RECEIVED

JUN 21 2019

S.C. SUPREME COURT

THE STATE OF SOUTH CAROLINA
In The Supreme Court

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas

The Honorable Stephanie P. McDonald, Circuit Court Judge

Op. No. 5588 (S.C. Ct. App. refiled February 27, 2019)

Case No. 2010-CP-10-10490
Appellate Case No. 2015-001590

Brad J. Walbeck and Lea Ann Adkins, Both Individually and Derivatively on Behalf of The I'On Assembly, Inc.; and I'On Assembly, Inc.,

Respondents,

v.

The I'On Company, LLC, The I'On Club, LLC, The I'On Group, LLC f/k/a Civitas, LLC, and I'On Realty, LLC,

Petitioners.

RECORD ON APPEAL
VOL. VIII
R. pp. 3501 - 3675

Brian C. Duffy
Julie L. Moore
Duffy & Young, LLC
96 Broad Street
Charleston, SC 29401
(843) 720-2044
Attorneys for Petitioners

INDEX

Appendix

Court of Appeals Opinion.....1
Order Denying Petitions for Rehearing.....29
Appellants' Petition for Rehearing.....31
Respondents' Petition for Rehearing.....35
Final Brief of Appellants.....111
Final Brief of Respondents.....185
Final Reply Brief of Appellants.....262
Appellants' Supplemental Citation.....288
Respondents' Supplemental Citation.....289

Record on Appeal

Volume I

March 15, 2012 Order. 9
November 6, 2012 Order. 11
February 11, 2014 Order. 13
February 26, 2014 Order. 16
June 20, 2014 Order. 18
August 11, 2014 Order. 19
June 15, 2015 Order Denying JNOV and Motion for New Trial. 21
June 15, 2015 Order Denying Adkins Petition for Unjust Enrichment. 64
June 16, 2015 Order Declaring the Invalidity of The 2000 Recreational Easement. 70
July 13, 2015 Order Denying The I'On Company's Petition for Fees. 79
July 13, 2015 Order Awarding Walbeck Attorney's Fees and Costs. 84
July 16, 2015 Order Finding Defendants in Contempt for Destruction of Evidence. 101
December 22, 2010 Summons and Complaint. 116
March 8, 2011 Amended Complaint. 129

May 27, 2011 Answer. 141
February 7, 2012 Second Amended Complaint. 151
January 2, 2014 Third Amended Complaint. 168
January 9, 2014 Verifications to Third Amended Complaint by Plaintiffs. 184
January 14, 2014 Answer to Third Amended Complaint and Counterclaim. 186
May 12, 2014 Complaint – The I'On Company, LLC v. Walbeck. 199
June 16, 2014 Fourth Amended Complaint. 313
July 18, 2014 Answer to Fourth Amended Complaint and Amended Counterclaims. 330
January 13, 2014 Hearing Transcript. 391
July 24, 2014 Hearing Transcript. 432
January 13 – January 17, 2014 Trial Transcript Excerpts. 467
July 28, 2014 – August 1, 2014 Trial Transcript. 480

Volume II

July 28, 2014 – August 1, 2014 Trial Transcript Cont'd. 501
a. Direct Examination of Tim Eble by Ms. Lynn.....590
b. Cross-Examination of Tim Eble by Mr. Duffy 608
c. Redirect Examination of Tim Eble by Ms. Lynn 622
d. Direct Examination of Thomas Graham by Mr. Lucey.....624
e. Cross-Examination of Thomas Graham by Mr. Young 760
f. Redirect Examination of Thomas Graham by Mr. Lucey.....817
g. Recross Examination of Thomas Graham by Mr. Young.....837
h. Direct Examination of Lee Ann Adkins by Mr. Evans 841
i. Cross-Examination of Lee Ann Adkins by Mr. Duffy.....870
j. Redirect Examination of Lee Ann Adkins by Mr. Evans.....923
k. Recross Examination of Lee Ann Adkins by Mr. Duffy.....926
l. Direct Examination of Julie O'Connor by Mr. Duffy 928
m. Cross-Examination of Julie O'Connor by Mr. Lucey 931
n. Direct Examination of Stuart Whiteside by Mr. Young.....935

o. Cross-Examination of Stuart Whiteside by Mr. Lucey 943
p. Redirect Examination of Stuart Whiteside by Mr. Young 951
q. Direct Examination of Brad Walbeck by Ms. Lynn 952
r. Cross-Examination of Bradley Walbeck by Mr. Duffy 972
s. Direct Examination of Julie Hussey by Mr. Evans 986

Volume III

July 28, 2014 – August 1, 2014 Trial Transcript Cont'd.

t. Direct Examination of Julie Hussey by Mr. Evans Cont'd...1001
u. Cross-Examination of Julie Hussey by Mr. Duffy 1009
v. Direct Examination of Edward Clem by Mr. Young 1067
w. Cross-Examination of Edward Clem by Mr. Evans 1087
x. Redirect Examination of Edward Clem by Mr. Young 1091
y. Direct Examination of David Thompson by Mr. Duffy 1098
z. Cross-Examination of David Thompson by Mr. Lucey 1102
aa. Direct Examination of Vincent Graham by Mr. Duffy 1106
bb. Cross-Examination of Vincent Graham by Mr. Lucey 1200
cc. Redirect Examination of Vincent Graham by Mr. Duffy.....1286
dd. Recross Examination of Vincent Graham by Mr. Lucey 1296
ee. Redirect Examination of Vincent Graham by Mr. Duffy.....1297
ff. Recross Examination of Vincent Graham by Mr. Lucey 1298
gg. Direct Examination of Debra Bedell by Mr. Duffy.....1300
hh. Cross-Examination of Debra Bedell by Mr. Bouch 1335
ii. Cross-Examination of Debra Bedell by Mr. Evans.....1337
jj. Redirect Examination of Debra Bedell by Mr. Duffy 1341
kk. Direct Examination of Michael Robinson by Mr. Young.....1369
ll. Cross-Examination of Michael Robinson by Mr. Evans.....1401
mm. Redirect Examination of Michael Robinson by Mr. Young 1418

Volume IV

mm. Redirect Examination of Michael Robinson by Mr. Young Cont'd.....1501

May 27, 2011 Motion to Dismiss. 1763

May 31, 2012 Motion for Summary Judgment. 1765

October 22, 2012 I'On Memorandum in Support of Motion for Summary Judgment, Ex. A: Walbeck Deposition Excerpts. 1768

January 8, 2014 Motion for Summary Judgment. 1808

June 6, 2014 Defendants' Motion to Amend Answer to Third Amend Complaint and Counterclaims. 1813

July 10, 2014 Defendants' Motion *in Limine* to Exclude Evidence of Settlement. 1816

July 31, 2014 Memorandum in Support of Directed Verdict. 1820

Verdict Form. 1855

August 11, 2014 Motion for Judgment Notwithstanding the Verdict. 1863

August 11, 2014 Walbeck Petition for Attorneys' Fees with Exhibits and Supplemental Memorandum in Support. 1869

August 11, 2014 Adkins' Petition for Unjust Enrichment. 1899

August 11, 2014 Plaintiffs' Motion Regarding Easement and Brief in Support of Judgment. 1903

August 12, 2014 I'On Company, LLC's Petition for Attorneys' Fees. 1910

August 25, 2014 Defendants' Memorandum in Opposition to Plaintiffs' Motion in Support of Judgment on the Validity of the 2000 Recreational Easement. 1915

August 25, 2014 Defendants' Memorandum in Support of Motion for JNOV. 1923

September 4, 2014 Plaintiffs' Memorandum in Opposition to Defendants' Motion for JNOV. 1968

Volume V

September 4, 2014 Plaintiffs' Memorandum in Opposition to Defendants' Motion for JNOV Cont'd. 2001

Court's Exhibits

1 Affidavit of Non-Service as to Russo 2016

2 Stipulation re Settlement Agreement 2017

5 Verification of Lea Ann Adkins 2018

Plaintiffs' Trial Exhibits

3 1997 I'On Impact Assessment 2019

4 August 10, 1999 I'On Plan View Dock No. 1 2040

5 August 10, 1999 I'On Plan View Dock No. 1 2041

6 Notice from Office of Ocean and Coastal 9.9.1999 Resource Management 2042

7 Newkirk Response to Comments 2049

8 Bruce Kinney Letter to Thomas Graham 2051

12 Purchase and Sale Agreement – Creek Club 2053

13 Deed from I'On Club to 148 Civitas 2065

14 Email Chain with Jo Ann Stubblefield 2075

15 Email Chain with Chad and Russo 2078

16 148 Civitas Settlement Statement 2081

26 Emails re Creek Club Under Contract 2084

28 Easement for Use of Boating 2085

29 Creek Club Purchase and Sale Agreement 2100

30 I'On Ordinance 2117

31 *Civitas – The I'On Journal*, Inaugural Issue 2120

32 I'On Ponsbury Neighborhood Plan 2128

33 SC DHEC Critical Area Permit 2132

34 1999 Department of the Army Permit 2151

36 Joint Federal and State Application Form for Activities Affecting Waters 2169

36(a) Office of Ocean and Coastal Resource Management Permit 2173

37 Joint Public Notice for Permit to Construct 6 Community Docks 2177

38 Agreement Between The I'On Company and GR 2197

40 DHEC Permit Approval Letter to Kenneth Hance 2201
41 I'Onsborough Neighborhood Plan 2202
43 Recreational Easement 2206
44(a) Quitclaim Deed from Club to Grahams 2209
46 Fact Sheet for I'On 2214
47 Handover Agreement 2216
48 Fact Sheet for I'On 2218
49 I'On Media Kit Fact Sheet 2220
51 I'On *Celebration 10 Years* Community Brochure 2221
53 Property Report Transmittal Letter 2229
55 Response Letter from Bouch to Adkins 2231
56 Letter from Kinney to Tom Graham 2232
57 Letter from Adkins to Bouch 2234
58 Update Memo/Email from Besenfelder to Gottshalk 2236
58(a) Besenfelder to Russo Email 2238
59 Emails Between Walsh and Adkins 2241
60 Emails among Walsh, Graham, Kinney and Adkins 2243
61 Letter from Tidsdale to The I'On Company 2248
62 Letter from Vincent Graham to Tisdale 2250
62(a) Graham Email Attached to Ex. 62 2251
63 Letter from Adkins to Vincent Graham 2256
64 Interstate Land Sales Subdivisions by Name Search Results 2258
65 Response Letter from Vincent Graham to Adkins 2259
65(a) Resolution Authorizing Sale 2260
66 CV5 Deed by Grahams to 148 Civitas 2263
67 Lot 275 Deed by I'On Company to 148 Civitas 2271
68 Assignment of Certain Club Owner's Rights and Obligations 2280
71 Letter from Walbeck to Vince Graham 2285
72 Letter from Vince Graham to Walbeck 2286
75 Signage at Dock 2287

76 I'On Website Printouts 2291
77 I'On Neighborhood Plan Brochure 2293
85 Newkirk and I'ON emails re Community Dock 2300
86 Permit Application from Newkirk to US Army COE 2304
88 Letter from COE to I'On Requesting a Response to Comments 2329
90 Post and Courier Affidavit of Publication 2330
102 HUD Letter to Vince Graham 2331
103 Request for Voluntary Suspension of Effectiveness 2333
108 Email from Thomas Graham to Martin 2334
109 Agreement Between I'On Company and GR, LLC 2335
111(a) Board Meeting Minutes 2342
115 Email from Russo to Besenfelder 2346
115(a) Chart of Pre-Amendment Lot Purchase Agreement 2347
116 Email from Russo to Besenfelder 2351
116(a) Chart of Lots Contracted of Closed 2353
117 Griffith to Graham re Proposal 2356
118 Barnes to Walbeck re Congratulations 2403
119 Russo to Besenfelder re Outline 2404
120 July 13, 2008 Russo to Besenfelder re Prior Proposal 2406
121 July 17, 2008 Russo to Besenfelder re Prior Proposal 2407
122 July 25, 2008 Russo to Besenfelder re Confidentiality Agreement 2410
123 July 28, 2008 Russo to Besenfelder re Confidentiality Agreement 2411
124 Russo to Besenfelder re Purchase Offer 2413
125 Russo to Besenfelder re Proposal 2414
126 Russo to Besenfelder re Confirming Revisions 2415
127 Purchase Agreement 2417
128 Russo to Besenfelder re Contracts 2427
129 Russo to Besenfelder re Besenfelder Prior Email 2428
130 Russo to Besenfelder re Meeting 2433
131 Russo to Besenfelder re Lease 2435

132 Russo to Besenfelder re Numbers 2438
133 Russo to Besenfelder re Meeting 2439
134 Russo to Besenfelder re Creek Club Purchase Agreement 2440
135 Russo to Besenfelder Forwarding Walsh Email 2441
136 Russo to Besenfelder re Amended Recreational Agreement 2445
137 December 11, 2008 Russo to Besenfelder re Creek Club Agreements 2460
139 April 14, 2009 Russo to Besenfelder re Creek Club Agreements 2461
140 Besenfelder to Russo re Due Diligence 2462

Volume VI

140 Besenfelder to Russo re Due Diligence Cont'd 2501
143 Graham Letter Suspending ISLA Registration 2606
145 I'On Grand Plan 2607
146 Russo Production 2608
147 Amended and Restated Purchase Agreement for CV6 2690
148 Final Purchase Agreement for CV6 2703
150 Property Report Receipts 2720
154 Russo to Besenfelder re Creek Club Sale 2842
156 Steve Speer Message Board Posting 2843
167 Developer Letters to Walbeck 2845
168 Dock 2 Photos 2848
179 Besenfelder to Martin re I'On Common Areas 2852
180 Besenfelder to Grahams re Creek Club Options 2855
181 Tom Graham to Besenfelder re Alternate to Sale of Creek Club 2857
182 Tom Graham to Besenfelder re Kinney and Easement 2862
183 Tom Graham to Vince Graham re Kinney Letter 2875
184 Tom Graham to Vince Graham re Recreational Easement 2879
185 Dock 3 Photos 2882
186 Dock 4 Photos 2891
187 Ariel Photo of Hobcaw 2897

188 Ariel Photo of Wando 2898
189 December 8, 1998 Vince Graham to Joe and Lewis Griffith 2899
190 Joe and Lewis Griffith to Vince Graham 2901
191 March 24, 1999 Vince Graham to Joe and Lewis Griffith 2905
192 Ariel Photos of Hobcaw 2906
193 Email from Besenfelder to Grahams re Creek Club Options 2910
194 Email from Tom Graham to Kinney re Creek Club 2913
195 Email from Tom Graham to Besenfelder et al re Creek Club Transaction 2916
196 Email from Quinn to Besenfelder re I'On Creek Club 2918
200 Plat of HOA Open Space 2921
201 Email from Besenfelder re Final To-Do List for HOA Turnover 2922
202 Besenfelder to Grahams re Creek Club Options 2925
203 Gabriel to Besenfelder re I'On Facilities 2928
204 Besenfelder to Tom Graham re Thoughts on PD Amendment 2929
205 Besenfelder to Vince Graham re Communication with Russo 2932
208 Besenfelder to Vince Graham re Mundy Email 2933
209 Besenfelder to Grahams re Creek Club Sale 2936
210 Tom Graham to Besenfelder re Creek Club Easement and HOA 2937
212 Tom Graham to Vince Graham re Creek Club Issues 2939
213 Besenfelder to Tom Graham re Olde Park Agreement 2941
214 Vince Graham to Tom Graham re Creekside Park 2946
215 Besenfelder to Vince Graham re I'On Update 2949
216 Besenfelder to Grahams re Russo Letter 2950
217 Tom Graham to Kinney re Creek Club Sale 2953
218 Besenfelder to Grahams re Docks 2954
220 Vince Graham to Tom Graham re Impact Statement 2958
221 Tom Graham to Besenfelder re Creek Club Sale 2960
222 Tom Graham to Russo re Creek Club Transaction 2961
223 Vince Graham to Tom Graham and Russo re I'On Message Board 2962

224 Tom Graham to Kinney et al. re HUD Document 2964
225 Russo Settlement Agreement 2968
227 Plat 2972
228 Plat 2985

Defendants' Trial Exhibits

3 Creekside Park Plats 2986
4 I'On Dock Master Plan Plat 2991
5B Image of Community Dock 2 2992
8 1997 Aerial Photo 2993
14 Photo of School Under Construction Spring 2007 2994
15 Photo of East Cooper Charter Montessori School 2995
17 Photo of Pouring Foundation Slab at Holy Ascension, October 2006 2996
18 Photo of Completed Exterior, Holy Ascension, June 2008 2997
19 Google Earth Image 2998
22 1998 Property Report 2999

Volume VII

22 1998 Property Report Cont'd 3001
23 April 2000 Property Report 3035
24 December 2000 Property Report 3074
25 Akins Lot Purchase Agreement 3113
27 Recreational Easement and Agreement to Share Costs 3131
28 August 16, 2000 to I'On Club 3146
32 March 5, 2009 Letter from Adkins to Tim Bouch 3152
33 February 23, 2009 BOZA Meeting Minutes 3154
34 Walbeck Lot Purchase Agreement 3162
38 I'On Assembly Proposed 2004 Budget Summary 3173
39 Draft I'On Assembly 2005 Budget Summary 3175
40 I'On Assembly Draft 2006 Budget Summary 3177
41 I'On Assembly Draft 2007 Budget Summary 3179

42 I'On 2008 Budget 3181
43 I'On 2009 Budget 3184
44 I'On 2010 Proposed Budget 3187
49 Certificate of Occupancy for Creek Club 3190
54 First Amended and Restated Operating Agreement of The I'On Company, LLC 3191
55 Fifth Amended and Restated Operating Agreement of The I'On Company, LLC 3210
56 Second Amended and Restated Operating Agreement of The I'On Club, LLC 3251
59 Certificate of Existence of I'On Club, LLC 3268
60 Certificate of Existence of I'On Company, LLC 3269
62 Andy Gowder I'On Lot Purchase Agreement 3270
63 Andy Gowder Purchaser Receipt 3280
70 Notice of January 7, 2003 Assembly Annual Meeting 3281
71 Proof of Mailing of January 7, 2003 Annual Meeting Notice 3293
72 Walbeck Sign-in Page from January 7, 2003 Annual Meeting 3294
73 Notice of December 3, 2003 Assembly Annual Meeting with Proof of Mailing 3295
74 Mailing List for December 3, 2003 Annual Meeting Notice 3306
75 Walbeck Sign-in Page from December 3, 2003 Annual Meeting 3324
76 Notice of December 2, 2004 Assembly Annual Meeting 3325
77 Notice of December 7, 2005 Assembly Annual Meeting 3334
78 Walbeck Sign-in Page from December 7, 2005 Assembly Annual Meeting 3342
79 Notice of December 6, 2006 Assembly Annual Meeting 3343
80 Adkins and Walbeck Sign-in Page from December 6, 2006 Assembly Annual Meeting 3353
81 Notice of December 12, 2007 Assembly Annual Meeting 3355
82 Adkins and Walbeck Sign-in Page from December 12, 2007

Assembly Annual Meeting 3374
83 Notice of December 11, 2008 Assembly Annual Meeting 3376
84 Walbeck Sign-in Page from December 11, 2008 Assembly Annual Meeting 3395
87 Letter from Alan Barbieri re PUD Amendment 3396
98 "Inspiration for a Neighborhood" advertisements 3399
105 February 24, 2009 Email to Ward Mundy 3401
106 Brock Correspondence Opposing I'On 1995-1997 3403
107 December 3, 2003 Assembly Meeting Minutes 3429
108 February 12, 2004 Assembly Meeting Minutes 3432
109 August 5, 2004 Assembly Meeting Minutes 3436
110 October 21, 2004 Assembly Meeting Minutes 3441
111 November 11, 2004 Assembly Meeting Minutes 3444
112 January 27, 2005 Assembly Meeting Minutes 3448
113 February 9, 2005 Assembly Meeting Minutes 3451
114 February 23, 2005 Assembly Meeting Minutes 3454
115 March 23, 2005 Assembly Meeting Minutes 3456
116 April 27, 2005 Assembly Meeting Minutes 3459
117 July 27, 2005 Assembly Meeting Minutes 3462
118 July 27, 2005 Assembly Meeting Minutes 3464
119 August 24, 2005 Assembly Meeting Minutes 3468
120 September 28, 2005 Assembly Meeting Minutes 3472
121 December 7, 2005 Assembly Meeting Minutes 3475
122 April 26, 2006 Assembly Meeting Minutes 3478
123 February 28, 2007 Assembly Meeting Minutes 3482
124 April 25, 2007 Assembly Meeting Minutes 3490
125 May 18, 2007 Assembly Meeting Minutes 3498

Volume VIII

125 May 18, 2007 Assembly Meeting Minutes Cont'd....3501
126 July 25, 2007 Assembly Meeting Minutes....3503
127 August 22, 2007 Assembly Meeting Minutes....3511
128 September 26, 2007 Assembly Meeting Minutes....3517
129 October 24, 2007 Assembly Meeting Minutes....3525
130 January 16, 2007 Assembly Meeting Minutes....3545
131 October 30, 2008 Assembly Meeting Minutes....3553
132 January 15, 2009 Assembly Meeting Minutes....3558
133 February 26, 2009 Assembly Meeting Minutes....3562
137 August 27, 2007 Proposal to Amend I'On Planned Development Zoning Ordinance....3565
140 GIS of Marshwalk....3569
141 November 21, 2000 Deed to Marshwalk....3571
142 Staging Dock Photo....3579
150 March 23, 2010 Chad Besenfelder Response to Emails from Kent Prause....3580
151 Photo of Avant Garden....3588
152 Mt. Pleasant Board of Zoning Appeals Order....3589
153 Zoning Appeal Petition....3598
155 2004 Ed Clem Emails....3600
157 June 23, 2004 Email from Brad Walbeck re Landscaping....3602
164A Photo of Dock 3....3604
167 Photo of Boat Ramp and Creek Club....3605
173 September 19, 2007 Adkins Email....3606
174 March 22, 2007 Minutes....3607
180 Email re Vote on PD Amendment....3612
182 Creek Club Building Costs....3614
139 Declaration of Covenants, Conditions and Restrictions....3616

Mr. Barbieri asked the Board of Trustees to put their faith in a professional landscape architect. Mr. Barbieri suggested that the I'On Assembly consider working with Landscape Architect Andrew Smith.

Mr. Barbieri will work with Lawn-O-Green and address the community common areas. Mr. Barbieri will work with Ed Clem to make sure there are funds in the budget to get the work done that Lawn-O-Green suggests.
Alan Barbieri made a motion to have the Board of Trustees ask the I'On Community to re-visit the landscaping at Patience Park and Perseverance Park. Ward Mundy seconded the motion. All in favor. Motion carried.

Parking Committee-Everett Wilcox
Everett Wilcox advised that the Town of Mount Pleasant is working on marking the parking spaces throughout the community.

Infrastructure Committee-Dwain Ray
Dwain Ray handed out his Infrastructure Committee Report. It was as follows:

- No new progress on study of options for future meeting facility. Perhaps Chad Besenfelder can give us some new information and suggestions tonight.
- Estate Management Services will test I'On lake waters for coli forms at cost of $519 in May.
- The I'On Company is now paying Lawn-O-Green for bi-weekly manual removal of the algae/weed in canals. The water is now cleaner; however, a permanent fix is still needed.
- There are six Adirondack chairs at the end of Eastlake and one teak bench on the Boathouse that are in need of replacement. The cost is about $200 per chair and $350 per bench plus the cost of anchoring them with concrete, which is about $100 each. The Board of Trustees could consider changing to the durable cast iron and cypress Charleston Battery design benches made by Birlant & Company that are $500 each in 8' double configuration as used in corner park of Westlake.
- Three Charleston Battery benches that were donated by the Chitty family, Bud Woffard, and Brad Walbeck need to be placed in the community. Two will be placed around Westlake and one at Maybank Green. The Infrastructure Committee Suggested they put the benches on both the North and South ends of Westlake bolted on top the 5' X 9' wood covers over the concrete water pipe drains or behind them on grass and one diagonally at the Southwest corner of Maybank Green. Residents in immediate area of Maybank Green will be consulted with regarding the location of the bench for that area.
- The Westlake drainage systems for the rainwater coming from the new houses on Fernandina Street is on track. Two houses now have drains though the bulkhead into the lake.

The Board of Trustees agreed to test the lake waters and approved $2,000.00 to replace the Adirondack chairs at the end of Eastlake and the one teak bench on the Boathouse.

Communications Committee-Theresa Green
Theresa Green advised that she is working on the National Night Out event and that all the entities in I'On will be involved.

I'On Design Liaison/Compliance Committee Report- Ted Webb
Ted Webb advised that the I'On Design Liaison/Compliance Committee is working on violations throughout the community.

Website Committee-Ward Mundy
Ward Mundy advised that he is working on making the website user friendly and has received lots of feedback regarding the new improvements.

Finance Committee-Ed Clem
Ed Clem advised that the I'On Assembly expenses in April were $28,403.49 versus a budget of $36,274.15. Year to date, as of the end of April, expenses totaled $131,917.26 against a budget of $144,745.60, for a favorable deviation of $12,828.44. However, the I'On Assembly is now entering the time of the year when the expenses will increase significantly due to the onset of irrigation, repairs that can best be done in the summer such as power washing and painting, as well as the implementation of the off duty police patrols. As an example, irrigation of Maybank Green resulted in a monthly bill of over $1000.00 for the month ending April 19, whereas the prior month bill was $41.00. The drought conditions that continue are necessitating operating the irrigation systems longer than normally would be required, so high water bills will result until the drought abates.

The I'On Assembly continue to collect past due regime fees totaling $19,650 in April, but some 35 accounts were still not paid at month end, and are now three months overdue. These accounts have been turned over to our attorney and the properties will be placed under a lien unless these bills, plus legal and late fees are not paid promptly. If anyone is facing financial difficulties with paying their regime fees, we are willing to try to work out a payment plan with them.

Alligator Removal
Ward Mundy made a motion to destroy the alligators that enter the lakes with in I'On, however if the alligators are in the Rookery they are to be left alone. Ted Webb seconded the motion. All in favor. Motion carried.

Meeting Adjourned.
Next meeting is the Mid-Year meeting that will be June 27, 2007 at 7:00 PM at the Creek Club.

_____
Theresa Green, Secretary

I'On Assembly
Preliminary Board of Trustees Meeting Minutes
July 25, 2007

Members Present	Dr. Alan Barbieri, Ed Clem, Dwain Ray, Ward Mundy, Everett Wilcox, Ted Webb, and Theresa Green
Guests	Chad Besenfelder, Cynthia Rosengren, Lou Dardozzi, Carter Fox, Alan Gentry, Richard Lennon, Hugh Wilder, Pam Wilder, Len Hansen, Charlie Mountain, and Tommy Manis
AMCS	Cheryl L. Wilson

Everett Wilcox called the meeting to order.

Minutes

Ed Clem made a motion to accept the May 18, 2007 Board of Trustees meeting minutes as presented. Alan Barbieri seconded the motion. All in favor. Motion carried.

I'On Company Update
Chad Besenfelder advised that the August presentation of the revised PD amendment to the community has been delayed because the architect is drawing up a second plan to address all concerns the I'On Company had received and the parking issues.

