to be visibly obtrusive from the streets. Note: Open weave hammocks can be dangerous for the deer population, antlers can get tangled in the webbing. Leaving these hammocks up when not in use is discouraged.

Docks and Marsh/Beach Walkways

Building plans for docks and/or marsh/beach walkways must be submitted for review according to the provisions of these guidelines.

- A. Application for a building permit must include plans and specifications (two sets) that include the following:
 - 1. Specific intended use
 - 2. Construction materials (type and size)
 - 3. Color (natural wood stain only) Composite materials may be utilized; all colors must be submitted for approval.
 - 4. Proposed elevation in relation to existing grade
 - 5. SC DHEC/OCRM and any other required agency approvals
- B. In addition to a Fripp Island building permit, which is required in all cases, a South Carolina DHEC/OCRM permit must be obtained PRIOR to submitting plans or construction of docks and/or marsh/beach walkways on, in or over critical areas, since requirements may influence design.

1. Docks built from residential lots shall be used for private, recreational purposes only. Such use shall exclude any commercial enterprise or live-aboard boats.
2. Docks may not extend further out into the canal than necessary to clear the marsh grass and/or oyster beds.
3. Floating docks and/or pier heads may not extend any further out into the canal or waterway than the adjoining or neighboring dock or pier head.
4. Floating docks /and or pier heads may not extend outward so far that they block navigation of the canal.
5. Docks, pier heads and boatlifts must maintain a minimum 10' side setback.

Beach Crossovers and Walkways

Walkways and inclined ramps or steps, that provide improved access from basic lot level to beach, must be submitted for review according to the provisions of these guidelines. The application for a building permit must include plans and specifications that include the following:

1. Design prior to structure
2. Site location
3. Colors (natural wood or stain only)
4. Proposed elevation
5. Construction materials (type and size)

Revetment and Retaining Walls

Building plans for revetment and retaining walls must be submitted for review according to the provisions of these guidelines.

- A. Application for a building permit must include plans and specifications (two (2) sets) that include the following:
 1. Construction materials (type and size) Note: Use of rock and or stone in the canal is discouraged.
 2. Color (natural wood stain only) composite materials may be utilized; all colors must be submitted for approval.
 3. SC DHEC/OCRM and any other required agency approvals

Swimming Pools

Pools must be built within the building setback. Plantings or other architectural elements are to be used where needed to limit visibility of pool from adjoining home sites and roads. Pools are not to infringe upon the adjoining property owner's view or quiet enjoyment.

Total square footage of home, porches, decking, swimming pool, pool equipment enclosure, and any other outer structures should not exceed 55% of the total square footage of the property.

- A. Permit applications for construction of a swimming pool, lap pool, or jacuzzi must include the following:
 1. An as-built survey along with a scaled site plan (1/8" = 1') showing the shape and location of the pool, decking, fencing (if any), and pool equipment enclosure - all shown with respect to the principal residential structure and property lines. Fencing must be within setback lines.

2. Elevation details of pool, pool equipment, safety fence or enclosure around the pool area. Solid fencing is subject to approval.
3. A sample of the water-level tile to be used, and a description of the decking material and coloration thereof.
4. Additional elevation details (including materials and colors) of any structure raised above and adjoining the main pool deck; e.g., waterfall, planter, artistic splash plate, etc.
5. For all pool installations, a landscape and drainage plan must also be submitted with the application.
 - a. The landscape plan should include plant materials sufficient to visually buffer the swimming pool and pool deck from adjacent neighbors or streets. The installation must be immediately rendered invisible from the adjacent properties and roads by using mature landscaping materials.
 - b. The landscape plan should show existing tree species and sizes for any proposed tree removals as well as for adjacent trees that may be impacted by pool construction.

CONSTRUCTION GUIDELINES

All residential construction on Fripp Island may be under observation by the ARB and shall not constitute a trespass. A final inspection for a Certificate of Compliance will occur only after all construction is completed. Responsibility of compliance to the Amended Restated Declarant Covenants and the ARB guidelines is that of the homeowner and contractor.

A. Required Before Construction

Prior to beginning any clearing, grading or construction, the following must be completed:

1. Obtain final approval for construction and a Fripp Island building permit from the ARB
2. Obtain an approval of site stakeout
 - a. Preliminary stakeout to be obtained before clearing of trees.
 - b. A second stakeout to be obtained after fill has been laid on the construction site.
3. Obtain Beaufort County and other required agency permits
4. Erect an approved job sign, no closer than 15 feet and parallel to the primary road access, and post all building permits so they are visible from the road.

B. Construction Sign

Every construction site must have a freestanding sign. This sign must be 36" x 24" with lettering no taller than four (4") inches but no less than 2.5". The sign must be placed on lot no closer than 15' and parallel to the edge of the street. The sign must state the name and phone number of the contractor. This sign is not to act as a marketing piece for the contractor. No slogans, or catch phrases are permitted on the sign. Contractor logos must be approved by the ARB. Signage must be removed promptly after construction has been completed.

The Fripp Island ARB permit and Beaufort County building permit must be posted in a location visible from the street. Permits are not to be posted on trees.