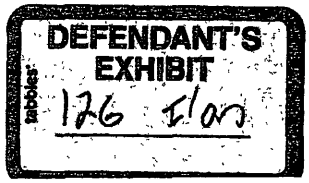
Mr. Besenfelder advised that the Town of Mount Pleasant had approved mountable curbs on all seventeen feet wide streets and the work should begin in August on Latitude Lane, Ionsborough Street, McDaniel Lane, and part of Rialto Road. He advised that should the Town of Mount Pleasant not paint parking spaces on West Shipyard Road and Sanibel Lane then the I'On Company would address the issue.

Alan Barbieri thanked Chad Besenfelder for working with the I'On Assembly on installing the irrigation on Maybank Green and the curb strip adjacent to it.

Neighborhood Comments
Charlie Mountain asked that Sanibel Street be considered for the mountable curbs. Mr. Besenfelder advised that he would take that into consideration and look into it further.

Carter Fox expressed his concern regarding the need for a mailbox sticker that he has been waiting for and he asked what the status was on finally having one put on his mailbox. AMCS advised that each mailbox station in the community had recently been painted and that they are working with the Board of Directors on purchasing either labels or plagues for each mailbox that was in need of identification. Everett Wilcox advised that this topic was on the agenda for later in the meeting.

Mr. Fox asked that Board of Directors if they had considered his statement made at the Mid Year Meeting suggesting the need for the I'On Assembly to have a full time resident manager. Mr. Wilcox advised that this topic was on the agenda for later in the meeting for AMCS to give an estimate on the cost of a full time manager.



Tommy Manis expressed his concern about the I'On Company's proposal to have the overflow parking lot be turned into five residential lots. Mr. Wilcox advised that the Board of Directors has not agreed to the PD amendment. Mr. Wilcox advised that the Board of Trustees were expecting a PD amendment update from the I'On Company at tonight's meeting but the update has been pushed back to August. Mr. Besenfelder advised that converting the Creek Club overflow parking lot into five residential homes is still part of the plan. Mr. Manis advised that the overflow lot is needed if the I'On Assembly is to purchase the Creek Club because there is not enough parking. Alan Barbieri advised that the Board of Trustees have not discussed purchasing the Creek Club and that the Board of Trustees have been listening to owners comments and concerns before they make an informed decision.

Len Hanson advised that he has the brass McDaniel Lane plaque for the sidewalk and will give it to AMCS to have Lawn-O-Green re-install it with an epoxy.

Richard Lennon read aloud a statement he had prepared for the Board of Trustees. It was as follows:
"We are quite disappointed in the decision of the I'On Design Committee and Homeowners Association regarding the recently constructed fence in the neighborhood. However, his disappointment is not with whether the fences stays or goes. We are resigned to the fact that nothing else is to be done. Our disappoint has to do with the fact that the I'On Design Committee, the Trustees of the Homeowners Assembly and AMCS chose to look the other way and not follow their own protocols. The very people and organizations we looked to protect our rights have caved in to a homeowner who clearly chose not to follow the requirements. This was selective enforcement at its worst. At least the I'On Design Committee and the Board could show some integrity and honesty and call this for what it is, an after-the-fact approval in a case where no one, individually or collectively, had the courage to step in and call a halt to this fence until proper review and approval was given. You and I all know that the facts you covered in your most recent letter were not correct. There was no prior request for a fence by the homeowner. And, therefore there could be no approval as required by the covenants and restrictions." Mr. Wilcox advised that the I'On Assembly has no control over the I'On Design Committee, as it is developer controlled. The I'On Design Committee allows one Board of Trustee to attend the meeting. He advised Mr. Lennon that if he has a concern with the I'On Design Committee then he should take his concerns to them. Ed Clem advised that control of the I'On Design Committee would not be turned over to the I'On Assembly until the last lot owned by the developer was sold.

Hugh Wilder distributed copies of his concerns with the boathouse and provided background information regarding the issues with the community amenity based on his involvement with the Boathouse Committee.

I. Problems (Related)
    a. Safety
    b. Legal (vandalism [structure, furnishings, boats], theft underage drinking, etc);
    c. Neighborliness.
II. Responses Considered
    a. History of involvement: Developer, residents, Assembly (including 2002 poll of all residents), Assembly Board, Boathouse Committee, Mount Pleasant Police.
    b. Design/Structural Ideas-none implemented
        - Remove boathouse (with the possibly of replacing it with an attractive and safe amenity);

- Extend lower deck on the north side (to prevent jumping & diving from upper deck);
- Add grillwork or barrier on upper deck north (to prevent jumping & diving);
- Remove walls on lower deck;
- Add wall on lower level north side, extend floor over slip area.

c. Security Responses
- Secure pump room-done;
- Secure furniture-done;
- Improve lighting and install motion-sensor lights-done;
- Install (real or fake) surveillance cameras-not done;
- Neighborhood meeting with city policy liaisons-done;
- Request additional regular police patrols-done;
- Hire off duty police patrols-done;
- Improve signage-done;

d. Regulations and Interventions
- Prohibit or limit swimming-not done (but age restrictions tired, 2004 "Water Activities Release Form," etc.);
- Prohibit storage of private boats on common property, including lakeshore and boathouse-done;
- Enhanced law enforcement-done;
- Encourage parental supervision and adults presence-done;
- Hire boathouse "monitor" (2001);
- Regular cleaning and maintenance-done;

Mr. Wilder advised that his number one concern was safety as their have been several incidents at the boathouse. There had also been vandalism to the boathouse and to the boats being stored in the boathouse however, there has been a dramatic decrease in vandalism in the last several months. Ward Mundy asked what the timeline was on the vandalism and incidents. Mr. Wilder advised it occurred from the boathouses inception up to last year. Mr. Wilder advised that he was not sure what has caused the vandalism to stop it could have been due to the police patrols or the presence of an alligator.

Mr. Wilcox advised that the Board of Trustees explored installing cameras at the boathouse to record who was causing the vandalism but Mr. Besenfelder recommended against it because they were ineffective at the Creek Club. The Board of Trustees worked with the I'On Company and the I'On Design Committee to reconfigure the boathouse to address the safety concerns that were brought to their attention. Mr. Wilcox advised that the Board of Directors discussed the need for reconfiguring the boathouse on several occasions and even announced it at an open meeting; however, this was not pursued by advice of legal counsel.

Mr. Wilcox asked Mr. Wilder if he thought the proposed modifications would address his safety concerns at the boathouse. Mr. Wilder advised that they would benefit parts of the overall problem. He said extending the deck would address jumping and diving from the upper level of the boathouse however, extending the deck may encourage swimming. He further went on to state that the I'On Assembly is the only Mount Pleasant community allowing swimming. The Boathouse Committee and the Board of Trustees once discussed banning swimming and having a waiver signed by those

who swam. Dwain Ray suggested that the issue be brought back to the Boathouse Committee for further review and discussion. The Board of Trustees agreed to table this topic until the Boathouse Committee had a change to revisit the subject.

Cynthia Rosengren advised that to improve the community involvement in recycling and to get more owners to recycle the Conservation Core was started. She asked that the civic groups in the community be more mindful of recycling waste after events. She requested that the Board of Trustees be more mindful of recycling cans, plastic bottles, and paper after their meetings to set and example for the community. Mrs. Rosengren thanked Mr. Besenfelder and the I'On Company for paying their landscape crew to clean up the builders lots. She asked if the I'On Assembly would set aside money to contribute and support the Conservation Cores efforts. Mr. Wilcox advised that budget season begins in October and the I'On entities will be asked to send in requests for budgeted funds. Mr. Clem asked Mrs. Rosengren to have their group look into having hazard waste pickup in the community or a drop off locations and she advised that they have already begun working on that. The last comment that she had was that the group has signs for the entrances advising of when recycling days are and that they would be put out prior to the scheduled pick up date.

AMCS Report
AMCS reported the following account balances as of July 18, 2007:
Operating Account $7,990.34
Fidelity Investment Account
Capital Reserve Funds $338,947.11
Operating Funds in Reserves $196,450.66

AMCS stated that the Board of Trustees meeting packet was sent out on July 20, 2007 to the Board of Trustees giving them a chance to review the operating statement, twelve month trend, balance sheet, open and closed work orders. AMCS asked the Board of Trustees if there were any questions regarding these reports. There were no questions from the Board of Trustees. The violation report, collection report, and lien report were discussed in executive session.

Board of Trustee Communications
Alan Barbieri advised that he continues to work and using email to communicate with fellow Board of Trustees is very convenient, as he does not have to stop work to make a phone call when he can just use email. Furthermore, he resents demeaning and derogatory information posted on the website regarding the Board of Trustees, as they are volunteers and neighbors.

PD Amendment
Chad Besenfelder advised that once Vince Graham returns from out of the country they would review the revised PD amendment. Ward Mundy suggested that the I'On Assembly and I'On Trust share the cost of the Creek Club and parking lot. He also asked Mr. Besenfelder if he could see costs currently involved with operating the Creek Club and he said he could get the information to him.

Mr. Besenfelder advised that he is working on the entrance to Mathis Ferry Road from the I'On Club for the East Cooper Montessori Charter School and I'On Club traffic. He advised that he was trying to make the entrance an either turn entrance.

Mr. Besenfelder advised that he requested the State of South Carolina to clean up the traffic circle on Mathis Ferry Road at the N. Shelmore Blvd. entrance and possibly repair the curb and plant some trees.

Mr. Besenfelder informed the Board of Trustees that he had met with the resident of Hobcaw to campaign for the Muirhead Road entrance however; this was going to be an uphill battle.

Transfer Fee
Alan Barbieri advised that at a previous meeting the Board of Trustees agreed to have him revive the transfer fee vote so he is currently working with Mary Mundy on this project and they are still on schedule for having an update by September.

Finance Committee
Ed Clem advised that the June monthly financial statement shows expenditures of only $14,005 for June, versus a budget of $36,100. However, due to some bills incurred in the month that were not paid on time, some $20,000 in bills for June will be paid in July, taking us near our budget for the month. Additionally, adding these costs, the first half of the year will be very close to the budgeted expenses of $217,000. As expected, the costs for irrigation have increased dramatically with the onset of summer, compounded by the drought and malfunctions in some of the irrigation system zones, which have since been corrected. As a result, the irrigation costs, year to date, are about $8,500, which is unfavorable by $2,600. The electricity usage, except for the street light budget that is below budget is also unfavorable by some $1,700 for two main reasons. The I'On Assembly had not anticipated the additional electric costs associated with running the new aerators the I'On Company installed in the two lakes and canals last year when the budget was prepared, and adding new landscape lighting, and repairing lighting that was not functioning has added costs not in the budget.

On the revenue side, the I'On Assembly is unfavorable by about $16,000 due to some 23 home/lot owners that have still not paid their annual fees. These accounts, now nearly six months overdue have been turned over to the I'On Assembly's attorney for filing of liens against these accounts. This unfavorable deviation of $22,400, including late fees, interest and administrative costs is partly offset by some fines that have been collected, these undesirable sources of revenue are not budgeted for, and interest on our operating funds amounting to $6,200 versus a budget of $5,000.

As of July 25, 2007, the I'On Assembly has nearly $10,000 in the checking account and $196,450 in the Fidelity money market account. The bills for July have all essentially been paid, so the $206,000 spread out over the remaining five months of this year results in a monthly "allowance" of about $41,000 to stay within budget for the year. Mr. Clem advised that the Landscape Committee will report on quite a bit of work that needs to be done in the community but the I'On Assembly should be okay on expenses, provided the spending is watched carefully.

Landscape Report
Alan Barbieri reported that he and Ed Clem had met with Lawn-O-Green and a turf consultant and each party's recommendations were consistent with one another's. He advised that he had Lawn-O-Green test the water and soil so they could arrive at a proper fertilization program for the lawn in the common areas and that this program had recently begun.

Mr. Barbieri advised that Lawn-O-Green has aerated the common area lawns, as this was long over due and that both Lawn-O-Green and the turf consultant agreed that this is imperative to the success of the turf.

Mr. Barbieri met with Chad Besenfelder regarding the irrigation on Maybank Green and that the I'On Company agreed to pay the cost of the needed repairs to the irrigation system in this location along with the cost for installing sod along the curb strip on the N. Shelmore Blvd. side of Maybank Green.

Mr. Barbieri advised that a meeting with the Wertimer Group regarding the ground cover and trees in Perseverance Park and Patience Park is needed to discuss the poor conditions of these areas.

The Landscape Committee has agreed to screen the meter and electrical boards with plantings because after further investigation reducing the size requires permits, an electrician, a plumber and a carpenter and the resulting cost would be prohibitive.

The mowing program has been amended to enhance the coverage as discussed with Lawn-O-Green and the turf consultant. The centipede will be cut two to three inches in height and Maybank Green be been being cut properly.

Barbara Fry is coordinating the production of a new landscape contract. Mr. Barbieri expects input from Mrs. Fry, Carter Fox, Harriet Ripinsky, Lawn-O-Green and others. Ed Clem had made a copy of the Community Associations Institutes landscape manual for Mrs. Fry to use as a reference.

Mr. Barbieri advised that the Westlake park plantings are in terrible condition. Lawn-O-Green reported that they have replanted several shrubs and they have continued to not do well in this location. Mr. Barbieri has ordered soil testing for this area and contacted Andrew Smith, a Landscape Architect, to consult on rehabbing this area.

Lawn-O-Green continues to work on developing a calendar schedule of landscape maintenance.

Everett Wilcox asked what the status was on deeding the I'On Square to the I'On Assembly. Mr. Barbieri advised that he would check with Chad Besenfelder on the status of this being done.

Parking
Everett Wilcox advised that he received an email from Brad Morrison with the Town of Mount Pleasant about streets that he had questions on regarding marking the available parking spaces. He will forward the email to the Board of Trustees. Mr. Wilcox reported that he Town of Mount Pleasant is continuing to mark parking space as they have time to get to it.

Infrastructure Committee
Dwain Ray advised that vandalism to the infrastructure in the common areas appears to be down. He also advised that the benches had been installed by Lawn-O-Green at the lakes and Maybank Green.

The Board of Trustees authorized AMCS to have Lowcountry Mulch install 27 cubic yard of mulch around the perimeter of the Eastlake Road playground area at a cost of $1,150. AMCS will contact Lowcountry Mulch to set up the installation.

Lakes and Canals
Len Hansen advised that the test result had come back on the water samples taken from the lakes and canals and they show that the lakes and canals are safe for swimming. He advised that he was working on a balance between nature and aesthetics. Dwain Ray agreed to come up with a plan to clean the bottom of the lakes and canals of any large debris. Mr. Hansen advised that he authorized AMCS to have Estate Management proceed with the installation of the bubbler for the retention pond on Saturday Road. AMCS advised that the bubbler was installed yesterday.

Mr. Hansen will speak to Estate Management about maybe needing more carp for the lakes. He will also work on a procedure schedule for the treatment of the lakes and canals.

Rookery
Alan Gentry advised that he is working with AMCS to have a contractor replace the spiral staircase on the rookery tower with a wooden staircase and that kids are continuing to knock the bollards loose on the towers.

Playground
It was reported at the Hopetown Road playground the shovel toy may be installed upside down and could become a hazard. The Infrastructure Committee will review this matter further.

Leadership Initiative
Alan Barbieri advised the he is working with Susan Marlowe to put on a event one night at the Creek Club so interested residents can find out information on how to be on the Board of Directors or involved with other groups.

Bench Program
Everett Wilcox asked Theresa Green to make the publication of the bench program a priority for the Communications Committee. It was suggested putting it on the website via an e-form, in the monthly newsletter, and in the quarterly Board of Trustee newsletter.

Communications Committee
Theresa Green reported that there was not a Communication Committee meeting in July. She advised that the Annual Night Out event is not being pushed by the Town of Mount Pleasant this year. The Communications Committee did not feel the need hold the event without the support from the Town of Mount Pleasant.

The Board of Directors agreed that the next edition of the Board of Trustee newsletter would be sent out after the next Board of Trustee meeting so that it could include an update on the PD amendment. Cynthia Rosengren reminded Mrs. Green to include the directory survey with this edition of the Board of Trustee newsletter.

East Copper Montessori Charter School Agreement
The Board of Trustees agreed to table this topic until the East Copper Montessori Charter School is occupied in September.

Soccer Field Goal Repair
The Board of Trustees authorized AMCS to hire a welder that could fix the soccer goal even if they did not have the required workers compensation insurance, as the contractor would be covered under the I'On Assembly's workers compensation policy.

Boathouse Modifications
Dwain Ray advised that he wished to withdraw his previous motion that called for the addition of one wall to the lower level of the boathouse instead of removing two walls as had been planned. Everett Wilcox asked Mr. Ray to be involved with the Boathouse Committee on reviewing the future modifications.

I'On Design Committee Liaison/Compliance Committee
Ted Webb advised that the Compliance Committee continue to work on violations throughout the community including appropriate boat screening.

Creek Club Usage Report
Alan Barbieri advised that the Amenity Committee met last year to review the Creek Club usage by each I'On entity and determine the following year's rates to rent the Creek Club from the I'On Company. He advised that the committee would reconvene to work on 2008 fees.

Community Association Institute Guidelines

Ward Mundy made a motion to approve the purchase of the Community Association Institute Practitioner CD-ROM for $348.00. Dwain Ray seconded the motion. All in favor. Motion carried.

Everett Wilcox will review the Community Association Institute publication usage to determine if it can be reproduced for each Board of Trustee to review at their leisure.

Full Time Manager
AMCS quoted the cost for a full time manager at $45,000. This price does not include setting up an office or the monthly management fee; this only covers the managers' salary. The Board of Trustees agreed that Ted Webb, Ed Clem, and Ward Mundy would set a meeting with AMCS to review the matter in more detail.

Meeting Adjourned to Executive Session.

Next meeting will be held on August 22, 2007 at 5:00 PM at the Creek Club.

_____
Theresa Green, Secretary

I'On Assembly
Preliminary Board of Trustees Meeting Minutes
August 22, 2007

Members Present	Dr. Alan Barbieri, Ed Clem, Dwain Ray, Ward Mundy, Everett Wilcox, Ted Webb, and Theresa Green
Guests	Annie Bonk, Libby Eble, Chad Besenfelder, Vince Graham, Dave Rosengren, Cynthia Rosengren, Jack Hamilton, Lou Dardozzi, and Bob Hervey
AMCS	Cheryl L. Wilson

Alan Barbieri called the meeting to order. He welcomed everyone in attendance and briefly ran through the agenda.

Minutes

Ed Clem made a motion to accept the July 25, 2007 Board of Trustees meeting minutes with a few grammatical errors. Everett Wilcox seconded the motion. All in favor. Motion carried.

AMCS Report
AMCS reported the following account balances as of August 16, 2007:
Operating Account $40,607.62
Fidelity Investment Account
Capital Reserve Funds $341,028.97
Operating Funds in Reserves $157,358.54

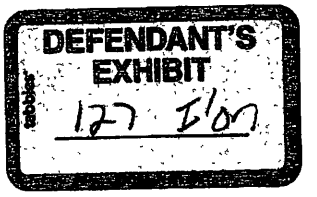
AMCS stated that the Board of Trustees meeting packet was sent out on August 16, 2007 to the Board of Trustees giving them a chance to review the operating statement, twelve month trend, balance sheet, open and closed work orders. AMCS asked the Board of Trustees if there were any questions regarding these reports. There were no questions from the Board of Trustees. The violation report, collection report, and lien report were discussed in executive session.

PD Amendment
Chad Besenfelder distributed copies of the proposed amendment to the planned development zoning ordinance.

Vince Graham reviewed the revised PD Amendment. It was as follows:

Proposal to Amend I'On "Planned Development" Zoning Ordnance
Presented to the I'On Assembly August 22, 2007
Proposal valid through December 31, 2007

Proposed Change: Increase the total permitted home sites in the neighborhood not to exceed 48 lot from 762 to a maximum of 810. This will include up to 43 residential homes sites in Phase 11 and converting the Creek Club overflow parking area into five residential homes sites with a portion reserved for event parking. Add an additional entrance and roundabout at Muirhead Road and future Jane Jacobs Street.



The development has 11 residential units available. The following outlines these final 11-unit uses:

- Convert CM-12 and CV-8 at the intersection of Shelmore and Montrose to three residential homes istes.
- Convert CM-9 at the intersection of Ponsbury Road and Sowell Streets into three residential homes istes.
- Convert CV-10 on Civitas Street near the I'On Club into two home sites and/or community/school park.
- Subdivide Lot 350 on North Shelmore near the I'On Square into two lots.
- Assign remaining two units to complete the Jefferson Canal project.

If approved by Town Council, The I'On Company will contribute $60,000 for each additional lot. This equates to a donation of up to $2.88 million, and will be disbursed on or before Phase 11 development loan closing, anticipated to take place within 180 days of the PD amendment approval by Town of Mount Pleasant. The donation will be split as follows:

- Up to $670,000 to the I'On Assembly, Inc.
- Up to $670,000 to the I'On Trust.
- Up to $670,000 split evenly among community church organizations.
- Up to $670,000 to the East Cooper Montessori Charter School.
- $200,000 to design and construct roundabout entrance at Muirhead Road.

Donation conditions:

- Before moving forward, this amendment must be endorsed by the Board of Trustees of the I'On Assembly.
- The I'On Assembly Board agrees to lead the effort to obtain town and SCDOT approval for the Muirhead Entrance. The I'On Company will help prepare necessary documentation including encroachment permits, applications, and offer financial support for entrance construction.
- The I'On Assemlby Board agrees to be a co-applicant with the Trust, churches, and Montessori School on the Application for Amendment.
- A representative from the I'On Assembly Board will assist with the presentation of the amendment during the Mt. Pleasant Planning Commission and the Mt. Pleasant Town Council meetings. Other presenters are anticipated to include the Very Reverend John Burwell of the Church of the Holy Cross, Father Jay Parker of the Church of the Holy Ascension, Anne Register of the I'On Trust, and Jody Swanigan of the Montessori School. The I'On Company will prepare all documentation and provide logistical and financial support for the application.
- The monies contributed shall go toward public art, capital reserve accounts, facilities, or other endeavors that contribute to the long-term beauty and/or financial health of the neighborhood. Each organization must submit a plan to the I'On Company for the handling of these monies for I'On Company approval.

Creek Club Sale Proposal

The following pages describe the Creek Club and one option to modify the overflow parking area. This is simply a preliminary plan and The I'On Company is willing to discuss more opportunities with the HOA.

Current Proposal:

- I'On Assembly to purchase the Creek Club for $700,000.

- Overflow parking will be converted into five home sites with portion reserved for event parking.
- The I'On Club will modify parking to provide approximately 50 off street spaces for events. This is ample room for events up to 150 guests. Average Creek Club event is 125 guests.
- The I'On Club will provide the I'On Assembly operational information to help evaluate revenue and operational cost. See following pages for more information.

This proposal is valid through December 31, 2007.

Chad Besenfelder advised that there is no planned commercial lots for phase eleven. There will be a time limit for homes to be built within phase eleven. The lots will be sold in groups to builders, so that it is easier to monitor and make sure homes are built within the proper time frame. Garages in phase eleven will face the rear of the lots.

Chad Besenfelder advised that the I'On Company is continuing to work with the Town of Mt. Pleasant on having a entrance at Mathis Ferry from Ponsbury Road to help alleviate the traffic from the East Cooper Montessori School; however, Mathis Ferry Road is a state road and it probably be easier to include the entrance in the PD Amendment and have the entrance go from Ponsbury Road to Eastlake Road near that entrance.

Alan Barbieri thanked Chad Besenfelder and Vince Graham for their time. The Board of Trustees will review and discuss the proposal at a later date.

Creek Club Boating Facility

Chad Besenfelder advised that the boating ramp is open to all residents (members and non-members of the I'On Club) of the I'On Assemlby. The boating ramp is also open to any Olde Park resident that is a member of the I'On Club. There is a $25.00 annual fee for the boating ramp key and decals for their boats. There is not a charge to walk out on the dock. A homeowner asked what the rules were in the agreement for the use of the Creek Club boating facility. Chad Besenfelder will forward the agreement to the I'On Assembly Board of Trustees to review and post on the website. Everett Wilcox advised that on any given weekend the Creek Club parking lot and Saturday Road are congested with trucks and boat trailers and he would like the I'On Company to enforce the rules for the boating facility. Everett Wilcox also advised that it is not just residents causing the problem but the contractors that work in I'On. Chad Besenfelder advised that the agreement calls for the I'On Assembly to contribute to the cost of the boating facility. The I'On Assembly contributes $4,000.00 annually; however, to enforce the rules will become more costly. Alan Barbieri advised that the Board of Trustees will work on forming an committee for these issues later in the meeting. The Board of Trustees acknowledge that there is a great amount of concern in the community regarding the issues at the Creek Club boating facility and they will work diligently to address all the concerns posted on the website and brought up at this evening's meeting.

I'On Assembly Committee

Dave Rosengren made a motion to formally adopt the Landscape Committee, Parking/ Traffic Committee, Infrastructure Committee, Finance Committee, Communications Committee, I'On Design Committee Liaison/Compliance Committee, and the Boathouse Committee. Theresa Green seconded the motion. Six are in favor and one opposed. Motion carried.

Ward Mundy asked where the scope of work was for each committee. Alan Barbieri advised that he wanted to make sure the Board of Trustees wanted to have these committees then the scope of work would be discussed at a later time. Ward Mundy was concerned that some of the committees had not met in years. Alan Barbieri said that all the committees are active; however, the Boathouse Committee was asked to become active again at the last Board of Trustees meeting.

Ed Clem made a motion to formally adopt an Amenities Committee. Dave Rosengren seconded the motion. All in favor. Motion carried.

Alan Barbieri made a motion to formally adopt an Leadership Development Committee. Dave Rosengren seconded the motion. All in favor. Motion carried.

Everett Wilcox made a motion to formally adopt a Past Board of Trustee Committee. Ed Clem seconded the motion. All in favor. Motion carried.

Ted Webb made a motion to formally adopt a Boating Committee. Everett Wilcox seconded the motion. All in favor. Motion carried.

Alan Barbieri asked each Board of Trustee who chairs a committee to write a scope of work for that committee. The committee's structure and scope of work will be discussed at the next Board of Trustee meeting.

Landscape Committee
Alan Barbieri advised that the Landscape Committee has begun working on the landscape improvements and there is a long way to go; however, there is not a lot of money in the budget. Alan Barbieri advised that it is more evident each day that a transfer fee is needed. He is working on compiling information on how the Board of Trustees will proceed on trying to implement a transfer fee. If a transfer fee was in place it could free up funds in the operating budget that are currently being put in reserves. The funds could be used to improve, enhance, and maintain the landscaping and infrastructure in the community. The capital reserves do not cover any expense caused by a hurricane. Alan Barbieri hopes to have a set of landscape specifications by the next meeting.

Transfer Fee
Ted Webb advised that the transfer fee would be based on a percentage of the sales cost on re-sales. Everett Wilcox advised that if a transfer fee is not passed then each home/lot would be charged a special assessment. Ted Webb explained a transfer fee as a funding vehicle for a future need. Alan Barbieri and Ted Webb will work together with fellow Board of Trustees.

Traffic Committee
Everett Wilcox reported that the Town of Mount Pleasant continues to work on marking the parking spaces on the street. Ed Clem asked when signs advising of the parking rules would be in place. Everett Wilcox thought it would be done once all the parking spaces are marked, the signage should be installed.

Brad Morrison with the Town of Mount Pleasant has received a request from Mr. and Mrs. Acker of 34 Eastlake Road asking if they could modify the on street parking space in front of their home.

Everett Wilcox does not see any reason why the Board of Trustees should object. The Board of Trustees agreed. Everett Wilcox will advise Brad Morrison.

Infrastructure Committee

- Chad has gotten contractors who are building homes along the Westlake pathway on the West side to give attention to special drainage of rainwater into the lake and care to eventually restore the conditions of the pathway itself. With less water going into the grassy lakefront, we expect the soggy conditions to improve.
- During the last heavy rains, a washout occurred on the marsh trail on the Frogmore side of the Isle of Hope/Frogmore bridge. Much prior work has been done on that by the Developer. Chad has agreed to do further work on that area of the trail to avoid future erosion problems.
- The soccer field play area is getting much soon.
- Len Hanson will speak on lake, pond, canal issues.
- Work is proceeding on scheduled power washing and painting of various I'On common area structures (Cheryl has schedule)(Fred McIntyre manages).
- Repairs to Rookery view station structures being undertaken (Alan Gentry and Cheryl).
- Vendor is removing a dangerous steam shovel type play toy in the Hopetown playground park. Vendor will come up with ideas for a replacement.

Aerator pipe floating to surface again, AMCS will contact Estate Management for a more permanent fix.

Alan Barbieri advised that he has purchased polyester labels and are being tested before additional labels are purchased and installed.

Fred McIntyre advised that power washing and painting was a concern with bare wood now on some of the infrastructure.

Finance Committee

$40,000.00 to $16,000.00 due to current bills. As long as spending stays on track then the I'On Assembly should be on budget.

Approximately $5,000.00 for Eastlake irrigation pump was paid out of operating and should have been paid out of reserves along with benches for the boathouse, these funds could be paid back to the operating account.

Centralized Irrigation

Alan Barbieri received a ballpark estimate of $30,000.00 from Lawn-O-Green who works with Hunter. Everett Wilcox would like to see this in the 2008 budget. Alan Barbieri will work on a accurate estimate.

Communications Committee

The next meeting will be held on September 30, 2007. The fall newsletter will go out in early September. The communications committee is working on the next edition of the directory.

I'On Design Committee Liaison/Compliance Committee
Ted Webb is working diligently to enforce the covenants and restrictions. Between the I'On Design Committee and AMCS, communications have greatly improved.

Creek Club Dock Monitoring
Alan Barbieri asked if this was something the Boating Committee would handle. The Board of Trustees agreed to first review the user agreement and then discuss.

Approval of Postings on Behalf of the Board of Trustees
All required postings go through AMCS posed by AMCS for the Board of Trustees. All postings to have been approved by the Board of Trustees.

Agendas
The agendas will be posted ten days before the meeting. AMCS will work with the Communications Committee.

September Executive Meeting
The executive meeting will be held on September 20, 2007 at 7:00 PM. Theresa Green will try to reserve a home, there is no need for AMCS to attend.

Buy A Turtle
The I'On Company spent $5.00 to sponsor Tommy the Turtle in Advent Turtle. South Carolina Charleston Aquarium will probably have Tommy Turtle auctioned at $3,500.00. September 15, 2007 is the auction day. Alan Barbieri to post another message on the message board.

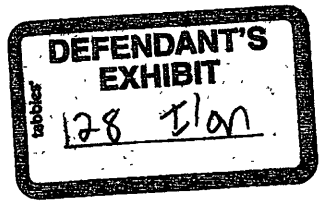
Zoning Appeal
It is a done deal.

Sugar Ants
AMCS will get proposals from Lawn-O-Green.

Meeting Adjourned to Executive Session.

Next meeting will be held on September 26, 2007 at 5:00 PM at the I'On Company Upstairs Conference Room.

_____
Theresa Green, Secretary



I'On Assembly
Preliminary Open Board of Trustees Meeting Minutes
September 26, 2007

Members Present	Dr. Alan Barbieri, Ed Clem, Dwain Ray, Ward Mundy, and Theresa Green
Members Absent	Everett Wilcox and Ted Webb
Guests	Chad Besenfelder, Lou Dardozzi, George Flynn, and Alan Gentry
AMCS	Cheryl L. Wilson and Helen L. Postell Hutson

Ed Clem called the meeting to order.

Minutes

Alan Barbieri made a motion to accept the September 22, 2007 Board of Trustees meeting minutes with a few grammatical errors. Theresa Green seconded the motion. All in favor. Motion carried.

AMCS Report

AMCS reported the following account balances as of September 12, 2007:
Operating Account $18,071.84
Fidelity Investment Account
Capital Reserve Funds $341,028.97
Operating Funds in Reserves $157,358.54

AMCS stated that the Board of Trustees meeting packet was sent out on September 25, 2007 to the Board of Trustees giving them a chance to review the operating statement, twelve month trend, balance sheet, open and closed work orders. AMCS asked the Board of Trustees if there were any questions regarding these reports. There were no questions from the Board of Trustees. The violation report, collection report, and lien report were discussed in executive session.

Votes to be put on the Record

Dwain Ray made a motion to accept Lawn-O-Green's proposal dated August 27, 2007 for $5,560.00 to repair the Westlake pump station at the Amphitheater. Ward Mundy seconded the motion. All in favor. Motion carried.

President of the Board of Trustees

Alan Barbieri made a motion to appoint Ed Clem as president of the Board of Trustees until his term expires on December 5, 2007. Theresa Green seconded the motion. All in favor. Motion carried.

I'On Company Update

Chad Besenfelder advised the Board of Trustees that the I'On Company has applied for an encroachment permit from the Town of Mount Pleasant for the mountable curbs on Latitude Lane; north section of Ionsborough Street; and McDaniel Lane. Chad Besenfelder advised that the Town of Mount Pleasant wants a letter from the I'On Assembly advising that should there be a fire in I'On and a fire truck mounts a curb and causes damage to the curb, the I'On Assembly will incur

the cost of the repair. The Board of Trustees agreed and asked Chad Besenfelder to draft a letter for Ed Clem's signature.

Chad Besenfelder advised that the Town of Mount Pleasant has approved parking on Sanibel Street and Rialto Road.

The Board of Trustees asked Chad Besenfelder to get a letter from the Town of Mount Pleasant advising that the curbs and parking will be okay for Sanibel Street and the street is accessible by emergency vehicles. Chad Besenfelder advised that he would speak to Vince Graham about a letter from the Town of Mount Pleasant, and if he could get a letter from the Town of Mount Pleasant the I'On Company would consider installing mountable curbs on Sanibel Street.

Park Enhancements
Chad Besenfelder and Alan Barbieri met with Wertimer Landscape Architects about enhancing I'On Square, Perseverance Park, and Patience Park. Chad Besenfelder advised that he is still working on Patience Park; however, the following recommendations were made for the I'On Square and Perseverance Square:

I'On Square

1. Adjust irrigation so that each red maple has drip tubing around each tree. It's preferable if the trees are on a separate zone you can control how much water they get. If the maples still do not perform like you want, Chinese Pistachio is a good alternate.
2. Replace the rosemary with a creeping dwarf variety that you do not have to clip.

Perseverance Square

1. Limb up the sycamores to +/-8' depending on branching structure.
2. Sod the areas where the vinca is. Make sure the irrigation is correct, as we saw very wet and very dry areas.
3. Remove the lower limbs of the sago palm, and move the agapanthus to another location.

Alan Barbieri asked what the status was on deeding over the I'On Square Park to the I'On Assembly. Chad Besenfelder advised that Vince Graham was not sure whether to deed it to the I'On Assembly or the IS?. Chad Besenfelder will discuss the topic with Vince Graham.

School Parking and the Club Entrance to Eastlake Road and Mathis Ferry
Chad Besenfelder advised that lot CV-10 is being re-grated and zoned to make room for additional parking for the school and the club.

Chad Besenfelder is working with the Town of Mount Pleasant on installing a full entrance form the club parking lot, his back up plan is a right hand exit only onto Mathis Ferry Road.

Chad Besenfelder also reviewed extending the road from the club parking lot to Eastlake Road near the Eastlake mail house. Chad Besenfelder advised that there is an additional wooded area between the club and Eastlake Road which the I'On Company is discussing having a primary school built.

Creek Club Boating Facility Operation and Parking
Chad Besenfelder gave the Board of Trustees a list of boat owners who have registered their boat with the I'On Company. Chad Besenfelder also advised that the I'On Company will look at requiring a decal on the boats and trailers rather than just on the boats.

Ed Clem suggested the I'On Company look into hiring off duty police officers to patrol the Creek Club dock. Ward Mundy suggested hiring a college student in the summer months.

The Boating Committee will meet with Chad Besenfelder to discuss issues and suggestions.

Chad Besenfelder advised that he had read the use agreement for the Creek Club and the agreement needs to be discussed. Ed Clem advised that the Board of Trustees have been waiting for the I'On Company to address it.

Chad Besenfelder would like to have the use agreement reviewed by mid-November. The Boating Committee will meet with Chad Besenfelder and come up with a proposal for funds in 2008.

Chad Besenfelder advised he would like to turn over the community docks. Ed Clem advised that the docks are not in any condition to be turned over to the I'On Assembly. The Board of Trustees suggests to Chad Besenfelder to meet with Matt Walsh on Saturday Road as he has inspected the docks thoroughly. Chad Besenfelder advised that he would look into the needed repairs; however, the use agreement calls for reimbursement on the I'On Assembly's half. Ed Clem advised that the agreement is for shared management, not the maintenance from the beginning. Chad Besenfelder agreed.

Property Turnover
Chad Besenfelder will advise of a schedule for the turnover of the Amphitheater and phase seven. The Board of Trustees asked that this be scheduled in November 2007. Chad Besenfelder agreed and will advise the Board of Trustees of a tentative date.

Rookery Restoration Project
Chad Besenfelder shared with the Board of Trustees a proposal from Newkirk Environmental, Inc. The Board of Trustees asked Chad Besenfelder to get answers from Newkirk Environmental, Inc. on why would the sections of the Rookery paths need to be closed. Ed Clem advised that the Board of Trustees will hold a informational meeting on this topic at the Creek Club on Wednesday, October 17, 2007 at 7:00 PM.

Building and Lot Sale Update
The I'On Company currently owns forty-one lots and are working to sell the lots. The I'On Company is working hard to have the purchased lot built upon. Ed Clem advised that he will speak to the Realty Department on the number of lots to be sold through 2007 and then 2008.

Miscellaneous Enhancements
- Hopetown marsh walk truss were replaced by the I'On Company even though the damage was caused by vandalism. Chad Besenfelder will forward total invoice to AMCS for payment. The Board of Trustees agreed.
- McDaniel Lane alley sink hole was caused by a electric or utility contractor after the pavements was installed and the I'On Company is looking to the I'On Assembly to endorse

the cost for the report. The Board of Trustees agreed to split the cost fifty/fifty. Chad Besenfelder will review with Vince Graham and let the Board of Trustees know.

PD Amendment
The Board of Trustees agreed to be discussing the PD Amendment and will be having another meeting as soon as possible.

AMCS Manager Report
I'On Assembly
Prepared for the Board of Trustee meeting of September 26, 2007

Attended the Lake Subcommittee Meeting on 8/30/07

Sent monthly closing report to Cynthia Rosengren.
This month also included a report of all closing from 9/15/06 through 9/15/07 so that Mrs. Rosengren can review the website owners database against the AMCS owners database in preparation of compiling the 2008 directory.

Sent the October Board of Trustees meeting date to Carol Williams to be posted in the newsletter.

Attended Infrastructure Committee Meeting on 9/19/07
Obtaining bids on various maintenance items that need to be completed in 2008.
Working with Wakefield Recreation on the maintenance items to be done in 2007 and possible projects for 2008

Obtaining bids on installing a centralized irrigation system.
One bid has been received thus far. Lawn-O-Green had a meeting with both the Hunter and Rain Bird companies earlier this week and a bid should be forthcoming.

Posted various items on the community website.
Including various documents and the agenda by the 9/12/07 deadline.

Off Duty Police Schedule
Compiled a schedule for the off duty police patrols. The scheduled is based on the days the Charleston County's schools calendar. The schedule is set for October though January 2008.

Compiling a draft 2008 budget for the Finance Committee to review.

190 North Shelmore Boulevard
Marty Schussel asked what are the goals the Board of Trustees are trying to reach on the PD Amendment. Ed Clem advised that the Board of Trustees are reviewing all comments they have received from owners and are taking all owners comments into consideration. Marty Schussell asked if the Board of Trustees would publish their goals. Ed Clem advised that the meeting minutes are posted.

Transfer Fee
Alan Barbieri said the Board of Trustees needs to pass the transfer fee because there is constantly more funds needed to support the community items.

Landscape Committee
The Landscape Committee is working on the landscape contract which will be reviewed by Milton Langley, turf expert, and Michael Murphy, tree expert, before it is put out to bid.

Lawn-O-Green prepared a monthly calendar of their work schedule and the associated cost.

Alan Barbieri has given AMCS a design plan from Andrew Smith to be put out to bid to three landscapers. Alan Barbieri hopes to have the plan implemented in January 2008.

Sycamore trees to be limbed up to six to eight feet in the winter. Alan Barbieri asked AMCS to get bids on this project.

Maybank Green being over seeded is being done in accordance to turf expert, Milton Langley.

The Landscape Committee has AMCS working on obtaining bids on a centralized irrigation system, which will be better to keep costs down on irrigation bills over time.

Infrastructure Committee
Dwain Ray advised that AMCS reported on the Infrastructure Committee and he thanked AMCS for organizing the work on the playgrounds and infrastructure items.

Alan Gentry advised that the new steps in the Rookery tower are great and thanked AMCS on getting the project completed.

Dwain Ray advised that Len Hanson is working with AMCS on the lake and canals and he is working on the cost for stocking the lakes with vegetation and algae eating fish.

Dwain Ray is working on signs that may need to be addressed and he will forward the information to AMCS as they know who to delegate the work to.

Finance Committee
Tentative Finance Committee Report – September 2007

For the eight months ending Aug. 31, 2007 we have incurred expenditures of $303,634.34 against a budget of $289,315.70, for an unfavorable deviation of $14,318.64. This unfavorable deviation is almost completely offset by our actual revenues of $443,530.01 versus a budgeted expectation of $430,682.64 for a favorable deviation of $12,847.37. In addition, early in the year we transferred the budgeted amount of $94,027 into the Capital Reserve Fund, so that budget item has been satisfied.

This spending level represents an average monthly rate of about $38,000. As of today, we have already paid most of the bills due in September. We have a little less than $9,000 in our checking account, and $133,000 in a money market account at Fidelity, so that $142,000 will allow us to spend at budget amounts for the remainder of the year, as we have sufficient funds. Having said

that, we need to watch expenditures closely as we have deferred some planned and budgeted landscaping enhancements to the fall. Additionally, as you heard from our Landscape Committee chair, we are experiencing some extra costs to deal with a program to bring our common area grass, trees and shrubs to a more acceptable state.

Specific areas where costs have significantly exceeded budget are Repairs, where we are some $13,000 unfavorable. Two items account for all of this, some $4000 to repair the lining, and replace the damaged submerged lighting of the reflecting pool at Perseverance Square, and almost $10,000 to install the Duratherm speed calming strips on North Shelmore, Sowell and Eastlake roads as an attempt to slow down speeding in these areas. Repairs to our aging irrigation system, power washing and painting all the mailbox stations as well as the fences around several of our playgrounds, and mulching some areas that were not budgeted account for other expenditures well above budget.

Our Capital Reserve Fund is now $343,255 versus a beginning balance of $233,783 due to our early contribution as stated above of the $94,027 to this fund which has allowed us to earn over $8000 in dividends and interest on this money, all of which is invested in US Treasury bills.

Communications Committee
John Parker stated the church is completed in November 2007. The parishners to finish the interior and it will be part of the home tour.

The Communications Committee is working on the 2008 directory and Theresa Green will e-mail the different entities on the needed information for the directory.

The Communications Committee is working on a database of volunteers though an outsource company. AMCS advised that it can be done though the current website. Theresa Green asked AMCS to attend the Creek Club meeting to review the issue.

Committee Charter
Hugh Wilder presented the Board of Trustees with the Boathouse Committee Charter. The Board of Trustees agreed to tabled the discussion of the Boathouse Committee until after the I'On Assembly insurance agent reviews this information. The Board of Trustees asked AMCS to forward Patrick Smith with Nationwide to review the Boathouse Committee Charter. The Board of Trustees asked Hugh Wilder to make a recommendation to have the Board of Trustees to how the Boathouse Committee plans to recruit new members.

Theresa Green advised that Carol Williams will resign from the community newsletter after December 2007.

Alan Barbieri advised that the volunteer night will be postponed for 2008.

The Board of Trustees reviewed the Boating Committee Charter that was drafted by Ward Mundy. Ed Clem asked Ward Mundy to draft with proposed changes made. The changes are as follows:

- Change name to: **Creek Area Boating Committee**
- To limit the scope of the committee's responsibilities to the creek area as the Board has intended, words should be added as below (words in italics and underlined should be added).

Purpose and Responsibilities: The *Creek Area* Boating Committee is commissioned by and reports to the Board of the I'On Assembly. The committee's purpose shall be to promote the active and satisfying use of the *creek area* boating amenities including the *creek area* waterfront in the I'On Community. The committee is responsible for advising the Board on *creek* boating-related matters including the community boat ramp, the community *creek area* docks, boat, and boat trailer parking, enforcement of rules pertaining to the above, insurance of boating-related facilities in *the creek area* of *the* I'On Community, and utilization and interpretation of the easement between the I'On Assembly and the I'On Company and its subsidiary organizations including the I'On Club.

AMCS recommended that the final versions of each committee be put in one document with the approval date. The Board of Trustees agreed.

The Board of Trustees reviewed the Communications Committee Charter prepared by Theresa Green.

The Board of Trustees agreed to table the Covenants Committee due to recent events that were discussed in executive session. The Board of Trustees agreed.

The Board of Trustees reviewed the Landscape Committee Charter prepared by Alan Barbieri.

The Board of Trustees reviewed the Finance Committee Charter prepared by Ed Clem.

Conservation Corps Web Module
Cynthia Rosengren asked the Board of Trustees if the Creek Club could use a module of the I'On Assembly website to set up information on the Creek Club. The Board of Trustees agreed.

I'On Amenities Standards
Alan Barbieri advised that the I'On Amenity Standards Committee will be revisiting the amenities standards especially the requirements for owners throwing events for owners.

The Board of Trustees reviewed the Past Board Member Committee Charter.

The Board of Trustees reviewed the Infrastructure Board Charter.

Suggestion Box
Ed Clem asked Ward Mundy to set up the I'On Suggestion Box so that he is copied on each message and the rest of the Board of Trustees. Ward Mundy asked each Board of Trustee who wants to be set up to send him an e-mail.

Basketball Court
The Board of Trustees discussed a request they received from an owner for a community basketball goal. The Board of Trustees authorized AMCS to send an e-mail bulletin posing the issue to the community.

Nominating Committee

Alan Barbieri made a motion to nominate Everett Wilcox as chairperson of the Nominating Committee. Dwain Ray seconded the motion. All in favor. Motion carried.

Alan Barbieri suggested Everett Wilcox review the by-laws and review for a candidate's night at the Creek Club and the Nominating Committee pose a statement.

Ed Clem suggested staggering more Board of Trustee positions.

Meeting Adjourned to Executive Session.

Next meeting will be held on October 24, 2007 at 5:00 PM at the I'On Company Upstairs Conference Room.

_____

Theresa Green, Secretary

I'On Assembly
Preliminary Open Board of Trustees Meeting Minutes
October 24, 2007

Members Present	Dr. Alan Barbieri, Ed Clem, Dwain Ray, Ward Mundy, Everett Wilcox ,Ted Webb, and Theresa Green
Guests	Chad Besenfelder, Lou Dardozzi, George Flynn, Libby Eble, Dave Rosengren, Cynthia Rosengren, Barbara Fry, Tom Graham, Gregg Cooper, Len Hansen, Ward Reynolds and Alan Gentry
AMCS	Cheryl L. Wilson and Jamie Kerr

Ed Clem called the meeting to order.

Minutes

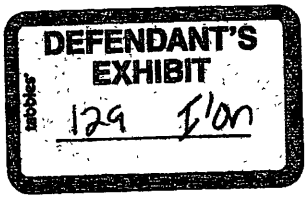
Alan Barbieri made a motion to accept the September 26, 2007 Board of Trustees meeting minutes with a few grammatical errors. Theresa Green seconded the motion. All in favor. Motion carried.

AMCS Report
AMCS reported the following account balances as of October 9, 2007:
Operating Account $4,889.03
Fidelity Investment Account
Capital Reserve Funds $343,254.00
Operating Funds in Reserves $133,050.05

AMCS stated that the Board of Trustees meeting packet was sent out on October 19, 2007 to the Board of Trustees giving them a chance to review the operating statement, twelve month trend, balance sheet, open and closed work orders. AMCS asked the Board of Trustees if there were any questions regarding these reports. There were no questions from the Board of Trustees. The violation report, collection report, and lien report were discussed in executive session.

Neighborhood Comments
George Flynn-221 North Shelmore Boulevard
Mr. Flynn sent an e-mail to the Board of Trustees about the Compliance Committee and would like to volunteer his time. He suggested that candidates identify where they should stand on issues as parking, reserve fund, if a new PD amendment is offered, website, and message board. Everett Wilcox thanked George Flynn for volunteering his time and advised that the Nominations Committee will hold a meet the candidates night at the Creek Club.

Ward Reynolds-11 Precient Street
Mr. Reynolds will be paying more attention to the I'On Assembly issues especially due to the posting on the website message board. Also, he asked that violations be more specific when letters are sent out and give more time for residents who are needing to paint their house, fourteen days is not feasible. The Board of Trustees advised that they have reviewed the violation procedure and this matter may resolve his concerns.



Libby Eble
Libby Eble is concerned that resident e-mail addresses and phone numbers are safe on the website. She asked the Board of Trustees to set guidelines for the use of the address book and information on the website.

Mr. Barnhill
Mr. Barnhill advised that he was concerned with the few number of residents that are in attendance of the meeting. He is also concerned with the controversy he has been reading e-mails sent out . Ed Clem advised that the Board of Trustees meets the fourth Wednesday of every month in the I'On Company upstairs conference room; however, there is never a large turnout to these meetings.

I'On Company Update
Chad Besenfelder advised that they are ready to proceed with having NewKirk Environmental explore the Rookery to determine the decline of the Great White Egrets and give recommendations on how to improve the Rookery.

Everett Wilcox made a motion to allow NewKirk Environmental enter the Rookery to complete the environmental study at the I'On Company expense. Ted Webb seconded the motion. All in favor. Motion carried.

Chad Besenfelder advised that the Town of Mount Pleasant advised them that it would be okay to have the mountable curb per the Board of Trustee requested that Chad Besenfelder drafted a letter for Ed Clem's signature that advised the Town of Mount Pleasant that the I'On Assembly will pay for any damages caused by vehicles driving on the mountable curbs.

Chad Besenfelder spoke with Vince Graham and Vince Graham believes it is in the best interest of the I'On Square park be turned over to the I'On Square. The Board of Trustees asked to speak to Vince Graham regarding this area. Chad Besenfelder suggested writing a letter to Vince Graham expressing their concerns. Chad Besenfelder's only concern is that the area be open to people that may want to have an art show. Ward Mundy suggests that the I'On Assembly finalize the amenity standards before they meet with Vince Graham. The Board of Trustees agreed.

Chad Besenfelder is still working on the fourth entrance near the club and a road from the club to Eastlake Road.

Chad Besenfelder is working on phase seven landscape plans to enhance the common areas. Will forward the cost for maintenance for the I'On Assembly budget.

Chad Besenfelder gave the Board of Trustees a letter regarding the boat ramp user agreement. Chad Besenfelder would like to bring a dock master to inspect the docks. The letter includes the estimate cost to operate the docks, costs to build the docks, and the dock user agreements.

Ward Mundy expressed his concerns regarding the docks being open to the public. He advised that the I'On Company has told the Board of Trustees that the docks are public, they are semi-private. He asked what would happen should a child, non-resident, drown in the Creek. Ward Mundy said the I'On Community would be in trouble. Chad Besenfelder warned about crossing areas off to the public, this community was never meant to be a gated community. The Board of Trustees agreed to work on this topic at a later time.

Chad Besenfelder advised that the I'On Company is working on an agreement for Jefferson canal. They are thinking of hiring a building to complete the job. Tom Graham advised that lot 129, 128, and 127 would be re-plotted to face Eastlake Road.

PD Amendment
Alan Barbieri suggested that due to all the work the Board of Trustees have done to come up with a set of parameters they need to take the concerns to Vince Graham. Ward Mundy expressed his concerns that the issue should be put to the vote of the owners. Ward Mundy strongly suggests that the Board of Trustees seek legal counsel. Alan Barbieri read a prepared statement to the Board of Trustees. It was as follows:

Mr. President and Fellow Trustees....

I need to speak up in regard to the recent events we have all endured.

The Board of Trustees does not conduct its business on the message board. Ward, I always separate by personal feelings and my concerns about behavior. So, I am fine with you as one of my neighbors but I strongly oppose your behavior as a trustee. Threats, adversarial comments, using a public form to demean the board and its efforts are unacceptable.

As an example, you uncovered a parking concern at the new school which was fine. What happened next was the problem. Did you put an agenda item for the board to consider this? No, you immediately went to the message board and stirred up major controversy. No conversation with fellow trustees, just "Ward to the rescue: and kicking of 59 responses and tons of wasted time and energy. All negative stuff! It deteriorated to a rampage about the school insurance issue and so on and so on. Why? That is the question. Why go the message board before raising the issue at a board meeting? This is just typical of the behavior you have exhibited that I just can't support. Follow that the dock and boating issue. Another display or rally the troops, and waste a lot of time since the board has no control of the docks or ramp. Considered action would have been guide people with concerns to meet with the I'On Company.

You were the strongest and most vocal advocate of not moving forward with negotiations of the PD Amendment until the 17' street issue was resolved and then you turn on your fellow trustees with another public display of criticism and demeaning comments.

Use of threats to sue Ed or the board is just outrageous behavior. At our rate of pay we don't need a fellow trustee intimidating the board and creating such an uncomfortable environment in which to operate.

Mr. President I feel that we need legal representation at board meeting because, for one, am not interested in looking over my shoulder because of the threat of a lawsuit from a fellow trustee as we deal with our normal business.

Ward Mundy advised that he is willing to produce the e-mails that were brought to the Board of Trustees regarding the insurance that the Board of Trustees. Ward Mundy advised that the boating concerns are the problem for the community as they should know. Ward Mundy advised that after

the executive session for the PD amendment he received legal counsel advising that the Board of Trustees should not be negotiating with the developer.

Transfer Fee
Everett Wilcox asked that the transfer fee be brought into consideration when developing the 2008 budget. The Board of Trustees agreed.

AMCS Report
Due to the Board of Trustees having the violation procedure reviewed by an attorney, all current violations were marked pending per Ed Clem on 9/27/07.

On 9/27/07 sent Patrick Smith, with Nationwide Insurance, an inquiry on the cost for insuring the additional infrastructure the Board of Trustees would like to cover. Advised Mr. Clem of Patrick's response on 10/02/07.

Emailed the list of attorneys from the CAI directory to Ed Clem on 9/27/07.

Sent email bulletin to all owners advising of the motion to elect Mr. Clem as President of the Board of Trustees until his term expires on 12/05/07. There was also a reminder of the next Board meeting.

Updated the remainder Board of Trustees meeting dates on the website events calendar to reflect the new starting date of 6 PM.

On 9/28/07 issued work order to the Town of Mt. Pleasant for several needed street sign repairs.

Sent Patrick Smith a copy of the Boathouse Committee Charter to review and share his comments on 9/28/07. Advised Mr. Clem of Patrick's response on 10/01/07.