C. Required During Construction

1. Each construction site is required to have a portable toilet. The portable toilet should in an inconspicuous location with the door facing the rear of the property when possible.
2. All home sites will be kept in a neat and orderly condition throughout the entire construction phase. This includes any materials, trash, or debris falling from vehicles en route to or from the construction site. It is mandatory that trucks must be tarped when hauling debris or trash. A trash dumpster must be placed on each lot after the frame package is delivered. Placement shall be within the lot lines and not in the right-of-ways or easements.
3. If size of lot permits, one temporary storage structure or trailer, no larger than 10' x 10' x 8' high, may be used as an office or to store materials. Storage structures may not be used as living quarters.
4. Temporary utilities shall be installed in a neat manner. Temporary power poles must be installed plumb and not utilized for the placement of signs.
5. During construction, dunes, trees, and natural areas must be protected (by barricades if necessary).
6. Construction workers, including all subcontractors and delivery vehicles, shall enter and exit the lot using the driveway area. Vehicles must be parked in driveway or parking area to avoid damage to existing vegetation. A \$100 fine will be imposed for each incident involving damage to vegetation.
7. Sand or dirt shall be placed over curb or bike path during the construction phase to prevent damage to the curb or bike path. Any damaged road or roadside must be repaired to preconstruction conditions, and shall be paid for by the owner/builder.
8. Any spillage of concrete, paint, dirt or any other material onto the paved community streets shall be removed immediately.
9. Owners and contractors are responsible for seeing that their construction workers, subcontractors, and suppliers obey all traffic and security regulations of Fripp Island.
10. Access to the island is controlled by Fripp Island Security located at the security gate. Construction workers, subcontractors, and suppliers are allowed access to and from the construction site only, and are strictly forbidden from riding about the island.
11. The normal hours allowed for construction are 7:30 A.M. to 7:00 P.M. Monday through Friday. Weekend work is limited by a "no noise" policy with prior permission granted by Security or the General Manager prior to coming on the island. There will be no workers, subcontractors, or suppliers allowed on the island on holidays.
 - a. No loud or offensive language or excessive noise is allowed on the construction site. Radios or similar devices are permitted only if they cannot be heard beyond the construction site property lines.
12. Construction workers should dress appropriately (shirts are required)
13. Pets are not allowed on job sites.
14. Drainage systems shall be established during initial grading and prior to the start of construction. Drainage systems shall be maintained throughout construction.
15. Because Fripp Island is a private community, contractors and their employees, subcontractors, and suppliers shall not have the use of any of the private facilities. These include the beach, tennis courts, golf courses, restaurants, swimming pools, fishing areas or any other area designated for exclusive use of

property owners or their guests. Contractors are allowed to utilize the Marina Store and Springtide Market.

V.

FIPOA Applications

Vehicle Decal Application 1-3

FRIPP ISLAND P.O.A. VEHICLE DECAL APPLICATION

October 1, 2019 – October 1, 2021

Fripp Island Property Owners Association, 225 Tarpon Blvd., Fripp Island SC 29920

Toll free: 888-838-6501; 843-838-4155; FAX 843-838-9072;

<http://www.frippislandliving.com/security.htm>

You may mail, fax or email the information requested. This form may also be accessed through the FIPOA website at

PLEASE FILL OUT THIS ENTIRE APPLICATION AND **SIGN AT THE BOTTOM.** INCOMPLETE APPLICATIONS WILL NOT RECEIVE DECALS. **PLEASE NOTE THAT UP TO 5 DECALS CAN BE ISSUED AT NO COST. IF YOU REQUIRE MORE THAN 5 DEALS, YOU WILL BE CHARGED \$50 PER EACH ADDITIONAL DECAL. All REPLACEMENT DECALS WILL HAVE A \$5.00 CHARGE (THIS INCLUDES CHANGING VEHICLES AND WINDSHIELD REPLACEMENTS ON VEHICLES WITH VALID DECALS) PLEASE MAKE CHECKS PAYABLE TO THE FIPOA. ADDITIONAL DECALS AND REPLACEMENT DECALS WILL NOT BE ISSUED UNTIL PAID FOR.**

If a decal is for a property owner's dependent, please specify the relationship to the owner. A dependent is defined as one who is related to the property owner by blood or marriage.

PROPERTY OWNER NAME:

FRIPP ISLAND ADDRESS:

ADDRESS:

FRIPP ISLAND PHONE:

CITY/STATE/ZIP:

HOME PHONE:

EMAIL ADDRESS:

CELL PHONE:

VEHICLE OWNER _____ RELATION TO PROPERTY OWNER _____

YEAR _____ MAKE _____ MODEL _____

COLOR _____ LICENSE TAG # _____

STATE IN WHICH VEHICLE IS REGISTERED _____ DECAL # _____ (Office use only)

VEHICLE OWNER _____ RELATION TO PROPERTY OWNER _____

YEAR _____ MAKE _____ MODEL _____

COLOR _____ LICENSE TAG # _____

STATE IN WHICH VEHICLE IS REGISTERED _____ DECAL # _____ (Office use only)

VEHICLE OWNER _____ RELATION TO PROPERTY OWNER _____

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