Sent Chad Besenfelder a reminder email on actions that he needed to follow up on from the 9/26/07 Board of Trustees meeting. Advised Mr. Clem of Chad's response on 10/02/07.

Sent IDC Liaison/Compliance Committee violation report on 9/28/07.
Update sent to Mr. Clem 9/28/07

Sent reminder email on 10/01/07 that the budget request information is needed by 10/08/07.

On 10/02/07 issued work order to the Town of Mt. Pleasant for a faded stop sign.

On 10/03/07 sent the Board of Trustees the off duty police reports for the month of September.

Off duty payroll was received on 10/02/07 from the Mt. Pleasant Police Department. Payroll was processed on 10/03/07 and checks were mailed to Mr. Clem on 10/05/07.

Met with Eddie with Hot Water Works on 10/03/07 to review projects we need bids on for the 2008 budget and small miscellaneous repairs that need to be done in 2007.

Followed up with Mr. Barbieri on 10/03/07 regarding whether or not the test mailbox stickers have held up as I would like to finish the installation of stickers on the remaining mailboxes. Mr. Barbieri asked that I follow up with his next week to get the sticker sheets, as he will be out of town.

Mailed Avant Garden plans to A New Leaf, Carolina Landscape and Lawn-O-Green with a deadline of 10/22/07.

Contacted Mt. Pleasant Tree & Lawn Service, Bartlet Tree Experts and Lawn-O-Green to obtain bids on limbing up the sycamores in Perseverance Square by 6 – 8 feet. Authorized Lawn-O-Green to limb up the sycamores per Alan Barbieri as it is included in their contract. Bartlet Tree did inspect the trees and they will be sending me their comments on the health of the trees.
Update sent to Mr. Clem 10/05/07
Sent Mr. Clem the tentative Board of Trustees agenda on 10-09-07 and posted it on the website on 10-11-07 and updated the meeting date on the website to reflect 10-24-07.
Hand delivered copies of the CCMC meeting minutes to Mr. Mundy on 10-11-07.
Posted the Rookery Meeting Notice on the private website and sent an email bulletin to all residents regarding the meeting and the I'On at Ten book order deadline.

Issued work order to Lawn-O-Green for the fall annual flowers, which should be installed in November.

Posted the PD amendment withdrawal letter from Vince Graham on the website.
Update sent to Mr. Clem 10/12/07

Sent monthly closing report to Cynthia Rosengren, Theresa Green and Ed Clem on 10-15-07.
Attend the Rookery Meeting on 10/17/07.

Sent Mr. Clem the meeting notes from the 10/17/07 Rookery meeting on 10/19/07.

Sent out President letter via an email bulletin to all I'On residents on 10/19/07.

Sent the Board of Trustees their meeting packet on 10/19/07.

Sent Alan Barbieri bids for the centralized irrigation system on 10/19/07.

Sent Alan Barbieri bids for Advant Garden on 10/19/07. I am still waiting on a bid from A New Leaf.
Update sent to Mr. Clem 10/19/07

Landscape Committee
Alan Barbieri asked the Board of Trustees how serious they were about installing a centralized irrigation system. Ed Clem, strongly recommends that the Board of Trustees consider this system because as Finance Committee chairperson, he agrees that the system is needed. The Board of Trustees agreed that the Landscape Committee pursue the system further. Alan Barbieri will work with AMCS on pursing the system.

The Board of Trustees reviewed the three properties on Avant Garden from A New Leaf, Carolina Landscape, and Lawn-O-Green.

Alan Barbieri thanked Barbara Fry for her hard work on putting together a landscape contract. It was reviewed by Milton Langley, turf expert; Michael Murphy, arborist.

Ward Mundy made a motion to get competitive bids on the landscape contract. Theresa Green seconded the motion. All in favor. Motion carried.

AMCS recommended that there be a bail out for each party. Thirty-days for I'On Assembly and ninety days for contractor. The Board of Trustees to bid out for a one year contract and a two year contract. Everett Wilcox suggested quotes on option of three, four, and five years.

Parking Committee
Everett Wilcox advised that the Town of Mount Pleasant is working on installing signage and laying parking on streets.

Infrastructure Committee
Len Hansen agree to accept three percent increase on Estate Management contract. AMCS has a bid on stocking ponds with fish for 2008 budget. He spoke to Chad Besenfelder; I'On may dredge south and north won't be done. Len Hansen suggest hiring an engineer to review.

Len Hansen will get a statement from Hillary Repik with the Mount Pleasant Storm Water Management about the drain outlets in the back of the community and then bring it to Chad Besenfelder.

Dwain Ray advised that the Rookery meeting was very informative and he noted that the people in attendance lived at the Rookery.

Dwain Ray's meeting with Chad Besenfelder to discuss the house drainage on Fernandina side of Westlake.

Alan Barbieri advised that _____ will be helping to learn about the phosphate levels in the lakes.

Finance Committee
We finished the month of September about $6000 over budget, spending some $42,000 versus a budget of $36,000, partially offset by receiving revenues $3600 above budget; $4450 versus a budget of $800. Year to date, we are some $20,000 unfavorable on spending, at $345,700 versus a budget of $325,400, but we also are some $16,500 better than budget on our revenues, so the net effect is les than $5000 unfavorable.

Our major October spending is past, and, from a cash standpoint, we are in good shape, in spite of this slight overspending. We have a cash balance of about $110,000, some $7,000 in our checking account and $103,700 in our Fidelity Select carryover from last year of some $40,000. That, along with better revenues than projected, explains our favorable cash positions. Our actual spending is inflated because, so far, we have decided to absorb the cost of replacing both circulating pumps (nearly $10,000) in our lake irrigation supply, as well as some $2500 for replacing some worn out and vandalized Adirondack chairs, both expenses which arguably could have been paid out of our Capital Reserve fund.

Since our spending is consistently averaging about $35,000 per month, and with just over two months to go in the year, I think we can safely move forward with some of the landscaping enhancement projects we budgeted for but delayed implementing since Fall is the preferred time for such plantings, and that enabled us to ensure we had the funds to do them. Looking ahead, there are no foreseen large outlays of cash looming on the horizon, although, we still may incur our budgeted directory expenses of $3000. If something major and unexpected arises, we can revisit the question

of using Capital Reserve funds, not a desirable choice since we still remain woefully under funded there. While we have some $345,000 in that fund, the Board felt we should have some $500,000 in a storm cleanup fund alone, and the consultants who did an update to our capital replacement needs estimated we should now have a similar amount in the Reserve fund, so we are only a third of the funding level recommended.

We are in the process of putting together our budget for 2008, and the experience this year with much greater than expected repair costs, and the need to ramp up our landscaping budget to deal with identified shortcomings will be factored into that process. Our goal is to have a budget for Board approval in November, so it can be included in the mail out of the annual meeting package.

Alan Barbieri advised that the I'On Company may help pay for cost to help to repair Advant Garden.

Communications Committee

Theresa Green said the Communications Committee is working on the master calendar. Cynthia Rosengren is working on the director to have ambassadors deliver them by Thanksgiving. The directory will not have the parking plan map. Conservation Corp has designed a book mark for new residents. The Communications Committee has came up with objections on communicating in the community. Theresa Green will send the document to the Board of Trustees.

I'On Design Committee Liaison/Compliance Committee

Everett Wilcox made a motion to eliminate the D-107 amendment from the I'On rules which read "Rule Enforcement Procedure of the I'On Assembly. The most effective and desirable means of regulation enforcement is voluntary compliance. Common courtesy and concern for others goes a long way to maintaining a harmonious community. Therefore, when a neighbor objects to a condition, action, or event caused by another neighbor's actions or inactions, the initial step to resolve the matter(s) should be a discussion between both parties leading to resolution." As it is confusing and the procedure is set forth in the I'On Assembly. Dwain Ray seconded the motion. Six were in favor and one opposed. Motion carried.

Ward Mundy does not agree to eliminate D-107 because it makes the community a less nice place to live and it gets rid of the civiability. Theresa Green thought that the ambassadors could address the concerns within their neighborhood and they did not want to offend their neighbors. Ed Clem read from the minutes of _____. Everett Wilcox advised that the new warning letter follows the policy set for in the document which reads _____.

Everett Wilcox advised that _____ minutes that _____. Alan Barbieri seconded the motion. Six were in favor and one was opposed. Motion carried.

Everett Wilcox made a motion to rename the Compliance Committee to the Covenants Committee. Alan Barbieri seconded the motion. All in favor. Motion carried.

Everett Wilcox advised that the Board of Trustees acted as the Board of Appeals in the past.

Everett Wilcox made a motion to appoint a Board of Appeals as called for in the governing documents and the Board of Trustees will take nominations for members at the next Board of Trustees meeting. All in favor. Motion carried.

Everett Wilcox will write up a notice to be sent out on the website.

Everett Wilcox made a motion to close and restart the clock on any outstanding violations subject to review of said violations by the Covenants Committee to determine which fines should be waived and why and which violation should stand. Alan Barbieri seconded the motion. All in favor. Motion carried.

Website Issues

Dwain Ray made a motion that the Board of Trustee now appoints AMCS as website administrator managing the I'On Assembly's ioncommunity.com website under the direct supervision and direction of the Assembly's president effective, immediately. Ted Webb seconded the motion. All in favor. Motion carried.

Board of Trustees agreed any concern with the website and should vote via e-mail and that would be acceptable.

Ed Clem advises the message board has become disgraceful. MC? Handed out four documents they were: I'On Community Website Subteam Charter, Community Web Site Terms of Service, Principles for Civil Dialogue, and What are the etiquette rules?

Everett Wilcox made a motion to approve the I'On Community website Subteam Charter as described as:
Purpose: This subteam of the I'On Assembly Communications Committee will serve at the ultimate direction of the I'On Assembly Board of Trustees, to provide a community website tool that fosters community collaboration by means of effective electronic communications in the best interest of the I'On Community. The office community website is www.ioncommunity.com.

The goals of the Team would include the following:

1. The Board establishes the official website-www.ioncommunity.com- serves as the official "publication" of notices for the I'On Assembly, as described in the I'On Bylaws (Section 2-106© and Section 3-103 (d). The subteam will establish a process to ensure official meeting notices are posted on the website in keeping with the Bylaws, and that users who do not have ready access to the internet would be informed on at least an annual basis how to specifically request information of interest that is posted on the website. The latter special handling applies to titleholders that do not have access to an internet connection at their home or office.
2. Establish and institute a "Terms of Service" agreement for all users of the official www.ioncommunity.com website, such that all users of the site must accept these terms as a condition of use. This would establish that the use of the community website is a privilege, rather than a right, and that anyone not adhering to the Terms of Service could have their privileges removed at the discretion of the Board of Trustees.
3. Establish written job descriptions for the various website-related roles, such that volunteers understand their role, their boundaries, and the expectations set for them to serve in their

designated capacity. This includes establishing procedures for providing up-to-date content on the Community website, and other actions deemed appropriate by the Team to ensure proper usage of features of the website, such as address book, photo gallery, calendar, document depository, assignments of login ID's and passwords, etc.

4. Establish and maintain a schedule for the appropriate security levels required for individuals who need higher access levels than normal users of the website in order to perform their prescribed duties, that is to enter data, photos, schedule events, and perform other volunteer duties. The level assigned should be agreed by the Board and give only the access required for their specific function so as to maintain the highest level of security possible for the website. The subteam shall also determine whether the existing security system of the website is adequate to protect the assets stored on the website, and belonging to the I'On Assembly, and whether there are any existing compromises of the system that require Board Action.
5. Establish procedures for effective monitoring of the Community Message Board. The Communications Committee may choose to delegate responsibility to monitor the message board to the property manager, who will have the authority to determine if an action is indicated. The Website Subteam will establish a decision-making model that may specify circumstances that would necessarily require specific action by the Board (e.g. revoking a user's privilege).

Composition:
I'On Community Website Collaboration Subteam

- Website Administrator (TBD)
- Message Board Monitor (Property Manager, Cheryl Wilson)
- Calendar Editor (Jane O'Neil)
- Photo Gallery Editor (TBD-currently vacant)
- Director Editor (Cynthia Rosengren)

Which will consider adopting principles for Civil Dialogue. Follow Etiquette tips and website terms of service to be chaired by Ted Webb. Dwain Ray seconded the motion. Six in favor and one opposed. Motion carried.

Ed Clem asked Ward Mundy why he has created ioncommunity.net without coming to the Board of Trustees. Why it is identical and why with duplicate documents?

Ward Mundy stated he is using it as a backup. Ioncommunity.com uses a priatory company which claims to have copyright ownership on everything posted.

Ward Mundy advised .com is owned by Steve K_____ and he owns .net.

Everett Wilcox asked if the governing documents are on the AtHome.Net they get a copyright that document? Ward Mundy said he was not a copyright attorney and not sure by on each page they have a copyright. Everett Wilcox has a concern as do neighbors that he has pirated a copy of each residents e-mail address. Ward Mundy yes, Everett Wilcox asked about if he has passwords, Ward Mundy stated yes.

Everett Wilcox asked to return the information. Ward Mundy stated no and referred the Board of Trustees to page twelve of by-laws.

Alan Barbieri made a motion to hire an attorney to advise the Board of Trustees about the domain name and duplicate website. All in favor. Motion carried.

Ward Mundy to hire legal counsel which would be paid by the I'On Assembly. Everett Wilcox advised that the attorney would advise all members of the Board of Trustees, but if he feels he needs separate counsel he can get his own.

Committee Charters
COMMITTEE CHARTER

NAME: AMENITIES COMMITTEE

CHARTER: TO SERVE AT THE PLEASURE OF THE BOARD TO ASSIST WITH THE MANAGEMENT AND POLICIES FOR THE USE OF THE COMMON AMENITIES. ADVISE THE BOARD OF ANY ISSUES NEEDING ATTENTION AND WORK CLOSELY WITH THE ION TRUST, BIZNET AND OUR NEIGHBORS. WE WANT TO PROMOTE THE BETTERMENT OF OUR COMMUNITY WHILE PROTECTING THE COMMUNITY ASSETS.

CHAIRPERSON: ALAN BARBIERI

MEMBERS:

A REPRESENTATIVE FROM THE TRUST
A REPRESENTATIVE FROM BIZNET

The I'On Communication Committee Charter

Purpose:
A standing Committee of the HOA Board, serving to proactively foster collaboration by means of effective communications, internal and external to I'On, consistent with expectations outlined in our ByLaws.

Committee Objectives:

1. Quality: To establish, maintain and enforce a set of quality standards for all oral and written communications of the I'On Assembly (in and outside of I'On). The purpose of these standards is to maintain a civil and collaborative spirit and way of conducting community activities in I'On.

   This includes ensuring that all official communications of the I'On Assembly (including feedback letters) are consistent with these standards. This applies to all electronic forms of communications, too. The standards must be consistent with the spirit of the Preamble to our Declarations of Covenants, Codes & Restrictions. Should there be any concerns, the Committee recommends appropriate actions to the Board.

2. Frequency: To ensure every titleholder is regularly informed of matters of importance relative to the I'On Assembly - its strategic goals and progress against those goals.

   This includes, but is not limited to publication of a quarterly newsletter to each titleholder, starting with the 1st Quarter newsletter outlining the Board's goals for the year. This is a proactive way to ensure Members understand how their regime fees are being used to maintain and enhance the community.

3. Timeliness and Accessibility: To ensure every titleholder has reliable and timely access to information relevant to the I'On Assembly Board and its actions, as specified in our ByLaws.

   This includes formally establishing our community website as the official 'bulletin board' for community notices to ensure Members always have a way of accessing topics on the Board's agenda, as well as Board, Special, and Annual Meeting minutes. Residents without computer access are informed at least annually how to request a hard copy of anything that's posted on the internet they can't access.

4. Making Internal Connections: To ensure every new resident and titleholder has access to important and easy-to-use reference information about the community, including the phone directory, our official community website, and other on-boarding information.

   This includes distributing Welcome Baskets to new neighbors, and the annual phone directory. Both of these tools are hand-distributed to residents as a service of our I'On Ambassadors. The Committee also makes recommendations to the Board about items that should go in the Welcome Basket, and recommends actions if they find that information in the printed and on-line directory has been mis-used.

5. Investing in External Connections: To establish and maintain a list of Key External Relations Contacts, e.g. Trustees or other neighbors appointed by the Board to serve as external liaison(s) with key outside organizations (e.g. Town and County officials, nearby HOAs, etc.), so communication channels are clear, open and consistent.

   This is critical in establishing and maintaining a reputation for I'On as a leader in the greater community. It should include a specific goal in 2008 to take proactive steps to build relationships with our nearby neighborhood HOA leaders. And to establish a process by which written communications pertaining to Assembly business that are intended for an outside organization or the public are approved prior to distribution.

6. Event Coordination: To coordinate a long range Master Plan Calendar with the major community support organizations, and maintain a current ongoing Calendar for all of the major community events, easily accessible to residents and homeowners.

This includes looking for opportunities to collaborate, e.g. share resources (volunteers, financial or physical assets), prevent timing conflicts, and efficiently communicating to the community to ensure broad awareness using tools available to us. It may include improving or enhancing the existing communications tools we have.

NOTE: One event the I'On Assembly should coordinate for the community is National Night Out, in support of our local police department to strengthen our relationship with them.

7. Facilitating Feedback: To ensure every resident understands how they can most effectively provide information and feedback to the I'On Assembly Board or other appropriate organizations.

This objective includes training and empowering the I'On Ambassadors to be more effective resources and advisors to their nearby neighbors on how to give and receive effective feedback, and for the Ambassadors to have a formal means of providing constructive input and insights to the Board related to their specific borough needs.

8. Support and Advocacy: To serve as a resource, advocate and/or liaison to the I'On Assembly Board on matters in relation to 'grassroots' community volunteer efforts.

This includes providing coaching and advocacy for 'unsponsored' volunteer roles like First Friday coordinator, Living in I'On newsletter editor, Annual Easter Egg Hunt coordinator, Flag stewards, etc. The designated advocate would be copied on neighbors' requests to use Amenities, and sit on the Amenities Committee. The Communications Committee can facilitate getting job descriptions and or event plans produced which will help these grassroots volunteers recruit and train themselves and their backups/replacements.

(Note: Lead responsibility for developing the Volunteer Database system should be with the I'On Trust, whose mission specifically addresses promoting volunteerism. The I'On Assembly will be one of the important 'customers' of this new database and will have a representative on the Subteam developing the tool.)

PROPOSED COMPOSITION

Chairperson: I'On AssemblyTrustee (Theresa W. Green)

Members:

-HOA Newsletter Editor (Barbara Fry*)
-Living in I'On Newsletter Editor (Barb Fry after Carol Williams)
-Website Collaboration Subteam Leader (TBD)
-Directory Collaboration Subteam Leader (Cynthia Rosengren)
-Calendar Editor (Jane O'Neil)
-Community Events Collaboration Subteam Leader (Anne Register*)
-I'On Ambassadors Coordinator (Diane Ayers)
-I'On Radio/WGI Coordinator (William Hamilton)
-External Relations Coordinator (DesignatedTrustee,Theresa G.)

*To be confirmed.
Proposed SubTeams:

Community Events Collaboration Subteam: (meets Q'ly or as-needed)
-I'On Trust (Anne Register) – Subteam Leader*
-I'On Assembly (Designated Trustee,Theresa Green)
-I'On Biznet (David Williams)
-I'On Club (Joey Eskridge)
-Community of I'On Artists (Diane Balister*)
-Conservati'on Corps (Julie Chapman)
-Community in ActI'on (Hannah Morris and/or Susan Cass)
-East Cooper Montessori Charter School (Jody Swanigan)
-Church of the Holy Ascension (Father John Parker)
-Holy Cross Church (Nicole Streetman)
-Calendar Editor (Jane O'Neil)
-Volunteer Database Coordinators (Len Hanson, Phil Ayers)

I'On Community Website Collaboration Subteam
-Website Administrator (TBD)
-Message Board Monitor (Property Manager, Cheryl Wilson)
-Calendar Editor (Jane O'Neil)
-Photo Gallery Editor (TBD – currently vacant)
-Directory Editor (Cynthia Rosengren)

Directory Collaboration Subteam
-Overall Editor (Cynthia Rosengren)
-Residents' Content (Cynthia Rosengren)
-BizNet Content (David & Carol Williams, Diane Balister)
-HOA Content (Designated Trustee, Theresa Green)

Finance Committee Charter

The finance committee and/or chairman have the following responsibilities:

1. Working with the management company, and with input from the Board of Trustees , committees and other organizations within I'On receiving some financial support from the HOA, prepares an annual budget for Board approval.

2. Reviews the monthly statements prepared by the Management company for adherence to recognized accounting procedures, to ensure charges are correctly documented and categorized. Keeps the Board of Trustees informed of progress against budget, including the status of regime fee collection, including any significant delinquency issues and/or unfavorable adherence to budgeted spending for specific accounts.

3. Makes periodic reports to the Board of Trustees, and the community, as called for in the by-laws, on financial issues affecting the organization.

4. Is a signatory for all checks issued by the management company, and ensures that sufficient documentation is provided to justify the expenditure, including invoices, bills, etc. Maintains a file of all expenditures.

5. Provides guidance to the Board on funding requests outside the budget, and makes recommendations as to from where the funding should come. Reviews contracts submitted by vendors for Board approval to ensure adequate funding exists.

6. With the approval of the Board of Trustees, administers an investment program for excess organizational funds that combines a need for liquidity, safety to preserve capital and adequate return on the investment. Transfers funds, as needed, from this investment pool to the management company banking account to support the spending needs of the community.

7. Arranges for an independent annual audit of the management company's records in accordance with accepted accounting procedures, and as called for in the by-laws.

8. Oversees the preparation of annual federal and state tax returns, and arranges for proper signatures for filing.

Infrastructure Committee Areas of Responsibility and Authority (Charter)

On behalf of the I'On Assembly, this committee looks after the below responsibilities, subject at all times to approval and direction by the Board of Trustees. The committee will be headed by a member of the Board of Trustees and committee members will be homeowners who volunteer and are selected on the basis of their willingness and abilities.

- Maintenance of Boathouse, Eastlake post house, Rialto post house, Scramble post and storage house, Amphitheatre structures, bridges over Jefferson and Lafayette canals, Ramble fence, Scramble fence. (power wash, paint, repair, lights, etc.)

- Lake, pond and canal maintenance and improvement (Eastlake, Westlake, Jefferson Canal, Washington Canal, Hospitality St. settling pond, Saturday Road settling pond). (contract with Estate Management)

- Maintaining Rookery structures, pathways and wildlife sanctuary

- Walking path refurbishment and repairs (Westlake path, Eastlake paths, Maybank paths, marsh walk path system)

- Playground equipment maintenance (Soccer field, Scramble, Ramble, Hopetown play area) (annual contract with contractor and special repairs or improvements).

- Curb and sidewalk repair (negotiating with city for work on deeded streets and curbs and / or paying for work ourselves when necessary)
- Interaction with street lighting company.
- Co-ordination of handover procedure with Developer and Board on various phases.

What we do not do:

- Landscape lighting
- Landscape irrigation
- Landscape anything

2007 D. Ray

Infrastructure Committee Members
I'On Assembly Second Quarter 2007

Here is a breakdown of who is in charge of what in the Infrastructure Committee of the I'On Assembly Board. Please direct communications accordingly .(As of June 2, 2007)

Fred McIntyre
Oversees maintenance and management of Boathouse, Eastlake post house, Rialto Road post house, Scramble post house and storage building, Amphitheatre structures, bridges over Jefferson and Washington canals, Ramble fence, Scramble fence, Memorial Park and docks on creeks (not including Creek Club docks). Approves and initiates ongoing maintenance schedules and arrangements for repairs and facility changes in conjunction with AMCS. Major unbudgeted expenses referred to Board for approval.

Len Hanson
In charge of the lakes and ponds (excluding Rookery pond). Includes Eastlake, Westlake, Hospitality Street settling pond, Saturday Road settling pond, and the two canals (canals are not yet officially conveyed to the HOA but we provide guidance to TIC to assure maintenance in best interests of homeowners). Manages lake maintenance primarily through contracted services from Estate Management Co. Interacts with AMCS to oversee issues such as water quality, coliform levels, algae and weed control, chemical treatments, stocking of fish, introduction of sterile carp, clean-up of debris in water, etc.

Alan Gentry
The Rookery. In conjunction with AMCS and TIC, looks after the management of the Rookery as both a homeowner's amenity and a wildlife sanctuary. Oversees maintenance of the trail path system and the observation towers. Acts to safeguard the natural environment as needed to meet objectives of the preserve. Acts as liaison with all parties involved, including neighbors, TIC, the HOA, AMCS and wildlife experts. Provides direction to AMCS on specific maintenance work.

Wes Haynes
Has conducted a partial review of sidewalk and curb repairs needed in I'On on streets deeded to the city. Future work needed includes completion of the review and seeking city-funded repairs (or HOA funded repairs where applicable).

Dwain Ray
Walking path refurbishment and repairs including path systems around Maybank Green, Westlake, Eastlake and the marshfront trails. Mailboxes. Playground equipment and facilities including Soccer field, Scramble equipment, Ramble equipment and Hopetown play equipment. Works with AMCS to oversee annual contract with playground equipment maintenance contractor. Interacts, when needed, with street lighting electric company. Co-ordinates handover procedure with TIC and the HOA on any new phases of I'On proposed for conveyance to the HOA. Handles miscellaneous infrastructure issues not covered by other committee members.

We appreciate the willingness of our neighbors on the committee to volunteer in managing the valuable assets held in common by the HOA. Thank You, Dwain Ray

COMMITTEE CHARTER

NAME: LANDSCAPE COMMITTEE

CHARTER: THE LANDSCAPE COMMITTEE WILL SERVE AT THE PLEASURE OF THE BOARD TO ACCOMPLISH THE FOLLOWING:

1- MONITOR THE PUBLIC REALM IN ION. MAKE REPORTS OF PROBLEMS AND/OR ISSUES, SUGGEST IMPROVEMENTS

2- WORK TO ASSIST THE MANAGEMENT COMPANY TO MONITOR THE LANDSCAPE CONTRACTOR

3- SEEK PROFESSIONAL CONSULTANTS TO, WHEN APPROVED BY THE BOARD, OFFER RECOMMENDATIONS FOR CORRECTIONS NEEDED AND/OR IMPROVEMENTS NEEDED

4- HELP THE BOARD IN DRAFTING A LANDSCAPE CONTRACT TO BE USED TO BID AND CONTROL THE WORK OF THE LANDSCAPE CONTRACTOR.

5- HANDLE ISSUES RAISED BY NEIGHBORS, TO THE MANAGEMENT COMPANY, INVOLVING LANDSCAPE ISSUES

CHAIRPERSON: ALAN BARBIERI

MEMBERS: BARBARA FRY, CARTER FOX, FRED MCINTYRE
BRAD DAVIS, LINDA MOSER, CYNTHIA WEBB, JOHN POWERS, ALAN GENTRY, BROOKE NIZNIK, CHARLIE MOUNTAIN, MELINDA ARMSTRONG

COMMITTEE CHARTER

NAME: PAST BOARD MEMBER COMMITTEE

CHARTER: PROMOTE THE CONTINUED INTEREST OF PAST BOARD MEMBERS IN THE AFFAIRS OF THE COMMUNITY.
PROVIDE A MECHANISM TO DRAW ON THEIR EXPERIENCES TO ENHANCE AND SUPPORT THE DECISION MAKING PROCESS OF THE SITTING TRUSTEES.

CHAIRPERSON: (PROPOSED) CAROLANN MCLESTER

The I'On Boathouse Committee
Charter of the I'On Boathouse Committee
The goal of this committee is to assist the Board in achieving the equitable management of the I'On Boathouse facility and adjacent Eastlake waterfront in the best interests of all I'On residents with special attention to recreation and water safety.

The Boathouse Committee was established by the Board of Trustees in 2001 to advise and assist the Board on the following matters relative to the I'On Boathouse structure and adjacent waterfront on Eastlake.

- Swimming and boating safety.
- Approved uses of the boathouse.
- Enforcement of safety rules such as restricted diving from the upper level.
- Vandalism issues.
- Behavior issues.
- Security issues.
- Use of facilities by non-residents.
- Advising Infrastructure Committee on maintenance needed on boathouse and adjacent banks.

The Boathouse Committee has been a standing committee since its inception but it is only active at times when there are issues that needed attention. It has an indefinite term. The chairman of the committee can call the committee to meet when if he/she recognizes a need or when the Board requests them to consider specific issues. At all times the committee will act in an advisory capacity. It will advise the board on Boathouse matters and the board will make final decisions on related rules, expenditures and controversial issues.

Membership and Chairmanship of the I'On Boathouse Committee
The chairman of the committee is appointed by the Board for an indefinite period and will continuously serve in that capacity until they resign or are replaced or dismissed at the discretion of the Board. At times when the committee is not active enough to maintain a full roster of members, the chairman will continue to act as an advisor to the Board on Boathouse Committee matters. The current chairman of the Boathouse Committee is Hugh Wilder. He was acted in that capacity since 2008 when he was appointed by the Board to succeed board member Leslie Feliabom.

Committee members will be appointed by the committee chairperson from time to time as needed. Appointments are subject to board approval. Committee members should include homeowners who live near the boathouse and homeowners with young children who are potential frequent users of

the boathouse and lakes. In addition, residents with special backgrounds and expertise of benefit to the committee should be sought out.

When last active, the committee's members were Joanne Grant, Libby Eble, Sara Darociak, Skip Runge, Steve Kwiatkowski, Dwain Ray, Annie Bonk ,Dave Rosengren, and Mary Hewlett.

Boating Committee Charter
Purpose and Responsibilities: The Boating Committee is commissioned by and reports to the Board of the I'On Assembly. The committee's purpose shall be to promote the active and satisfying use of boating amenities including the waterfront in the I'On Community. The committee is responsible for advising the Board on boating-relating matters including the community boat ramp, the community docks, boat, and boat trailer parking, enforcement of rules pertaining to the above, insurance of boating-related facilities in the I'On Community, and utilization and interpretation of the easement between the I'On Assembly and the I'On Company and it is subsidiary organizations including the I'On Club.

Terms: The Boating Committee is established as a standing committee of the Assembly with an indefinite term. Committee members and the committee chair's terms shall expire on the date of the first Assembly Board meeting each calendar year.

Committee Organization: Initial committee appointments shall be made after Board approval of this charter and within a reasonable time following public solicitation of interest in serving on the committee. Thereafter, the Board shall publicly solicit volunteers in December of each year. The committee shall meet at the call of the committee chair as frequently as necessary to fulfill its purpose and responsibilities. Minutes shall be taken at all committee meetings. The committee chair shall serve as the Board liaison. The committee may organizes itself into subcommittees to address specific tasks; however, recommendations shall flow from subcommittees to the full committee for approval before being forwarded to the Board.

Relationship to Board: A copy of all committee meeting minutes shall be forwarded to the Board by the committee chair in a timely matter. Expenditures of the committee must be approved in advance by the Board.

Relationship to Management Company: Management company staff will provide access to all records, files, and contracts pertaining to subject matter within the purview of the Boating Committee. Staff will provide clerical and logistical support to the committee upon the request of the committee chair.

Boating Committee Membership: Ward Mundy, Bob Bishop, Lindsey Williams, Peter Perera, Duane Wayman, Lea Ann Adkins, Tip Jennings, Laurie Thornhill, Matt Walsh, Jamie Eisman, Skip Runge, William "Jack" Hamilton, David Niemann, Mike Balister, David Yarborough, Rion Foley, Nathan Hughey, Tim Wise, Kelly Mangas, Nancy Marsden, Andy Howell, Lorcan Lucey, Nate Dapore, and Nathan Marsden.

Everett Wilcox made a motion to accept the chargers. Dwain Ray seconded the motion. All in favor. Motion carried.

I'On Amenity Standards
Alan Barbieri advised that because the developer is no longer in control the Board of Trustees had a need to adopt a I'On Amenity Standards. Alan Barbieri will advised the committee to meet to discuss events thrown by residents for the community and recommend revision to the I'On Amenity Standards. I'On Trust and I'On Biznet are members of the community because they sponsor events and the I'On Assembly wanted their input. The committee will be more lenient on neighborhood events.

East Cooper Montessori Charter School Insurance
Ed Clem met with Dr. Nancy Kagan and JS? With Everett Wilcox. Everett Wilcox reported that it was a good meeting. JS? Had found use agreements (lease agreements) on two sites requiring insurance coverage. Not sure if the insurance was supplied permissive use agreement signed in 2003 between I'On Assembly and East Cooper Montessori Charter School to use common areas. PUA would hold I'On Assembly indemnified; however, it was tied to lands lease and that expired June 30, 2006. Everett Wilcox had suggested to East Cooper Montessori School to re-draft documents. SC Law _____. And this may coverage situation. Everett Wilcox will retain SC counsel to confirm. East Cooper Montessori School cannot get insurance, I'On Company raised the rent to cover which may have voided SC Law _____.

1. Revive per use agreement.
2. Retain SC counsel.
3. I'On Assembly and East Cooper Montessori School looking for insurance.

Alan Barbieri made a motion to move forward with retaining legal counsel. East Cooper Montessori School may hold annual meeting. Everett Wilcox seconded the motion. All in favor. Motion carried.

I'On Square parking signage. Alan Barbieri working with Chad Besenfelder.

Basketball Court

Everett Wilcox made a motion to put in a basketball court. Ted Webb seconded the motion. Five in favor. One opposed and one abstained from vote.

Soccer Field
Table conversation.

Reality and Infrastructure Signs
Alan Barbieri explained the concern with large numbers of unauthorized . Board of Trustee tabled discussion.

Voting Procedure and Proxies
Revised.

Newsletter
Barbara Fry-newsletter editor.

Nomination Committee

Five people on the committee. People who are known in leadership roles. Known people who are interested to be on Board of Trustee previously: Phil Ayers, Ann or Becky, George Flynn, Carol Ann McLester, Andy Gowder.

Alan Barbieri made a motion to approve. Dwain Ray seconded the motion. All in favor. Motion carried.

Candidates to meet Board of Trustees everyone is welcome.

Personal Attacks of Board of Trustee Members
The Board believes that the President of the I'On Assembly acted appropriately and within the scope of his authority and fiduciary duties last Friday to protect the security of the community website, as described in his communication to all I'On homeowners on Saturday. Although we believe it is unnecessary, for the avoidance of any doubt, the Board hereby ratifies and approves these actions.

The Board also agrees that the I'On community was entitled to see a copy of the letter from Vince Graham to our President regarding the proposed PD amendment. Thus we approved of the dissemination by AMCS on Saturday of a copy of this letter. While neither the President nor the Board endorses the positions expressed in Mr. Graham's letter, we believe it does provides information and viewpoints that the neighbors were entitled to know.

Best regards,

Everett

Everett Wilcox made a motion to approve the above statement. Ted Webb seconded the motion. Five were in favor, one oppose, one abstain from vote. Motion carried.

Everett Wilcox made a motion to approve the above statement. Ted Webb seconded the motion. Five were in favor, one oppose, one abstain from vote. Motion carried.

Ward Mundy advised that Vince Graham's letter was inaccurate and Ed Clem was advised. Board of Trustees did not know whether the document was true or not. Brought to attention by Ward Mundy's document was wrong. The Board of Trustees will ask for clarification.

Meeting Adjourned to Executive Session.

Next meeting will be held on November 28, 2007 at 6:00 PM at the I'On Company Upstairs Conference Room.

Theresa Green, Secretary

I'On Assembly
Preliminary Board of Trustees Meeting Minutes
January 16, 2008

Members Present Dr. Alan Barbieri, Sheri Cooper, Barbara Fry, Ward Mundy, Bruce Kinney, John Powers, and Matt Walsh

Guests Annie Bonk, Chad Besenfelder, Jack Hamilton, Ed Clem, Jennifer West, Alan Gentry, Skip Runge, Lee Ann Adkins, and Tom Graham

AMCS Cheryl L. Wilson and Jamie Kerr

Alan Barbieri called the meeting to order.

Minutes
The minutes were tabled until the next meeting.

AMCS Report
AMCS reported the following account balances as of January 4, 2008:
Operating Account $14,791.73
Fidelity Investment Account
Capital Reserve Funds $347,793.59
Operating Funds in Reserves $24,508.53

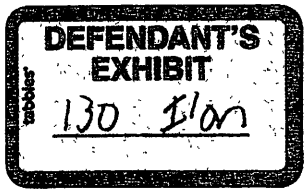
AMCS stated that the Board of Trustees meeting packet was sent out on November 21, 2007 to the Board of Trustees giving them a chance to review the operating statement, twelve month trend, balance sheet, open and closed work orders. AMCS asked the Board of Trustees if there were any questions regarding these reports. There were no questions from the Board of Trustees. The violation report, collection report, and lien report were discussed in executive session.

Utilize website especially the Board of Trustees section which allow Board of Trustees to do the following: track tasks, communicate via chat or private message board, review Board of Trustee reports. AMCS would like to set up a meeting with the Board of Trustees to review these options further.

Neighbor Comments
Jack Hamilton passed information on the I'On 1640 AM Radio Station regarding the Presidential Election. He also distributed the January 17, 2008 edition of Going I'On.

Agenda
Alan Barbieri reviewed the evenings agenda with the Board of Trustees. He advised that this was the standard procedure for the monthly Board of Trustee meeting; however, this process can be changed.

The Board of Trustees discussed whether or not to hold the transition meeting as a part of executive session or open meeting.



Bruce Kinney made a motion to hold the transition meeting during the regular meeting. Ward Mundy seconded the motion. All in favor. Motion carried.

Susan/West presented the Board of Trustees with pictures of the common areas that runs along and behind her property at _____ Hopetown Road. Alan Barbieri advised that last year Dwain Ray worked with Jennifer West and Lawn-O-Green to obtain a quote of $1,250.00 to remove the unwanted vegetation. Mrs. West asked the Board of Trustees to reconsider the quote to remove the vines that are taking over the area and to remove the dead trees. Sheri Cooper asked Mrs. West if she thought this would be something that needs to be removed or maintained on a regular basis. Mrs. West advised that she did not know. Alan Barbieri suggests that after the committee chairpersons are in place and budgets are reviewed the Board of Trustees and asked Mrs. West to give the Board of Trustees sixty days. Mrs. West agreed.

Jack Hamilton advised the Board of Trustees that they have access to the I'On Radio to advertise meeting and events.

Jack Hamilton expressed his concerns with the need for civic life in the community.

Annie Bonk expressed her interest in volunteering for the Finance Committee as she has done so in the past.

Election of Officers

Barbara Fry made a motion to elect Bruce Kinney as President for the I'On Assembly. Matt Walsh seconded the motion. All in favor. Motion carried.

Ward Mundy will serve as Vice President.

Sheri Cooper will serve as Secretary by nano decree.

Barbara Fry will serve as Treasurer by nano decree.

Board of Trustee Terms

Ward Mundy expressed his concern regarding setting Board of Trustee terms at the first meeting. The Board of Trustees agreed to table this discussion until a later date.

Development Update

Chad Besenfelder updated the Board of Trustees on the following items:

Rookery:
The I'On Rookery Plan is complete and The I'On Company would like to move forward with enhancements. Work will begin early February 2008. We expect the project to be completed by February 15. The I'On Company asks the Homeowners Association's help with pruning and maintenance.

The I'On Company needs I'On Assembly permission to proceed. The project should be completed by March 1, 2008. The I'On Company will endure the cost for the project. The Board of Trustees will get a maintenance schedule on how to proceed with long term maintenance. I'On Assembly

will prune vegetation from the Rookery Tower and Chad Besenfelder will work with Lawn-O-Green.

Ward Mundy made a motion to approve Rookery maintenance plan by the I'On Company. Alan Barbieri seconded the motion. All in favor. Motion carried.

Roundabout and Club Entrance:
The I'On Company removed the suffering bushes from the Mathis Ferry Road roundabout. We would like to plant trees and waiting DOT permit. The I'On Company will landscape the roundabout to match the smaller triangle medians late January. We ask the Homeowner Association maintain the area weekly.

Survey work is complete for a new entrance from Mathis Ferry Roundabout. Engineering plans will be complete later this month. I plan to apply for DOT permit early February. The Entrance will provide added connectivity to the Club and School in hopes to reduce Civitas Street congestion.

The I'On Company and AMCS will work with Lawn-O-Green to have them maintain round about at the I'On Assembly's expense.

Mountable Curb Project:
Town of Mount Pleasant has approved curb modification design and Gulf Stream is staging this week. Curbs will be modified to allow on street parking for Ionsborough Street, Latitude Lane, and McDaniel Lane. We expect work to be completed by January 29.

Rezoning CM-9 and CM-12:
The I'On Company has applied to rezone commercial lots CM-9 and CM-12 into two residential lots. The first Town Commission Meeting scheduled January 23. If approved, the proposal will be sent to Town Planning Committee and public hearings. We expect a smooth process and complete by March 11.

The I'On Company will amend the documents to include CM-9 and CM-12 lots so they are governed under the I'On Company governing documents. The I'On Company is open to proposals from the I'On Assembly regarding the PD Amendment.

I'On Lot Sale Report:
The I'On Company has contracted 17 builder lots this past two months. We have released 13 of the remaining 15 lots for sale at reduced prices and expect them to sell quickly. The Jefferson Canal project is under review and we expect designs to be completed soon. This project will involve approximately 14 homesites.

I'On Club and Boat Dock:
The I'On Club is gearing up for another session and will be using I'On Amenities outlined in the "Recreation Use Agreement". The Club staff will be more engaged in the community events and promote fun and fitness throughout the neighborhood. The public realm is designed to be used by people and to enhance the quality of life for I'On Residents. The I'On Club will be more active in our community beginning this spring.

The I'On Boat Facility estimated operational costs are calculated for 2008 and the I'On Company presented to the Homeowners Association late last year. We ask the Board to please adjust their current payment to the Club. Added efforts to police the docks are in planning and we would like to meet with the I'On Boating Committee soon to review before April 2008.

AMCS to post user agreement on the community website.

Miscellaneous Enhancements and Deed Transfers:
The I'On Company will begin plans to enhance landscape in the I'On Square, Perseverance Park, and Patience Park on Ionsborough Street. Wertimer Architects will recommend schedule and the I'On Company will presented this plan to the Homeowners Association before work begins. We would like to complete this project early March.

The I'On Company is planning to deed over Phase 7, Phase 9, I'On Square, and the Amphitheater to the I'On Assembly before April 2008. We will schedule a walkthrough with the Homeowner Association Landscape Committee in March and follow the handover process established in 2006.

The I'On Company will draw up a user agreement for the I'On Square and Amphitheater before it is turned over to the I'On Assembly. John Powers asked Chad Besenfelder if he would be willing to help the I'On Assembly clean up the area at the corner of Hopetown Road and North Shelmore. Chad Besenfelder will meet with the Board of Trustees to work out something.

I'On Survey:
The I'On Company would like to conduct an I'On resident survey next month and include topics of community interest and events. The I'On Club, neighborhood organizations, and other I'On related issues. We would like the Homeowner Association to perform a professional survey directed by Guild Quality. Questions will be available before sending to residents.

The I'On Assembly can also include question to the survey. The Board of Trustee will appoint

Bruce Kinney asked if the I'On Company can amend governing documents. The I'On Company passed their term as founder and can no longer amend the governing documents, but can still have rights.

Georgetown Road Name Change
January 23, 2008 meeting for Town Commission to vote on the name change.

Meetings
Bruce Kinney suggests executive session at the top of the meetings.

Open Meetings
Neighborhood comments (five minutes each), minutes, manager report, order of committees, each committed two or three days before meeting list the topics.

Ward Mundy said that meeting be reserve for motions and decisions.

Bruce Kinney asked the Board of Trustees be aware of what they say when out in the community. Post the agenda the week before the meeting.

Ward Mundy suggests establishing a budget for each committee chairperson.

Committee threshold left at $1,500.00. Reviewed the Board of Trustees manual, manager duties handout.

SERVICES PROVIDED UNDER MANAGEMENT CONTRACT

FISCAL

1. Assessment Collection
2. Delinquency Follow-up
3. Coordinate with attorney in filing liens
4. Coordinate with attorney in foreclosure proceedings
5. Invoice Approval
6. Bill Payment
7. Financial Report Preparation
8. Coordinate with accountant in tax filings
9. Budget Preparation
10. Reserve Analysis (Long Range Planning)

ADMINISTRATIVE/CLERICAL

1. Board of Directors Meeting Attendance
2. Annual Meeting Attendance
3. Typing of Minutes
4. Annual Meeting Coordination
5. Homeowner Roster Maintenance
6. Resident Orientation Letter
7. Specification & Bid Preparation
8. Contract Negotiating
9. Monthly Delinquency Report
10. After-hour Answering & Emergency Assistance
11. Work Orders: Recording & Processing with follow-up
12. Rules & Regulations Enforcement
13. General Correspondence
14. Hiring/Firing/Supervision

COMMUNITY MAINTENANCE

1. Coordinate with all contractors
2. Weekly Walk-through Inspections
3. Monitoring water and electrical usage

1. Website-communications committee subteam
    a. Standards of communication-message board.
    b. Appropriate security levels/password protection.
2. Montessori School insurance coverage and conditions of use.
3. Covenants enforcement.
    a. Confusion over IDC/Assembly issues.
    b. New "clean slate" start and notification.
    c. Outstanding issues.
    d. Need for consistency complicated by grandfather approvals.
    e. Rental practices.
4. Drowning
    a. Board liaison.
    b. Boathouse modifications/safety provisions.
    c. Potential impact on insurability.
5. Finances
    a. Capital Reserve contribution for 2007.
        1. Minimum recommended level ($1MM).
        2. Storm cleanup fund ($500K).
    b. Income tax filing status
    c. Delinquencies/cash flow implications.
    d. Transfer Fee.
6. Asset turnover process
    a. Existing marsh docks/marsh paths.
    b. Amphitheater-tax implications.
    c. Board liaison.
7. Boating facility cost sharing agreement.

Past Board of Trustees President Report
Ed Clem reported on the following items:

Point person dealing with East Cooper Montessori School was Everett Wilcox, Alan Barbieri, and Ed Clem.

Tim Bouch, attorney, Bruce Kinney suggests hiring an attorney to be familiar.

Alan Barbieri made a motion to get a letter of engagement from Tim Bouch with Leah, Bouch, and Crawford. All in favor. Motion carried.

The insurance will increase in February 2008. It should not be a substantial increase.

The previous Board of Trustees agreed to hold off on transferring the 2007 operating surplus to the reserve account. The new Board of Trustees will need to decide.

AMCS advised that another Homeowner Association has applied for a line of credit available in case of a storm. This prevents the over funding of the reserves.

Board Of Trustees Terms
When any members leaves the Board of Trustees, that seat will be up for election.

Committees
The Board of Trustees agreed to the following:
Landscape Committee with Infrastructure sub committee-Alan Barbieri.
Finance Committee-Sheri Cooper
Compliance Committee-Sheri Cooper
Communications Committee-Barbara Fry
I'On Design Committee-Ward Mundy
Amenities-Matt Wash (includes boating and boathouse).
Past Board Members-

Past Board Recognition
To recognize the past Board of Trustee members a bench with a plaque will be placed in the community.

Alan Barbieri made a motion to provide a bench for the outgoing Board of Trustees. Ward Mundy seconded the motion. All in favor. Motion carried.

Advant Garden
The project will be paid from the 2006/2007 surplus.

Alan Barbieri made a motion to proceed with the Advant Garden. John Powers seconded the motion. All in favor. Motion carried.

PD Amendment
The Board of Trustees discussed the following: history, resident feedback, and strategy for going forward.

Insurance Policy
The Board of Trustees to meet with Patrick Smith regarding the following: D&O policy and common enterprises liability coverage.

Creek Club Usage Agreement
The Homeowners Association was paying $4,719.00 per year. The Board of Trustees discussed whether there was still a need for the Creek Club. Alan Barbieri will get a price for the I'On Company for the I'On Assembly renting the Creek Club on a once a day on a weekly basis.

The Board of Trustees may discuss the need to charge for renting the Creek Club. Since the I'On Trust and I'On Biznet no longer have a need for the building and the I'On Assembly will need to pay full price instead the three way split.

I'On Trust
Alan Barbieri suggested inviting the I'On Trust to a Board of Trustees meeting to discuss a relationship. The Board of Trustees will set a date.

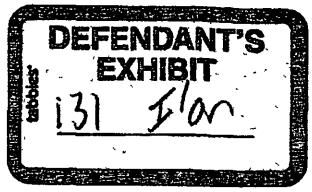
Board of Trustees Meeting
The Board of Trustees meeting will be set the fourth Thursday at 5:30 PM and 6:00 PM meeting start.

East Cooper Montessori School Insurance and User Agreement
Ward Mundy will meet with the presided of the East Cooper Montessori School and Bruce Kinney.

Meeting Adjourned to Executive Session.

Next meeting will be held on _____, 2008 at 6:00 PM at the I'On Company Upstairs Conference Room.

_____
Theresa Green, Secretary



I'On Assembly
Board of Trustees Meeting Minutes
October 30, 2008

Members Present Bruce Kinney, Sheri Cooper, John Powers Barbara Fry, and Matt Walsh

AMCS Cheryl L. Wilson

Bruce Kinney called the meeting to order.

Bruce Kinney reminded everyone in attendance that there are three seats on the Board of Trustees that will be up for election in December and owners should consider getting involved.

Creek Club
Bruce Kinney advised that the Board of Trustees have been compiling the community's input on the sale of the Creek Club and that they have taken those comments, questions, and concerns to the I'On Assembly's attorney to review.

The Board of Trustees advised that the Graham family has the right to sell the Creek Club and if this deal falls through there will most likely be another buyer down the road. This process will prepare the Board of Trustees for another buyer.

Bruce Kinney advised that the Board of Trustees will not enter into any binding agreement for the I'On Assembly in regard to the sale of the Creek Club. The agreement will be made available to owners of the I'On Assembly and a special meeting will be called for homeowners to ask questions to the I'On Assembly attorney.

Bruce Kinney opened the floor to the owners present.

Catherine Templeton [redacted], advised of her meeting with several homeowners on Saturday Road. At the meeting the owners voted unanimously to request the Board of Trustees to pursue a lease hold on the Creek Club property. Mrs. Templeton asked that the Board of Trustees obtain a ruling on whether or not the Creek Club is a civic lot or a commercial lot. Mrs. Templeton advised that she contacted Joel Ford with the Town of Mount Pleasant and asked him to make a ruling.(See attached proposal from the homeowners of Saturday Road to the Board of Trustees dated October 20, 2008).

Matt Walsh advised that the Creek Club is classified as a civic lot.

Lea Ann Adkins of [redacted], advises that she feels that the proposed plan for the Creek Club will need a Planned Development Amendment change. Mr. Walsh advised that the vacant lot next to the Creek Club will need a zoning change to change it from a residential lot to a commercial or civic lot.

M.P. Wilkerson [redacted], asked what property was included in the sale of the Creek Club. Mr. Walsh advised that the vacant lot to the left of the Creek Club is a separate piece of property. The property known as the Creek Club includes:

- The Creek Club.
- The parking lot to the right of the Creek Club.
- The lawn in the front of the Creek Club.
- The boat ramp.

- The boat dock and gazebo.
- The marsh walk path to the left of the Creek Club.
- The overflow parking lot at the opposite end of Saturday Road.

A resident asked if the number of events could be limited by any laws. The Board of Trustees advised no.

A resident asked what the timeline was for the sale of the Creek Club. The Board of Trustees advised that the parties are working together amicably and a exact timeline for the sale of the Creek Club has not been established.

A resident asked if the agreement would run indefinitely. The Board of Trustees advised yes.

A resident asked if civic use was defined in any of the I'On governing documents. The Board of Trustees advised that they were not aware of any definitions in the governing documents.

A resident asked the Board of Trustees to take their time when negotiating with the sale of the Creek Club. The Board of Trustees agreed.

The Board of Trustees advised that the purchasers of the Creek Club will present a more definitive plan once it is in place, then those details will be presented to the Board of Trustees.

Kevin Whalley [redacted] expressed his concern that the property values in the community will decrease if amenities such as the Creek Club are lost.

Bob Pitts of [redacted], stated that if the Town of Mount Pleasant rules that weddings do not fall within the civic guidelines then the Creek Club will lose it's value. It would no longer be of any use to the purchasers, only to the I'On Assembly. If the I'On Assembly has to run the Creek Club, they won't be able to supplement the income of the I'On Assembly by renting the building for weddings.

Brad Walbeck of [redacted], asked if the vacant lot next to the Creek Club is not rezoned commercial do the purchasers still want to buy the Creek Club? The Board of Trustees advised yes.

Jack Hamilton [redacted], expressed his concerns regarding civic life in the community.

Minutes

Barbara Fry made a motion to accept the September 24, 2008 Board of Trustees meeting minutes as presented. Matt Walsh seconded the motion. All in favor. Motion carried.

AMCS Report

AMCS reported the following account balances as of October 22, 2008:

Operating Account	$17,569.21
Fidelity Investment Account	
Capital Reserve Funds	$393,100.79
Operating Funds in Reserves	$143,591.73
Harbor National Accounts	
Reserves	$30,732.00
CD #2000343	$31,819.39
CD #2000343	$31,775.93

AMCS stated that the Board of Trustees meeting packet was sent out on October 24, 2008 to the Board of Trustees giving them a chance to review the operating statement, twelve month trend, balance sheet, open and closed work orders. AMCS asked the Board of Trustees if there were any questions regarding these reports. There were no questions from the Board of Trustees. The violation report, collection report, and lien report were discussed in executive session.

President's Report

Sherri Cooper made a motion to have the Board of Trustees enter into negotiations with the purchasers of the Creek Club. Matt Walsh seconded the motion. All in favor. Motion carried.

The Board of Trustees agreed that the Board of Trustee representatives for negotiating with the purchasers of the Creek Club would be Matt Walsh and Bruce Kinney.

The Board of Trustees discussed the date and location of the Annual Meeting. The date and the location of the meeting will be determined at a later time.

The Board of Trustees discussed the Coerver of South Carolina using the soccer field for soccer training through the I'On Club. The Board of Trustees will make sure the I'On Club and the East Cooper Montessori Charter School coordinate together on scheduling the soccer field.

The Board of Trustees discussed the need for volunteers for decorating the community for the holidays. The Board of Trustees will post a request on the community website.

The Board of Trustees discussed the process of electing recipients for the Civitas Award. Barbara Fry will be the I'On Assembly representative. Annie Bonk will be a participant as a past recipient of the Civitas Award.

After proper notification per the section 3-102 of the Declaration of Covenants, Conditions, and Restrictions for I'On:

Sheri Cooper made a motion to approve **Exhibit D, I'On Civil Code,** as amended by addition of the following new section:

D-108 Landscaping of Premises. Within 30 days after either occupancy or closing on any residence in I'On, the owner of said property shall complete the landscaping of the premises in accordance with a landscape plan approved by the I'On Design Committee (IDC). Failure to complete the landscaping in accordance with an IDC-approved plan shall result in a $250 fine for every month in which the property remains out of compliance. Owners of currently occupied homes shall have until January 1, 2009 to bring their premises into compliance with this rule.

Barbara Fry seconded the motion. All in favor. Motion carried.

Sheri Cooper made a motion to approve the following rule:

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

Therefore, **Exhibit D, I'On Civil Code,** is amended by addition of the following new section:

D-109 Common Area Use.

a.) Planting, cultivating, harvesting or removing vegetation on common grounds without first obtaining written approval from the I'On Assembly is not permitted.

b.) Do not place personal structures or store equipment on the Commons.

c.) Do not discard refuse on commons areas.

Barbara Fry seconded the motion. All in favor. Motion carried.

Transfer Fee

AMCS advised that they have received about 402 proxies in favor of the transfer fee. The Board of Trustees discussed their strategy for trying to pass the transfer fee. The Board of Trustees will re-evaluate the transfer fee strategy at the next Board of Trustees meeting.

Communications Report

The Board of Trustees reviewed the Communications Committee report prepared by Barbara Fry.

Mrs. Fry will work on the rules for inclusion of information in the I'On communication vehicles and present them to the Board of Trustees to review.

Mrs. Fry reported that the Mount Pleasant Police Department advised her that they do not have a fine schedule in place for ticketing illegally parked vehicles on the streets of I'On. John Powers will address the issue with the Town of Mount Pleasant as chairperson of the External Relations Committee.

Landscape Report

The Board of Trustees reviewed the Landscape Committee report prepared by Dave Rosengren.

Mr. Kinney asked Mr. Rosengren and Mr. Powers to work with the Town of Mount Pleasant on the landscaping in the roundabout at North Shelmore Boulevard and Mathis Ferry Road.

Infrastructure Report

The Board of Trustees reviewed the Infrastructure Committee report prepared by Mr. Powers.

Compliance Report

The Board of Trustees reviewed the Compliance Committee report prepared by Mrs. Cooper.

Amenities Report

The Board of Trustees reviewed the Amenities Committee report prepared by Mr. Walsh.

I'On Design Committee Report

The Board of Trustees discussed the I'On Company turn over of the I'On Design Committee to the I'On Assembly.

Bruce Kinney will contact Ted Webb about becoming a liaison for the I'On Assembly with the I'On Design Committee.

2009 Budget

Sheri Cooper presented the budget she prepared for 2009.

The Board of Trustees agreed that they would not complete an audit in 2009 and that Sheri Cooper will do the taxes next year even if she is not reelected to the Board of Trustees.

John Powers made a motion to approve the 2009 budget as presented requiring the 2009 annual dues to increase from $900 in 2008 to $910 in 2009.. Barbara Fry seconded the motion. All in favor. Motion carried.

Minutes
The Board of Trustees reviewed the way the minutes are being taken and unanimously agreed they are pleased with the amount detail in the minutes.

Nominations to the Board of Trustees
Mr. Kinney will post a message on the community website message board calling for nominations for the Board of Trustees election in December.

Next meeting will be held on November 20, 2008 at 5:30 PM at the I'On Company Upstairs Conference Room.

_____
Barbara Fry, Secretary

DEFENDANT'S EXHIBIT
tabbies
132 I'On

I'On Assembly
Board of Trustees Meeting Minutes
January 15, 2009

Members Present	Bruce Kinney, Sheri Cooper, Matt Walsh, John Powers, Barbara Fry, Brady Anderson, and Jody McAuley
AMCS	Cheryl L. Wilson
Guests	See Sign In Sheet

Bruce Kinney called the meeting to order.

Minutes

Matt Walsh made a motion to accept the December 11, 2008 Board of Trustees meeting minutes as presented. Barbara Fry seconded the motion. All in favor. Motion carried.

Election of Officers

Barbara Fry made a motion to appoint Bruce Kinney as President, Matt Walsh as Vice President, Sheri Cooper as Treasurer and Barbara Fry as Secretary. Sheri Cooper seconded the motion. All in favor. Motion carried.

Homeowner Forum

Annie Bonk advised that she was under the impression that the founder was obligated to run the I'On Design Committee until the last lot was sold. In the recent copy of "What Going I'On", it read that the I'On Design Committee would be turned over to the I'On Assembly. Mrs. Bonk was concerned that the I'On Assembly would be financially responsible for the running of the I'On Design Committee. The Board of Trustees advised that they are working on a transition plan. They also advised that they are looking into the cost associated with reviewing design plans and the possibility of that cost being covered by the application fees charged to the homeowner submitting the I'On Design Committee application.

Sale of the Creek Club

The Board of Trustees updated those present on the status of the sale of the Creek Club. Bruce Kinney and Matt Walsh were appointed by the Board of Trustees to work with the purchasers of the Creek Club to work out an agreement that would be recorded with the Creek Club property, so that the I'On Assembly could continue to have access to the boating facility and the parking lot. This could be accomplished by amending the current easement recorded on the Creek Club property. The Board of Trustees are also working to include an easement amendment that would continue to permit the I'On Assembly access to the Creek Club for community events which would be similar to the current agreement held with the I'On Club. Mr. Kinney has met with Mike Russo, one of the purchasers of the Creek Club, to discuss the proposed amendment and review it extensively. Since that meeting, a resident of I'On has filed a zoning appeal with the Town of Mount Pleasant and due to that appeal Mr. Russo has advised Mr. Kinney that negotiations regarding a use agreement easement are off the table until the appeal is heard.

Catherine Templeton updated the Board of Trustees on the zoning appeal that was filed. A group of I'On residents filed the zoning appeal so that the Town of Mount Pleasant could define the term civic use. Mrs. Templeton advised that the definition of civic use is neighborhood serving. The residents that filed the zoning appeal want the Creek Club to benefit the community regardless of who owns the property. Mrs. Templeton stated that if the Town of Mount Pleasant rules that the use of the Creek Club is commercial than the proposed use agreement would have to be amended and the I'On Assembly could amend such documents, but could use that leverage to have the purchasers sign the proposed amended use agreement. Then the I'On Assembly could negotiate

with the new purchaser to get the property rezoned to commercial use and then the community could receive profits from the Creek Club business. Mrs. Templeton further added that should the zoning appeal find that the use of the Creek Club is commercial rather than civic then that would lessen the value of the Creek Club for the Graham family. Mrs. Templeton suggested that the Homeowners Association could then purchase the Creek Club for a dollar since it would be of no value to the Graham family and they would not be able to sell it. The I'On residents asked that the Board of Trustees stay neutral at this time until the Town of Mount Pleasant makes their ruling. Those residents in favor of the zoning appeal are also in favor of the Board of Trustees working out an amended use agreement with the purchasers of the Creek Club. The zoning appeal will be heard on February 23, 2009 at 6:00 PM.

The residents presented the Board of Trustees with a petition seeking the Board of Trustees support to pay the $3,100.00 for legal counsel pertaining to the zoning appeal. The Board of Trustees will discuss and make a decision at a later time. The Board of Trustees discussed the update given by Catherine Templeton.

Jody McAuley made a motion for the Board of Trustees to continue working with the purchasers of the Creek Club to come to an agreement on the amended use agreement. Furthermore, the Board of Trustees should not take any position on the pending zoning appeal. Matt Walsh seconded the motion. All in favor. Motion carried.

The Board of Trustees agreed to not pay the $3,100.00 in legal fees.

The Board of Trustees will contact their legal counsel to make sure they are not opening themselves up for a lawsuit. The Board of Trustees will meet to review the use agreement easement.

I'On Company Report

Chad Besenfelder reported on the following items:

- The I'On Company has drafted an I'On Design Committee transition strategy and it is being reviewed by the Grahams. The I'On Company would like to meet with the Board of Trustees to review the transition strategy before the end of January.
- The I'On Company would like to complete the transfer of the I'On Square park and Amphitheater to the I'On Assembly in early February.
- The I'On Company would like to begin the transfer of phase seven and nine to the Board of Trustees in March.
- The I'On Company is working on deeding over the marsh walk docks and marsh area to the I'On Assembly.
- Tom Graham is recruiting a new Club Director for the I'On Club.

Chad Besenfelder will leave the I'On Square parking sign in the I'On Company's office and AMCS will arrange for Lawn-O-Green to install those signs.

AMCS Report

AMCS reported the following account balances as of January 15, 2009:

Operating Account-Wachovia	$21,083.85
Operating Account-RBC	$221,214.75
Fidelity Investment Account	
Capital Reserve Funds	$396,137.50
Operating Funds in Reserves	$69,380.16
Harbor National Accounts	
Reserves	$30,732.00
CD #2000343	$31,819.39

CD #2000354	$31,775.93
CD #2000431	$30,732.00

AMCS reviewed with the Board of Trustees the operating statement, twelve month trend, balance sheet, open and closed work orders. AMCS asked the Board of Trustees if there were any questions regarding these reports. There were no questions from the Board of Trustees. The violation report, collection report, and lien report were discussed in executive session.

Fireworks
David Nieman, [redacted], who has historically done the firework display at the July 4th events has decided not to do them any further due to liability.

The Board of Trustees discussed the recent issues with the setting off of fireworks causing damage to personal property.

Matt Walsh made a motion to have Brady Anderson draft a rule banning amateur fireworks/ recreational fireworks within I'On. Jody McAuley seconded the motion. All in favor. Motion carried.

Brady Anderson will draft a rule and present it at the next Board of Trustees meeting.

Transfer Fee
AMCS advised that they have received approximately 406 proxies in favor of the transfer fee. The Board of Trustees discussed their strategy for trying to pass the transfer fee. The Board of Trustees will re-evaluate the transfer fee strategy at the next Board of Trustees meeting.

Appointment of Committee Chairpersons

Bruce Kinney made a motion to except the following Board of Trustees as chairpersons of their assigned committees:
Amenities Committee- Matt Walsh
Infrastructure Committee- John Powers
Landscape Committee- John Powers
Finance Committee- Sheri Cooper
Compliance Committee will be decided next month. It will be Sheri Cooper for the month of January.
I'On Design Committee- Jody McAuley
External Relations Committee- John Powers
Communications Committee- Barbara Fry
Matt Walsh seconded the motion. All in favor. Motion carried.

Treasurer's Report
Sheri Cooper advised that she is researching local banks certificate of deposits to invest the I'On Assembly's 2009 reserve funds.

Mrs. Cooper advised that she is researching local firms to perform a review of the I'On Assembly's 2009 financials as per the governing documents.

Ms. Cooper advised that the line of credit that the I'On Assembly has, renews automatically every two years.

Landscape Report
The Board of Trustees reviewed the Landscape Committee report prepared by Dave Rosengren.

There was discussion regarding modifying the soccer field irrigation system. The Board of Trustees tabled the discussion until a later time.

There was discussion regarding modifying the Maybank Green irrigation system by either irrigating Maybank Green with a well or by tying Maybank Green into the Westlake irrigation system which draws water from the lakes.

Matt Walsh made a motion to approve Lawn-O-Green's quote of $11,463.00 to tie the Maybank Green irrigation system in to the Westlake irrigation system. Brady Anderson seconded the motion. All in favor. Motion carried.

Communications Report
The Board of Trustees reviewed the Communication Report prepared by Barbara Fry.

The Board of Trustees discussed rentals of homes in the community.

Barbara Fry will post on the website, the Board of Trustees discussion regarding the Creek Club.

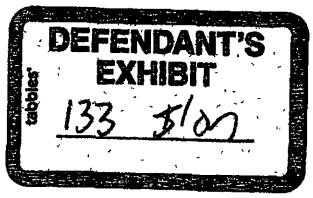
Amenities Report
Matt Walsh advised that he worked with the I'On Club on Creek Club usage dates. These dates will be posted on the communities' website.

Infrastructure Report
The Board of Trustees reviewed the Infrastructure Committee report prepared by John Powers.

70 Hospitality Lane Easement
The Board of Trustees agreed to allow the easement of property for this lot due to a incorrect survey.

Next meeting will be held on February26, 2009 at 5:30 PM at the I'On Company Upstairs Conference Room.

_____
Barbara Fry, Secretary



I'On Assembly
Board of Trustees Meeting Minutes
February 26, 2009

Members Present	Bruce Kinney, Sheri Cooper, Matt Walsh, John Powers, Barbara Fry, and Brady Anderson
Member Absent	Jody McAuley
AMCS	Jane Gottshalk, Helen L. Postell Huston, Cheryl L. Wilson
Guests	Ed Clem, Dave Rosengren, Amy Sage, Catherine Templeton, Steve Degnan, and Lee Ann Atkins.

Bruce Kinney called the meeting to order.

Homeowner Forum
Steve Degnan with I'On Conservation Corps is working with the I'On Company to use some land in Phase 11 as a community garden. Don't know if the I'On Company has to go through a PUD amendment. Another area to be looked at other than Phase 11 is the Friendship Garden. Preliminary discussion has begun. It would be a community oriented project.

Lee Ann Adkins asked for clarification at the last Board of Trustees meeting as to whether or not the Board of Trustees agreed to not take a position on the Creek Club zoning. Bruce Kinney confirmed that the Board of Trustees did not take a position on the Creek Club zoning appeal but rather agreed to continue their plan to work with the potential Creek Club purchasers on a use agreement that benefits the community at large by keeping accessibility to the building and boating facility. She asked that Bruce Kinney forward a notification to the Town of Mount Pleasant advising that he misspoke at the zoning appeal that he lives on Saturday Road. Mr. Kinney advised that although he did misspeak, he signed in at his correct address [redacted] He will take her suggestion under advisement. Catherine Templeton advised that she and other I'On residents were disappointed with the Boards' actions regarding the zoning appeal. Lee Ann Adkins wants to know if the Board of Trustees has a position on the civic use of the Creek Club.

Catherine Templeton discussed the easement at the Creek Club as it relates to the residents use of the docks. She recommended to the Board of Trustees that they seek legal advice on whether South Carolina law supports "easement by necessity" for landlocked parcels, in this case, access to the docks. She wants the Board of Trustees to hire a consultant to find the cost to purchase and use the Creek Club and I'On club and put a suggestion to the owners of I'On. She presented the Board of Trustees with the letter dated February 26, 2009 and suggests it be taken to the I'On Assembly attorney to review. Bruce Kinney advised that all comments would be taken into consideration.

John Powers made a motion to pay $59.00 for a new flag at the entrance to I'On. Sheri Cooper seconded the motion. All in favor. Motion carried.

Minutes

Brady Anderson made a motion to accept the January 15, 2009 Board of Trustees meeting minutes as presented. Sheri Cooper seconded the motion. All in favor. Motion carried.

AMCS Report

AMCS representative reported the following account balances as of January 31, 2009:

Operating Account-Wachovia	$21,074.44
Operating Account-RBC	$281,724.79
Fidelity Investment Account	
Capital Reserve Funds	$396,674.39
Operating Funds in Reserves	$69,476.39
Harbor National Accounts	
CD #	$32,454.39
CD #	$31,775.93
CD #	$30,732.00

AMCS representative stated the that Board of Trustees meeting packet was sent out on February 20, 2009 to the Board of Trustees giving them a chance to review the operating statement, twelve month trend, balance sheet, open and closed work orders. AMCS asked the Board of Trustees if there were any questions regarding these reports. There were no questions from the Board of Trustees. The violation report, collection report, and lien report were discussed in executive session.

AMCS representative reported that as of February 26, 2009, 292 homes have not yet paid their 2009 dues.

House Fire

A letter was sent from AMCS representative to the homeowners, requesting a response as to when they are scheduled to begin clean up. The Board of Trustees advised that the police investigation is complete, and the burden of responsibility falls on the homeowner.

Fireworks

Brady Anderson presented a draft of guidelines of fireworks use in I'On that he and David Neimann worked up. The Board of Trustees discussed enforcing an age rule regarding fireworks. The Board of Trustees also discussed having homeowners have an input into the fireworks regulations. Barbara Fry discussed addressing the subject of fireworks in the May newsletter, possibly including a survey to get feedback before the guidelines are enforced.

Infrastructure

Parking Plan Enforcement

The Board of Trustees reviewed the infrastructure committee report prepared by John Powers.

There is some confusion as to what the Mount Pleasant Police Department can (or is willing) to enforce. Since the streets belong to the Town of Mount Pleasant, can we/they enforce rules in our covenants? John Powers will get more information regarding the parking situation.

Ramble

The decision was made to add crushed slate to the Ramble Playground turn radius instead of extending the fence. The quote for bamboo in the Ramble will be discussed at a later date.

Amenities

Maybank Green Parking

The Board of Trustees decided to limit parking on Maybank Green to public events, only on a case by case basis.

Reservation request for the Maybank Green's use as a temporary parking lot must follow the following guidelines:

- The Maybank Green may only be reserved for parking if the event is of such a scale that on street parking will not suffice, and the event is open to the public. The Green may not be reserved for private events.
- The person making the reservation must submit a valid credit card.
- A pre and post event irrigation check to be paid for by the person making the request have to be done.
- Any and all damage caused to The Green is the sole responsibility of the person making the reservation. The Homeowners Association will require that the individual making the reservation be financially liable to any damages and resulting repairs.

Proxy Plan
Everyone is making progress with the phone calls and e-mails. Another mailing is going out for non-resident owners.

Treasurer Reports
The 2008 tax returns are complete. 2008 ended with a net income excess of $34,000.00.

Barbara Fry made a motion to transfer $30,000.00 from the 2008 net income to reserves. Matt Walsh seconded the motion. All in favor. Motion carried.

Communications Committee
The Board of Trustees reviewed the communications report prepared by Barbara Fry.

The Board of Trustees agreed to continue to attach the committee reports to the minutes.

The website committee is continuing to make progress with the website design.

External Relations
The Mount Pleasant Recreation Department is being allowed to temporarily use the soccer field.

Next meeting will be held on March 25, 2009 at 5:30 PM at the I'On Company Upstairs Conference Room.

_____
Barbara Fry, Secretary

I'ON

Proposal to Amend I'On "Planned Development" Zoning Ordinance
Presented to the I'On Assembly August 22, 2007
Proposal valid through December 31, 2007

Proposed Change: Increase the total permitted home sites in the neighborhood not to exceed 48 lots from 762 to a maximum of 810. This will include up to 43 residential home sites in Phase 11 and converting the Creek Club overflow parking area into five residential home sites with a portion reserved for event parking. Add an additional entrance and roundabout at Muirhead Road and future Jane Jacobs Street.

The development has 11 residential units available. The following outlines these final 11-unit uses:

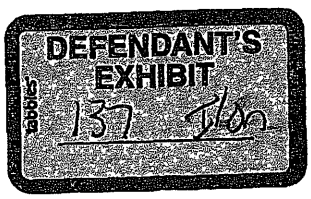
- Convert CM-12 and CV-8 at the intersection of Shelmore and Montrose to three residential home sites.
- Convert CM-9 at the intersection of Ponsbury Road and Sowell Streets into three residential home sites.
- Convert CV-10 on Civitas Street near the I'On Club into two home sites and/or community/school park.
- Subdivide Lot 350 on North Shelmore near the I'On Square into two lots.
- Assign remaining two units to complete the Jefferson Canal project.

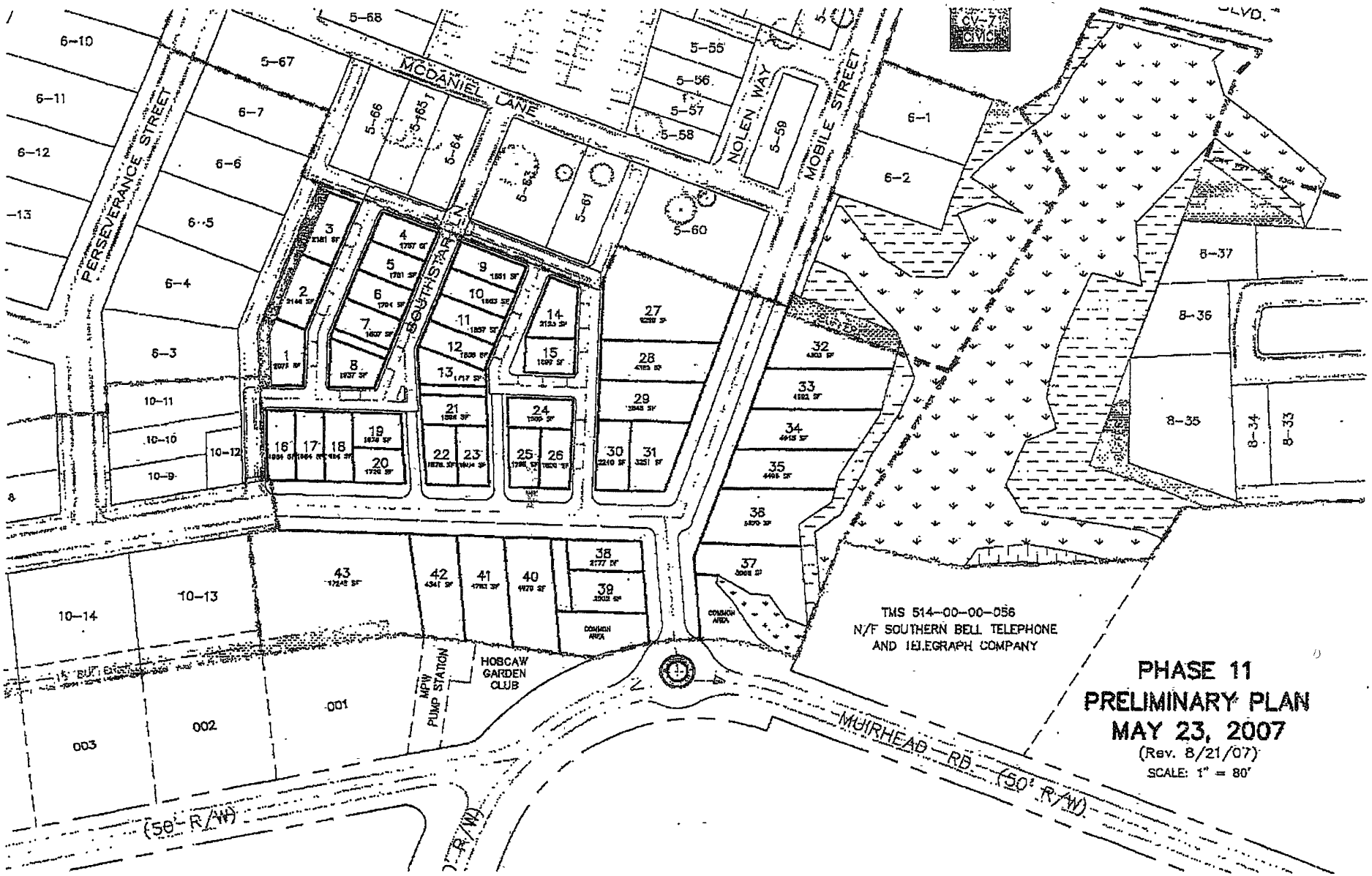
If approved by Town Council, The I'On Company will contribute $60,000 for each additional lot. This equates to a donation of up to $2.88 million, and will be disbursed on or before the Phase 11 development loan closing, anticipated to take place within 180 days of the PD amendment approval by Town of Mt. Pleasant. The donation would be split as follows:

- up to $670,000 to the I'On Assembly, Inc.
- up to $670,000 to the I'On Trust
- up to $670,000 split evenly among community church organizations
- up to $670,000 to the East Copper Montessori Charter School
- $200,000 to design and construct roundabout entrance at Muirhead Road

Donation conditions:

- Before moving forward, this amendment must be endorsed by the Board of Trustees of the I'On Assembly.
- The I'On Assembly Board agrees to lead the effort to obtain town and SCDOT approval for the Muirhead Entrance. The I'On Company will help prepare necessary documentation including encroachment permits, applications, and offer financial support for entrance construction.
- The I'On Assembly Board agrees to be a co-applicant with the Trust, churches, and Montessori School on the Application for Amendment.
- A representative from the I'On Assembly Board will assist with the presentation of the amendment during the Mt. Pleasant Planning Commission and the Mt. Pleasant Town Council meetings. Other presenters are anticipated to include the Very Reverend John Burwell of the Church of the Holy Cross, Father Jay Parker of the Church of the Holy Ascension, Anne Register of the I'On Trust, and Jody Swanigan of the Montessori School. The I'On Company will prepare all documentation and provide logistical and financial support for the application.
- The monies contributed shall go toward public art, capital reserve accounts, facilities, or other endeavors that contribute to the long-term beauty and/or financial health of the neighborhood. Each organization must submit a plan to the I'On Company for the handling of these monies for I'On Company approval.




PERSEVERANCE STREET
MCDANIEL LANE
SOUTH STAR LN.
NOLEN WAY
MOBILE STREET
MUIRHEAD RD. (50' R/W)
(50' R/W)
HOSCAW GARDEN CLUB
MPW PUMP STATION
TMS 514-00-00-056
N/F SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY
PHASE 11
PRELIMINARY PLAN
MAY 23, 2007
(Rev. 8/21/07)
SCALE: 1" = 80'

Creek Club Sale Proposal

The following pages describe the Creek Club and one option to modify the overflow parking area. This is simply a preliminary plan and The I'On Company is willing to discuss more opportunities with the HOA.

Current Proposal:

- I'On Assembly to purchase the Creek Club for $700,000
- Overflow parking will be converted into five home sites with portion reserved for event parking
- The I'On Club will modify parking to provide approximately 50 off street spaces for events. This is ample room for events up to 150 guests. Average Creek Club event is 125 guests.
- The I'On Club will provide the I'On Assembly operational information to help evaluate revenue and operational cost. See following pages for more information

Creek Club at I'On

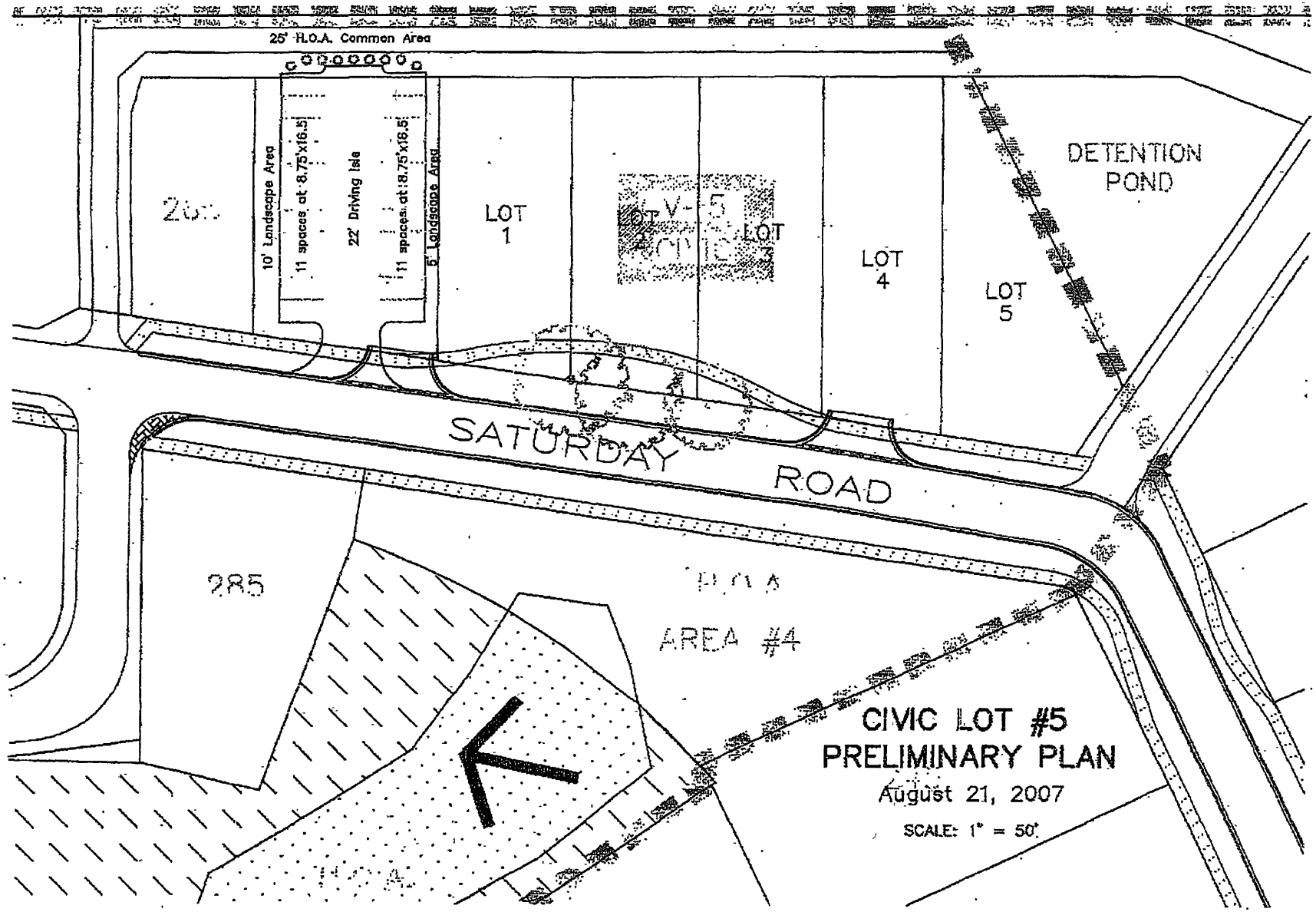
The Creek Club is located on the quiet banks of Hobcaw Creek with broad, shady porches and plenty of comfortable places to sit and relax. The views of the surrounding marsh are simply fabulous. The Creek Club's architecture is typical "Lowcountry", informal enough to be comfortable, yet classic in the line and form. It's appropriate for almost any occasion.

Quick facts about the Creek Club:

- Over 5000 sq. ft. including the deepest porches in the Lowcountry and an open floor plan - tall oversized windows overlooking the water on three sides, high ceilings and two grand fireplaces inside and outside.
- Large lawn area overlooking the creek with giant live oaks, perfect for an outdoor wedding or an oyster roast.
- Entertains 200 seated comfortably (inside and on porches). Inside seats up to 125 with room for music and buffet. Can entertain up to 250 for seated and standing event.
- The rental fee includes the use of 125 chairs (inside and porch use only), 15 (60") rounds, and 5 (30" x 72") rectangle tables- including set-up and breakdown, pre-event and post-event cleaning, and on-site supervision. Additional fee for the use of 125 chairs for ceremony (outside only)
- Saturday and Sunday rentals are for the entire day.
- On-site catering kitchen with no catering restrictions.
- BuzzOff Mosquito system

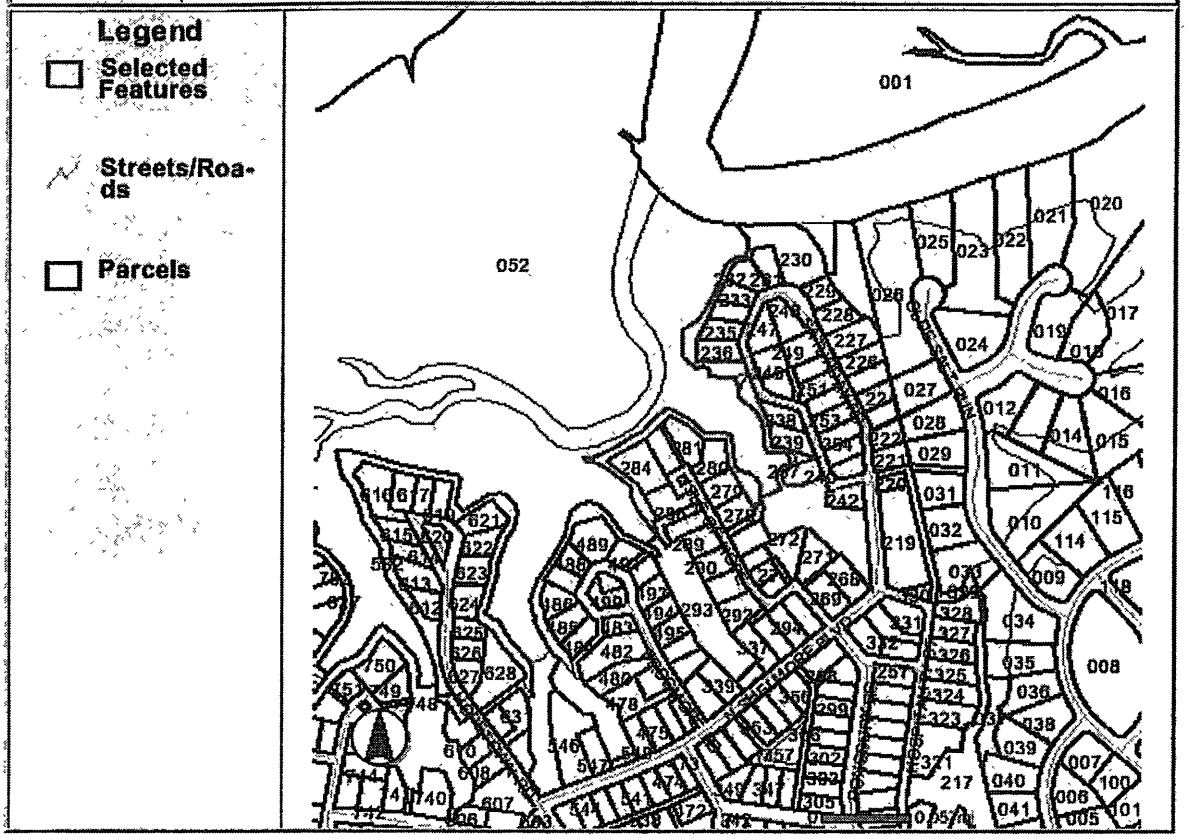
2007-2008 RATES *(Rates subject to change, please call to verify.)*	Weekday 8 am – 3 pm	Weeknight 4 pm – 11 pm	Friday Night 12 pm – 11 pm	Saturday 9 am – 11 pm	Sunday 9 am – 11 pm
Regular Season March, July, August November	$475	$575 $800 for Thurs	$2,000	$3,500	$3,000
Off-Season January, February	$475	$575 $800 for Thurs	$1,500	$2,800	$1,500
Peak-Season April, May, June, September, October	$475	$575 $925 for Thurs	$3,000	$4,500	$3,500
Holiday Rates December	$475	$575 $925 for Thurs	$2,000	$3,500	$3,000

**Additional fee may apply for a 9am-11pm rental on a Friday


25' H.O.A. Common Area
10' Landscape Area
11 spaces at 8.75'x16.5'
22' Driving Isle
11 spaces at 8.75'x16.5'
5' Landscape Area
LOT 1
LOT 2
LOT 3
LOT 4
LOT 5
DETENTION POND
SATURDAY ROAD
285
AREA #4
CIVIC LOT #5
PRELIMINARY PLAN
August 21, 2007
SCALE: 1" = 50'

Charleston County, South Carolina

Copyright 2004
Charleston County GIS
4045 Bridge View Drive
North Charleston, SC 29405-7464



PARCEL NUMBER : 5350600237

PARCEL ID:	5350600237
STREET NUMBER:	0
STREET NAME:	SATURDAY RD
PROP UNIT:	
PROP CITY:	
PROP ZIP:	29464
SITE NAME:	
GENERAL USE:	HOA
MOBILE HOMES:	0
SUBDIVISION:	I'ON PHASE II
LEGAL DESCRIPTION:	SUBPHASE A-E HOA #1
LGL HI ACRES:	1.81
LGL MAR ACRES:	0
LGL WATER ACRES:	0
LGL SWAMP ACRES:	1.05
LGL TOTAL ACRES:	2.86
TAX DISTRICT:	21
JURISDICTION:	CTA
PLAT BOOK:	EH-555
OWNER ON 1ST:	I ON ASSEMBLY INC
OWNER2 ON 1ST:	

DEFENDANT'S EXHIBIT
140 12Dn

I'On Defendants 004961

CURRENT OWNER1:	
CURRENT OWNER2:	
SALE DATE:	11/21/2000
DEED BOOK:	T359-440
WILL CODE:	
WILL DATE:	
C O NAME:	AMCS
MAIL STREET NUMBER:	2409
MAIL STREET NAME:	MALL DR STE A
MAIL UNIT:	
MAIL CITY:	NORTH CHARLESTON
MAIL STATE:	SC
MAIL ZIP:	29406-6506
MAIL COUNTRY:	
MAIL POSTAL CODE:	
SALE PRICE:	5
MULT LOT:	10
SPLIT CODE:	
MLOD GROUP:	
FINAL VALUE:	1300
BUILD COUNT:	0
AG USE VAL:	0
AG MARKET TOT:	0
LR APPROVE:	N
YEAR BUILT:	0
BEDROOMS:	0
FULL BATHS:	0
THREE QTR BATHS:	0
HALF BATHS:	0
TOTAL FINISH AREA:	0
LIVING AREA:	0
CONDO-BEDROOM:	0
CONDO FULL BATH:	0
CONDO H-BATH:	0
CAP LR VAL:	0
CAP ASSESSED VALUE:	0
CAP OTHER VALUE:	1300

BK T359PG440

STATE OF SOUTH CAROLINA)
) INDENTURE DEED
COUNTY OF CHARLESTON)

WHEREAS, The I'On Company, L.L.C., is a South Carolina Limited Liability Company, and Joseph E. Barnes, its Managing Member, is authorized to execute and deliver deeds on behalf of the Company.

KNOW ALL MEN BY THESE PRESENTS, that The I'On Company, L.L.C. in the State aforesaid for and in consideration of the sum of Five ($5.00) Dollars to it in hand paid at and before the sealing of these presents by I'On Assembly, Inc., the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release, subject to the exceptions, restrictions, easements and limitations hereinafter set forth unto the said I'On Assembly, Inc. the following described property, to-wit:

See Attached Exhibit "A" for Legal Description

TMS#: Portion of 514-00-00-052

Grantees' address: [redacted]

Mt. Pleasant, SC 29464

TOGETHER with all and singular, the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said Premises before mentioned, subject to the matters set forth in (a) through (k) on Exhibit "A", unto the said I'On Assembly, Inc., its Successors and Assigns forever.

AND subject to the matters set forth in (a) through (k) on Exhibit "A", The I'On Company, L.L.C. does hereby bind itself and its Successors and Assigns, to warrant and forever defend, all and singular, the said Premises unto the said I'On Assembly, Inc., its Successors and Assigns, against it and its Successors and Assigns, and all persons whomsoever lawfully claiming, or to claim the said or any part thereof.

By the acceptance of this deed, the Grantee(s) agree(s) to observe and be bound by the aforesaid Declaration of Covenants and Restrictions and the By-Laws of the Association which said Declaration shall constitute covenants running with the land and shall be binding upon the owner(s) of said lot and the owner's family, servants, guests, invitees and tenants.

IN WITNESS WHEREOF, The I'On Company, L.L.C., a South Carolina Limited liability company, has caused these presents to be executed in its name by Joseph E. Barnes, as Managing Member, this 21st day of November, in the year of our Lord Two Thousand and in



BK T359PG441

the Two Hundred Twenty-Fifth Year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED

THE I'ON COMPANY, L.L.C.

By: _____
Joseph E. Barnes
Its: Manager

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON) ACKNOWLEDGMENT

The foregoing Instrument was acknowledged before me this 21st day of November, 2000 by The I'On Company, L. L. C., by Joseph E. Barnes, its Manager.

NOTARY PUBLIC FOR SOUTH CAROLINA
MY COMMISSION EXPIRES: 6/29/2002
AFFIX SEAL

BK T359PG442

Exhibit A

All those pieces, parcels or strips of land, situate, lying and being in I'On, Town of Mt. Pleasant, Charleston County, SC and known and designated as "HOA Access" and "25' Natural Buffer" said buffer running parallel to Mathis Ferry Road as shown on that certain plat entitled "Final Subdivision Plat of Lots 11-49, 60-69, Phase 1-A, I'On, Town of Mt. Pleasant, Charleston County, SC", said plat being prepared by Thomas & Hutton Engineering Co. and being dated April 12, 1998 and being filed in the RMC Office for Charleston County in Plat Book EC at page 631 on July 22, 1998; said lot having such actual size, shape, dimensions, buttings and boundings as shown on said plat, reference to which is hereby made for a more complete description.

ALSO

All that lot, piece or parcel of land, situate, lying and being in I'On, Town of Mt. Pleasant, Charleston County, SC and designated as beginning at a point on the southeast property corner of Lot 18 and Prescient Street and running in a general westerly direction for 9.35' to the northeast property corner of Lot 19 then turning S 11 degrees 34 minutes and 03 seconds E for a distance of 47.36', then turning S 25 degrees, 41 minutes, 30 seconds E for a distance of 27.00, then turning S 81 degrees, 42 minutes, 25 seconds E for a distance of 51.08', then turning N 08 degrees, 17 minutes 35 seconds E for a distance of 6.00' then running in a generally northwest direction along the right-of-way of Prescient Street back to the point of the beginning, as shown on that certain plat entitled "Final Subdivision Plat of Lots 11-49, 60-69, Phase 1-A, I'On, Town of Mt. Pleasant, Charleston County, SC", said plat being prepared by Thomas & Hutton Engineering Co. and being dated April 12, 1998 and being filed in the RMC Office for Charleston County in Plat Book EC at page 631 on July 22, 1998, said lot having such actual size, shape, dimensions, buttings and boundings as shown on said plat, reference to which is hereby made for a more complete description.

ALSO

All those pieces, parcels or strips of land, situate, lying and being in I'On, Town of Mt. Pleasant, Charleston County, SC and known and designated as "HOA Access" and "25' Natural Buffer", said buffer running parallel to Mathis Ferry Road and "Open Area, 4,433 sq. ft" as shown on a plat entitled "Final Subdivision Plat of Lots 137-155, CM1-CM9, CV1 - CV2 of Phase 1-B, and Lot 10 of Phase 1-A, I'On, Town of Mt. Pleasant, Charleston County, SC" said plat being prepared by Thomas & Hutton Engineering Co. and being dated July 15, 1998 and being filed in the RMC Office for Charleston County in Plat Book EC at page 976 and 977; said lot having such actual size, shape, dimensions, buttings and boundings as shown on said plat, reference to which is hereby made for a more complete description.

ALSO

All those pieces, parcels or strips of land, situate, lying and being in I'On, Town of Mt. Pleasant, Charleston County, SC and known and designated as "HOA Access", "HOA Open Space, 3,590 sq. ft." and "HOA 2,500 sq. ft.", said 2,500 sq. ft. tract being surrounded by a road known as Boathouse Close as shown on a plat entitled "Final Subdivision Plat of Lots 50-58, 70-91, Phase 1-C-1, I'On, Town of Mt. Pleasant, Charleston County, SC" said plat being prepared by Thomas & Hutton Engineering Co. and being dated January 26, 1999, and being filed in the RMC Office for Charleston County in Plat Book ED, page 225; said lot having such actual size, shape, dimensions, buttings and boundings as shown on said plat, reference to which is hereby made for a more complete description.

ALSO

All those pieces, parcels or strips of land, situate, lying and being in I'On, Town of Mt. Pleasant, Charleston County, SC and known and designated as "HOA Access" specifically excluding the HOA Access and Utility Easement running parallel to Lot 108, "Jefferson Canal" and "Lafayette Canal" as shown on a plat entitled "Final Subdivision Plat of Lots 92-136, Phase 1-C-2, I'On, Town of Mt. Pleasant, Charleston County, SC" said plat being prepared by Thomas & Hutton Engineering Co. and being dated November 11, 1998, and being filed in the RMC Office for Charleston County in Plat Book ED at page 227; said lot having such actual size, shape, dimensions, buttings and boundings as shown on said plat, reference to which is hereby made for a more complete description.

ALSO

All those pieces, parcels or strips of land, situate, lying and being in I'On, Town of Mt. Pleasant, Charleston County, SC and known and designated as "HOA Access" and "Eastlake 13.48 Acres" as shown on a plat entitled "Plat of Eastlake Containing 13.48 Acres, Owned by The I'On Company, I'On, Town of Mt. Pleasant, Charleston County, SC" said plat being prepared by Thomas & Hutton Engineering Co. and being dated December 21, 1998, and being filed in the RMC Office for Charleston County in Plat Book ED at page 229; said lot having such actual size, shape, dimensions, buttings and boundings as shown on said plat, reference to which is hereby made for a more complete description.

ALSO

All those pieces, parcels or strips of land, situate, lying and being in I'On, Town of Mt. Pleasant, Charleston County, SC and known and designated as "20' HOA Access" and "30' HOA Access", but specifically saving and excepting the area designated "20' HOA Access" running parallel to the Lot 186 northern property line as shown on a plat entitled "Final Subdivision Plat of Lots 156-188, Phase 3, I'On, Town of Mt. Pleasant, Charleston County, SC", said plat being prepared by Thomas & Hutton Engineering Co. and being dated April 7, 1999, and being filed in the RMC Office for Charleston County in Plat Book ED at page 328; said lot having such actual size, shape, dimensions, buttings and boundings as shown on said plat, reference to which is hereby made for a more complete description.

ALSO

All those pieces, parcels or strips of land, situate, lying and being in I'On Subdivision, Town of Mt. Pleasant, Charleston County, SC and known and designated as "HOA Access", "HOA #1, 35,790 sq. ft.", "Pond HOA Area", "HOA #2, 31,239 sq. ft.", "HOA Area", as located in the center of Isle of Hope, "HOA #4, 13.010 sq. ft.", "10' HOA Area between Lots 255 and 256, "Wetlands & Detention Area", "20' HOA Access", "25' HOA Access", "10' HOA Access" between Lots 244 and 246 as shown on a plat entitled "Conditional Plat of Phase II, Subphases A-E, I'On, Town of Mt. Pleasant, Charleston County, SC", said plat being prepared by Thomas & Hutton Engineering Co. and being dated March 17, 1999, and being filed in the RMC Office for Charleston County in Plat Book ED at pages 108 and 109; said lot having such actual size, shape, dimensions, buttings and boundings as shown on said plat, reference to which is hereby made for a more complete description.

ALSO

All those pieces, parcels or strips of land, situate, lying and being in I'On, Town of Mt. Pleasant, Charleston County, SC and known and designated as "20' HOA Access", "HOA, 3,319 sq. ft.", "HOA, 4,150 sq. ft.", "HOA 9,312 sq. ft.", "HOA, 1.180 sq. ft.", "HOA 59,536 sq. ft.", "HOA 5,762 sq. ft." and "20' S.S.E." as shown on a plat entitled "Conditional Plat of Phase II, Subphase F & A Portion of Subphase B, I'On, Town of Mt. Pleasant, Charleston County, SC", said plat being prepared by Thomas & Hutton Engineering Co. and being dated October 5, 1999, and being filed in the RMC Office for Charleston County in Plat Book ED at page 670; said lot having such actual size, shape, dimensions, buttings and boundings as shown on said plat, reference to which is hereby made for a more complete description.

ALSO

All those pieces, parcels or tracts of land, situate, lying and being in I'On, Town of Mt. Pleasant, Charleston County, SC and known and designated as "Wetland #2", "Wetland #4", "Wetland #5", "Wetland #6" "Wetland #7", "Wetland #8" and "Wetland #9", as shown on a plat entitled "Plat of Wetlands and Buffers, I'On, Town of Mt. Pleasant, Charleston County, SC", said plat being prepared by Thomas & Hutton Engineering Co. and being dated June 9, 1998, and being filed in the RMC Office for Charleston County in Plat Book EC at pages 899-903; said parcels having such actual size, shape, dimensions, buttings and boundings as shown on said plat, reference to which is hereby made for a more complete description.

ALSO

All those pieces, parcels or tracts of land, situate, lying and being in I'On Subdivision, Town of Mt. Pleasant, Charleston County, SC and known and designated as "HOA - Post Office Tract, 300 sq. ft" as shown on a plat entitled "Plat of the Subdivision of the Amenity Area, Phase 1-A, I'On to create HOA - Post Office Tract owned by the I'On Company, Town of Mt. Pleasant, Charleston County, SC", said plat being prepared by Thomas & Hutton Engineering Co. and being dated October 10, 2000, and being filed in the RMC Office for Charleston County in Plat Book DC at page 564; said parcels having such actual size, shape, dimensions, buttings and boundings as shown on said plat, reference to which is hereby made for a more complete description.

This being a portion of the property conveyed to the Grantor herein by deed of David N. Jordan, KREPS Investment Company, LLC, L-J, Inc. and Barbara J. Alford, as Trustee of the Trust under the Will of Hampton S. Alford dated August 12, 1997 and recorded August 12, 1997 in the RMC Office for Charleston County in Book J288 at page 190; further by deed of David N. Jordan, etal. dated July 30, 1998 and recorded August 10, 1998 in Book M308 at pgae 505; and further by deed of David N. Jordan, etal. dated January 11, 1999 and recorded February 9, 1999 in Book Y319 at page 382.

BK T359PG446

STATE OF SOUTH CAROLINA) AFFIDAVIT
COUNTY OF CHARLESTON)

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on the back of this affidavit and I understand such information.
2. Property located at I'on Subdivision (streets, roads and right of ways), +HOA areas Mt. Pleasant, Charleston County, SC bearing County Tax Map Number 514-00-00-052 was transferred by The I'On Company to I'On Assembly, Inc. LLC on 11/21/00
3. Check one of the following: The Deed is
   a) ____ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
   b) ____ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary
   c) EXEMPT from the deed recording fee because (exemptions 1-12) (If exempt, please skip items 4-7, and go to item 8 of this affidavit.) _8__
4. Check one of the following if either item 3(a) or item 3(b) above has been checked.
   a) The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of $_____
   b) The fee is computed on the fair market value of the realty which is $_____.
   c) The fee is computed on the fair market value of the realty as established for property tax purposes which is $ _____.
5. Check YES ____ or NO __x__ to the following: A Lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement or realty after the transfer. If "YES" the amount of the outstanding balance of this lien or encumbrance is $_____.
6. The DEED recording fee is computed as follows:
   a) $_____ the amount listed in item 4 above
   b) _____ the amount listed in item 5 above (no amount place zero)
   c) _____ subtract line 6(b) from Line 6(a) and place the result.
7. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: closing attorney .
8. I understand that a person required to furnish this affidavit who wilfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

Purchaser, Legal Representative
of the Purchaser, or other Responsible
Person Connected with the Transaction

SWORN to before me this 21 day of November, 2000.

Notary Public for SC, My Commission Exp: 12/9/04

THE WOODDY LAW FIRM
ATTORNEYS AT LAW
622 JOHNNIE DODDS BLVD.
MT. PLEASANT, SC 29464

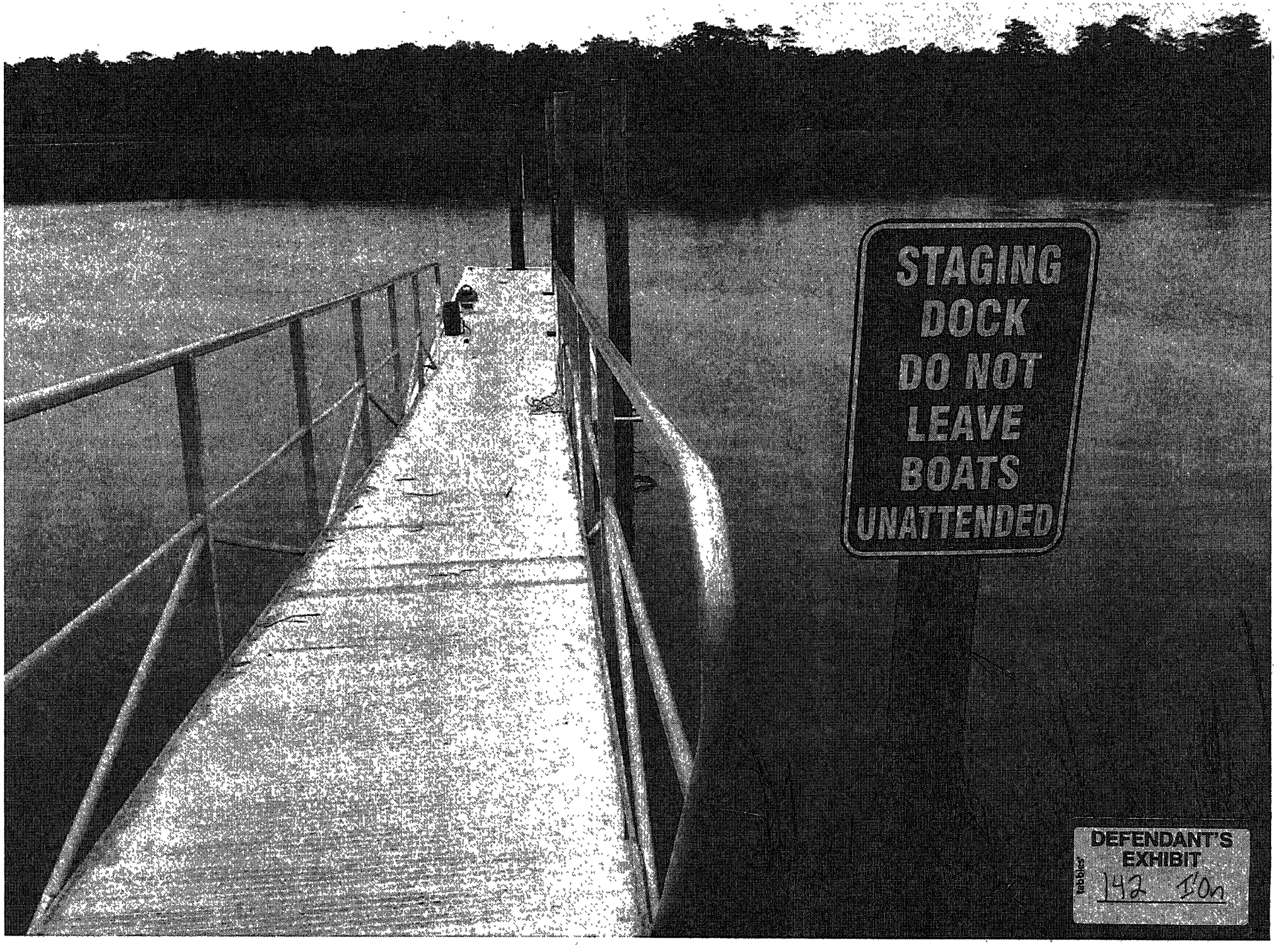
BK T359PG447

Recording Fee 13.00
State Fee
County Fee EXEMPT
Postage
TOTAL 13.00
A

FILED
T359-440
2000 DEC -5 PM 2:15
CHARLIE LYBRAND
REGISTER
CHARLESTON COUNTY SC

TMS VERIFIED
BAC DTE
BTD 12/6/00

RECEIVED FROM RMC
DEC 7 2000
PEGGY A. MOSELEY
CHARLESTON COUNTY AUDITOR


STAGING
DOCK
DO NOT
LEAVE
BOATS
UNATTENDED
DEFENDANT'S
EXHIBIT
142

---------- Forwarded message ----------
From: "Chad Besenfelder" <chad@iongroup.com>
To: "Kent Prause" <Kprause@townofmountpleasant.com>
Date: Tue, 23 Mar 2010 16:08:41 -0400
Subject: RE: Driveway connection @ I'On Club

Kent,

Thanks for the emails. Not that bad.. and it's the same few people complaining. Shocker!

Regarding the new approved plat, obviously it was an oversight that the plat did not include our fourth entrance. This particular item was not listed as a change or posted by Mt Pleasant. So, how significant is this? I believe this is the only viable thing Lea Ann can hang their hat on, even if it's just a technicality. Obviously, the developer did not approve this change to their PD. Any thoughts? Lea Ann will likely speak and use this plat change for a reason why not to approve the driveway. How will the town (you) respond to this?

I attached the letter from Jody Swanigan at the school and they are in full support of the Club drive plan we submitted. And the HOA support for ADUs. I also received a few emails just today from property owners supporting ADUs. Can we forward them to Planning Commission members? Should I send to the town's email address?

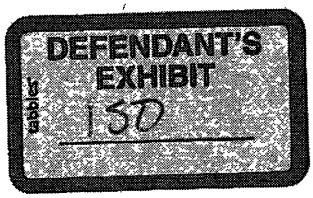
Many thanks Kent. We will have Tim Keane of Keane Co presenting our request tomorrow. I think he will like to show a few slides. Could I send them to you before lunch to have time to include them?

Chad

[redacted]

Chad Besenfelder

159 Civitas Street



Mt. Pleasant, SC 29464

Direct: 843.284.2129

Fax: 843.971.1664

Email: chad@iongroup.com

Website: www.iongroup.com

<image001.jpg>

From: Kent Prause [mailto:Kprause@townofmountpleasant.com]
Sent: Tuesday, March 23, 2010 3:05 PM
To: Chad Besenfelder
Subject: FW: Driveway connection @ I'On Club

W. Kent Prause III, AICP

Division Chief

Department of Planning and Development

Town of Mount Pleasant

PO Box 745

Mount Pleasant, SC 29465

P: (843) 884-1229

F: (843) 856-2195

kprause@townofmountpleasant.com

-----Original Message-----
From: catmcginn@comcast.net [mailto:catmcginn@comcast.net]
Sent: Monday, March 22, 2010 2:19 PM
To: Kelly Cousino
Cc: Kent Prause; Lynette Lynes
Subject: Fwd: Driveway connection @ I'On Club

Kelly

I received direct neighborhood correspondence regarding a public hearing. Please ensure all Planning Commission members have a copy as well.

Thank you

Cathy McGinn
----- Forwarded Message -----
From: LEAADK@aol.com
To: catmcginn@comcast.net
Sent: Saturday, March 20, 2010 10:22:32 AM GMT -05:00 US/Canada Eastern
Subject: Driveway connection @ I'On Club

Dear Ms. McGinn:

Regarding the driveway connection request from Mathis Ferry Road into the I'On Club parking lot – this matter came before you just last year and was deferred for some further work to the design, as I remember it. The new design submitted does not appear to be substantially different, nor does it adequately address the safety concerns raised in the initial review last year.

There have been previous requests for commercial connections onto Mathis Ferry from various property owners. In some cases, these connections would have provided the sole access point to particular parcels. In all cases, the disturbance to the scenic nature of Mathis Ferry Road came into play. The I'On Club already has three points of access from Mathis Ferry Road -- Eastlake Road, N. Shelmore Road, and Lowcountry Boulevard. The destruction to the Mathis Ferry Road buffer this driveway would cause is unjustifiable and would be a departure from recommendations made in the past.

The developer claims this driveway also serves as a long-approved fourth entrance into I'On. If so, the design is concerning as it brings thru traffic into a school and recreational club parking lot – and directly into a crosswalk, according to the drawn plan. Any convenience derived from this parking-lot plan is more than offset by the safety concerns raised.

As a significant side note, with the January 2010 final reading for amendment to the I'On PD Ordinance, the original technical plan showing this fourth entrance was repealed and replaced with a more recent sketch plan. The more recent sketch plan has no fourth entrance shown into I'On. I remind you care was taken in this amendment to provide for "future" development on Phase 11, even though all residential dwellings and commercial square footage are utilized fully. Since the replacement sketch plan was to indicate future plans for I'On, the fourth entrance is clearly not part of that plan. The Town may now claim this was an oversight. The developer may, as well. Reviewing minutes of the public hearing from November 2009 on this amendment prove the matter was discussed at length, all were aware of the issues, the developer was in attendance to hear the concerns and comment on them, and the Town itself was aware of the problems with repealing the original plan:

Steve Brock, speaking before the Commission: He asked that the issue be deferred in order to make an informed decision and not be too hasty...He suggested that the 1997 sketch

plan is a vested right and should not be repealed or replaced. He stated that there is no

reason to replace the approved technical plan. He suggested that erasing the 1997 plan

erases what I'On was going to be and should be carefully considered before a decision is

made.

Lea Ann Adkins, in correspondence to the Commission: I object to the original Technical Plan being repealed and having another "placed in its stead."

Ward Mundy, speaking before the Commission: He suggested that the original sketch plan represents what the developer promised to build and that there should be a fiduciary responsibility to develop the area in that manner. He suggested that the new sketch plan would basically rewrite history.

Speaking in support of amending the Ordinance "promptly" –

Vince Graham, developer of I'On, speaking before the Commission: He stated that they have done the best job possible and that this was a "cleanup" situation...He stated that he would like to move forward promptly.

Members of the Planning Commission and town staff also weighed in on the matter, and the direction from staff was clear regarding requests for more time to be certain of the amendment's accuracy:

"Ms. McGinn asked if staff had any objection to keep the public hearing open. **Mr. Prause** answered that it should be considered expeditiously. He suggested that there should only be a delay if there is a compelling reason...**Mr. Young** noted that the Town Council approval does require two readings which would provide ample opportunity for public input and review."

"Ms. McGinn stated that she is not comfortable with the word "repeal" and asked if it could be changed. **Ms. Woods-Flowers** suggested that it could be "amended". Mr. Prause suggested that this was legal language. **Mr. Young** asked for clarification that the new sketch plan would be the controlling sketch plan and controlling in every way upon final approval of Town Council."

The Commission agreed. Ms. McGinn moved to amend the motion to add the clarification that the new sketch plan would be the controlling sketch plan and controlling in every way upon final approval of Town Council. Mr. Chapman seconded the motion. Amendment passed on a 7 to 1 vote with Mr. Siegrist opposed and Mr. Wooddy abstaining.

Dr. Smith called for a vote on the amended motion. Motion passed on a 6 to 2 vote, with Mr. Brimmer and Mr. Siegrist opposed and Mr. Wooddy abstaining.

With the town attorney's specific direction that the new sketch plan would be "controlling in every way" and the clarification of such in the motion, it is quite clear that the amended sketch plan eliminates the fourth entrance along with other significant features and amenities from the original '97 Technical Plan. Despite requests for more time to fully understand the numerous and complex changes in this amendment, staff seems to have fast-tracked the action to its approval. Now the fourth entrance is entirely eliminated from the plan, and I respectfully request you not recommend approval of the driveway connection to the I'On Club from Mathis Ferry Road.

Sincerely,

Lea Ann Adkins

[redacted]

[redacted]

[redacted]

---------- Forwarded message ----------
From: "Julie O'Connor" <julieoconnor@americanvernacular.com>
To: "Chad Besenfelder" <chad@iongroup.com>
Date: Tue, 23 Mar 2010 15:10:10 -0400
Subject: ADU
Dear Chad:

I am writing to express my support for the change to the I'On Ordinance dealing with Accessory Dwelling Units. I have lived in I'On for almost 10 years and have been designing houses and accessory structures in the neighborhood for the same amount of time. The character and overall design of the neighborhood lend themselves perfectly to the addition of ADUs and it doesn't surprise me or phase me in the least that this ordinance revision has been suggested. I think the benefits of Accessory Dwelling Units are obvious in a neighborhood where smaller houses have been encouraged and high architectural standards continue to be enforced even in tough economic times. ADUs provide a convenient alternative to expensive hotel rooms for out of town guests. They also allow for additional income for families who otherwise wouldn't be able to live in this extraordinary community.

I am sure that there are concerns regarding traffic, increased population and parking. However, I honestly believe that there are many accessory buildings being used for this purpose already and the impact will not be significant. I support this change to the I'On Ordinance and feel that it is in keeping with the original goals and philosophy of I'On.

Sincerely,

Julie

Julie O'Connor
[redacted]

---------- Forwarded message ----------
From: "Brzezinski, W. Adam" <brzezinw@musc.edu>
To: "Chad Besenfelder" <chad@iongroup.com>
Date: Tue, 23 Mar 2010 14:44:28 -0400
Subject: ADU's
Chad

As an Ion resident I would like to pass on to you my thoughts about ADU's in our community. As you know I have recently completed buiding a mother-in-law accessory building on my property in Ion. I would have loved to put everything she needs in her own space but of course that was not permitted at the time. As our society changes and more older relatives live with families, these ADU's are a phenomonally good idea. Economic times as they are, these types of situaions will become much more common and our neighborhood and city must be adaptable.

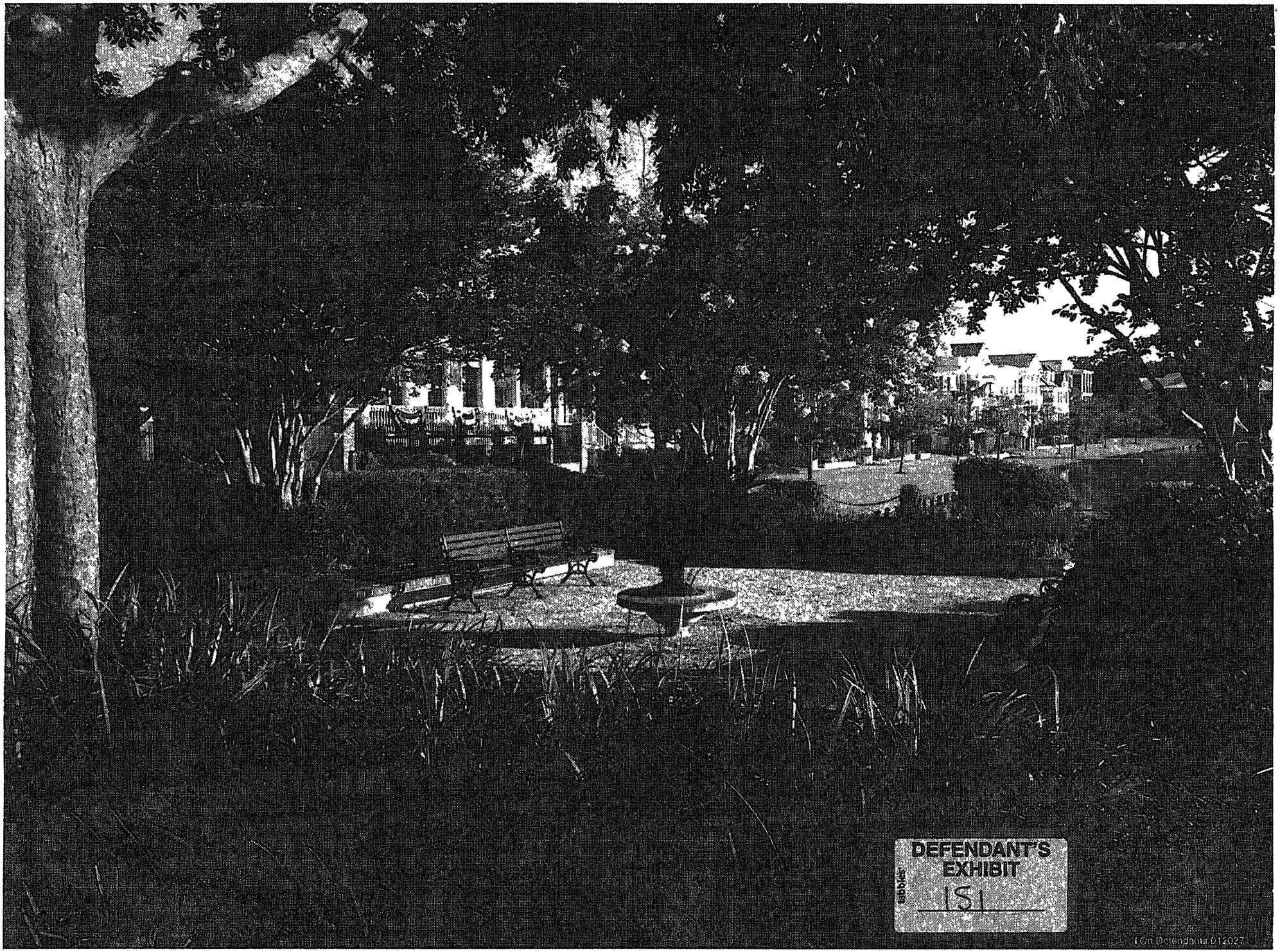
Please let this letter stand as my full support of ADU's in Ion. Let me know if there is anything I can do to advance this much needed improvement.

Sincerely,

Jay Brzezinski M.D.
[redacted]

--

--
Timothy J. Keane



DEFENDANT'S
EXHIBIT
151
Def Defendants 012027

Order on Appeal From Action of Zoning Official
Town of Mount Pleasant
Board of Zoning Appeals

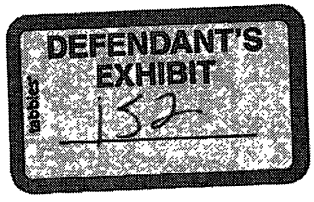
Case No. A-01-09

The Board of Zoning Appeals held a public hearing on February 23, 2009, regarding Case No. A-01-09, for an appeal from the decision of the Zoning Administrator that the use of the I'On Creek Club property located at 44 Saturday Road, I'On subdivision, TMS No. 535-06-00-230 is a permitted use pursuant to the provisions of Mount Pleasant Ordinance No. 97010.

Mr. Prause reviewed staff comments as follows:

- Referred to the letter from Mr. Joel P. Ford of December 8, 2008 and referenced attachments for an explanation of the Zoning Administrator's interpretation of the Creek Club use.
- Referred to the appeal documents filed by Ms. Catherine Templeton of [redacted] I'On subdivision on January 7, 2009 for an explanation of why she believes this decision is incorrect and the relief she seeks.
- Stated Town's position: Ordinance No.07010 expressly designates the Creek Club site for a civic building and neighborhood clubhouse use. Civic uses may include those uses which are "strongly vested with public or social importance." One could certainly posit that a wedding, for example, or the Mount Pleasant Cotillion gala, which recently occurred there, are obvious examples of uses vested with public or social importance.
- The Town does not want to be placed in the position of being the arbiter in issues of neighborhood clubhouse use. There are many, many neighborhoods that have these clubhouses and virtually all are used to a certain degree for these types of activities by a variety of entities. The Town has no desire to dictate to any neighborhood; neither I'On, Hobcaw, Creekside, Belle Hall, Dunes West, Charleston National, Snee Farm, Rivertown, Hamlin Plantation or any of numerous others with neighborhood clubhouses, to whom they may rent their facilities, for what purpose, for what remuneration, if any, or in what frequency.
- The courts in SC and elsewhere have consistently determined that controlling ownership of property is not a legitimate exercise of the local government police power; i.e. zoning. In fact, all neighborhood clubhouses are privately owned, even those owned by homeowner or neighborhood associations. Therefore, ownership by a private entity should not be an issue for zoning control.

Mr. Paul Dominick, attorney for Catherine Templeton, reviewed the request with the Board. He stated that Ms. Templeton takes issue with the Creek Club being a civic use. He stated that the opinion is based on the fact that the Creek Club is a neighborhood



clubhouse, which Ms. Templeton takes issue with as the I'On Creek Club is a privately owned business. He read a portion of Mr. Ford's letter as follows:

Therefore, there is no question that the Creek Club building is a neighborhood clubhouse, which the ordinance specifically identifies as a civic building...some are owned by neighborhood associations and used solely for the enjoyment of residents of the neighborhood.

Mr. Dominick stated that the Creek Club does not fit the definition outlined in Mr. Ford's letter as it is used for hosting events for profit and primarily for individuals and organizations outside of the neighborhood. He stated that the Creek Club does not have any members and does not fit the definition of the I'On Code defines "civic realm" not civic use as follows:

Those spaces in the neighborhood shared by all residents...they include thoroughfares, greens, parks, and squares.

Mr. Dominick stated that the Creek Club has a business license for commercial use, which is similar to the Cottage on the Creek. He stated that the Cottage on the Creek is privately owned and rents the facilities and does not have memberships. He stated that they are requesting that the Board overturn the decision of the Zoning Administrator.

Ms. LeAnn Adkins, [redacted], stated that her first reaction to Mr. Ford's letter was that the letter was in error as the facility is not used as a neighborhood clubhouse. She stated that 2007 HOA minutes says that the lack of a community center is an issue and that they inquired about using the Montessori School for meetings, but this did not come to fruition. Another meeting in 2007 indicates that there is no neighborhood center. In 2007, Chad Besenfelder indicated that the I'On Group is working on options for a neighborhood community center and could purchase the Creek Club for use as neighborhood center or rent the building as a community center for approximately $50,000. She stated that she wondered why the HOA would do this if the Creek Club was their neighborhood clubhouse. She stated that the Creek Club has been referred to as several things such as an event venue, a perfect venue, a conference and event site, a quintessential lowcountry option, etc. She stated that while you can say that the Creek Club is anyone of those things, it cannot be said that the Creek Club is a neighborhood clubhouse and the only one that does is Mr. Ford. She suggested that the basis of the ruling is in error.

Ms. Catherine Templeton, stated that civic uses does not have to be redefined. She stated that there is no control over what occurs at the Creek Club whatsoever. She stated that there is no access to the Creek Club by the I'On residents unless it is paid for. She stated that only recently have there been negotiations to sell the Creek Club. She stated Saturday Road continues through the middle of the subdivision and expressed concern with child safety. She expressed concern with parking as well and took exception with the overflow parking and stated that the parking area referred to is personally owned by the Grahams and not part of the Creek Club. She stated that there are few parking spaces

available at any given night in the subdivision. She stated that Mr. Ford relying on the fact that it looks like a neighborhood club and looks like a neighborhood club then it is a club. She suggested that this is incorrect and erroneous and should be repealed.

Ms. Susan Simpson, [redacted], stated that she lives next door to the Creek Club. She stated that the Creek Club was to be built for the I'On residents for civic use, but it is not being use for civic uses for I'On residents.

Mr. William Hamilton, stated that he has scheduled some meetings and events at the Creek Club during the week, but not on weekends because of not being able to afford the rental fee. He stated that the Creek Club fails to be a civic club. The Creek Club is not a part of the civic fabric of the community and the members of the club do not have control or vote over the club activities either. He stated that other clubhouses require a percentage of the members to live in the neighborhood, but not the Creek Club. He suggested that there should be a clear definition of the uses for the Creek Club. He stated that the Creek Club also controls the boat ramp and boat landing. He suggested that there needs to be a solid definition of civic uses to protect the civic buildings before they are lost. He asked that his affidavit be entered into the record in full. Mr. Garris stated that the affidavit would be entered into the record.

Mr. Bruce Kinney, [redacted], president of the board of trustees (HOA Board) stated that the current use of the Creek Club includes a recorded easement to allow use of the boat landing and boat ramp for all residents and that there are days throughout the year for annual uses such as annual and semi-annual meetings; events, etc. He stated that since the potential sale of the club became public there has been more interest in the uses at the Creek Club. He stated that there was a misconception that the I'On board owned the club. He stated that the board has reviewed the documents and stated that the vast majority of homeowners fear that the current use of the club will change after it is sold, but do not have many objections with the current uses. He stated that the I'On board voted to ensure that it is used in the future as in the past. Mr. Kinney stated that Ms. Templeton asked for an agreement with the new owner to have weddings and receptions and keep the use for meetings. He stated that the board agreed to amend the agreement that includes the following points:

- Agreement to have exclusive right to use the club building for one day a year
- Rules adopted by the club owner for use of the boat facilities would apply to all users
- Boating facilities would only be closed for repairs and would remain open during private functions at the Creek Club
- Acknowledge use for weddings, receptions, and other uses would be allowed as in the past
- Agreement could only be cancelled by the HOA assembly and the perpetual easement would be recorded and have continued civic use as well as provide a revenue source for upkeep of facilities.

Mr. Kinney stated that the board has agreed to enter into an agreement with the new owner to be used as has been used in past and is consistent with Dec 2008 letter from the Town of Mount Pleasant. He stated that a portion of the annual assessment is sent to the Creek Club owner to reserve for use of the club for up to 52 days a year.

Mr. Dan Orvin, attorney representing the I'On Creek Club, and Tom Graham, owner of club were present. Mr. Orvin stated that the property for the Creek Club includes the building, boat ramp and boat landing. He stated that the operation of boat ramp and landing built in 2000 with building constructed in 2001. He stated that the facility is used for numerous events such as Piccolo Spoleto, I'Onissimo, community oyster roasts, Charleston Animal Society, Muscular Dystrophy Association, etc. He stated that the building has also been used for HOA meetings. He stated that the Creek Club is a benefit to the community and adds marketing value to the neighborhood. He stated that the operation of the Creek Club has been consistent with the zoning designation of civic use. He stated that just because the civic uses have economic value does not invalidate the civic use. He stated that a 2003 Court of Appeals defined as a civic use the private school under the planned development. Thus, a private school, making a profit was a permissible civic use. Mr. Orvin stated that they understand that there is concern over change of ownership, but the use will remain the same as in the past seven years. A 1983 Court of Appeals case in Sullivan's Island cites that the use is the factor, not the ownership. It is a neighborhood clubhouse and when the planned development was established, the property was zoned for a civic use with the intention to have a clubhouse. He stated that it does meet the requirements for a civic use. He suggested that there is not a civic building in the area that does not have a rental or economic component. Mr. Orvin stated that only when the contract for sale of the property was announced was there any opposition raised regarding the use of the Creek Club. He stated that there has not been any opposition for seven years. He stated that the State vs. Sweat states that when interpreting an ordinance must receive a practical, reasonable interpretation of the language of the ordinance. He stated that the civic club a permissible use and this purpose is consonant with other clubhouses in the surrounding community. He stated that the Town must be allowed to interpret its own law.

Mr. Tom Graham, father of Vince and Jeff Graham who built I'On stated that the I'On Club owns the Creek Club and envisioned that it would be similar to the Sea Island Yacht Club. He stated that it was built to be a rental venue for all sorts of uses as an amenity to I'On. He stated that the rental has been advertised for private events on weekends with community, civic events and activities for the remainder of the week. He stated that it has been run this way since 2001 without incident. He stated that this is a legal use and have been consistent with the use since beginning.

Ms. Templeton stated that while she appreciates Mr. Graham and Mr. Kinney's efforts to negotiate with the potential owners, what is missing is the neighborhood component. She suggested that there is no control over the use of the club. She stated that the concern was raised when it was found that the neighborhood would not have any control over the events held and is now not an option. She suggested that the definition of Mr. Ford is not met by the Creek Club. She took issue with Mr. Donovan's statement that the HOA

board unanimously agrees and stated that she has e-mails to the contrary. She stated that she wants the property to continue to be used as civic property and for the Town to enforce that use.

Mr. Hamilton clarified that the Montessori School is a public school.

Mr. Orvin further clarified that at the time the case was heard, the Montessori School was a private school and had not applied for charter school status and that this was what the case law referred to. He stated that while he understands the concern, the issue is the current use of the building and not the possibility of a future violation.

Mr. Matt Walsh, [redacted], stated that he is vice-president and clarified that they approved to use the easement for perpetual use of the residents and did not vote for the current use.

Mr. Hollings asked Mr. Kinney how many days are allocated to civic uses for I'On residents. Mr. Kinney answered that the I'On residents negotiate for approximately one day a week for community events. He stated that approximately 26 of the 50 days for this year have been booked. Mr. Walsh stated that they have 52 dates at $150/day or $600 a month. Mr. Hollings asked if the dates are pre-assigned. Mr. Kinney answered that the dates are pre-arranged. Mr. Hollings asked if it is a partial day or full day. Mr. Walsh answered that it is usually a full day unless re-negotiated differently. He stated that this is negotiated annually. Mr. Hollings asked how many parking spaces are in the overflow parking. Mr. Kinney answered that he is unsure and that it is rarely used by assembly members. Mr. Hollings asked if use of the clubhouse facility is consistent with the zoning. Mr. Kinney answered that his opinion is that the use is desirable for the neighborhood. He stated that they are trying to have the right of the clubhouse once a week as a right instead of being negotiated on an annual basis. He stated that this would preserve the existing use. He stated that his opinion is that it would be consistent today.

Ms. Smyly asked about the parking on the club property. Mr. Chad Besenfelder, general manager, answered that the overflow has 50 parking spaces. Ms. Smyly asked what the designation was for the overflow. Mr. Besenfelder answered that he was unsure. Ms. Smyly asked how many spaces are at the club. Mr. Besenfelder answered that there are approximately 20-22 spaces, with 36 spaces of on-street parking. Ms. Smyly asked who holds the liquor license for the Creek Club. Mr. Besenfelder answered that the I'On Club does not hold the liquor license. Ms. Smyly asked about the impact assessment and how the traffic impact was discerned for civic uses. Mr. Prause answered that he was unsure. Ms. Smyly asked if the impact assessment specifically depicts traffic impact for civic uses. Mr. Prause answered that there is some consideration for uses and stated that it is beyond his expertise. Ms. Smyly asked if the potential for additional outside traffic was a consideration in the impact assessment for that use at the time of approval of the impact assessment and if sufficient parking was determined at that time. Mr. Prause answered that the traffic impact study shows the ITE codes, but it does not specifically note the civic use. He stated that in regard to the overflow parking, it is designated as a civic use lot. He stated that the parking was not felt to be a town issue as to whether it is used for

weddings or boat landing parking. Ms. Smyly asked if the zoning designates the types of uses such as to facilitate weddings, etc. Mr. Prause answered that there are certain zonings that allow those types of uses, including residential zoning. He stated that most of the golf communities are zoned R-1 including Rivertowne Country Club, Hobcaw Yacht Club, Snee Farm, Hamlin Planatation, Charleston National Country Club, etc. He stated that the code does not specifically address who can use the facility; that is between the residents and the person that runs the facility.

The Board convened for a short break at 7:53 p.m. The Board reconvened at 7:59 p.m.

Mr. Garris stated that the zoning map shows the property as a civic use and are common in other communities and quoted a portion of Mr. Ford's letter. He stated that based on the testimony he has heard, it is difficult to say that Mr. Ford has not done his job. He stated that there may be some things that must be done between the HOA and the owners of the club, but it is not a Town responsibility. He stated that it was zoned for a civic building and is being used for that, with the HOA having to pay for that use, which is not a violation of the determination.

Mr. Wilcox asked for a showing of those present that that lived in I'On prior to 1999 and have not called 911.

Mr. Morgan Templeton, stated that he has called 911 on several occasions and the response has been that nothing could be done and that it is a neighborhood matter, not a police matter. He stated that it is the board's duty is to uphold the law and they should do so. He stated that it is not a civic use on a civic lot.

Mr. Wilcox asked how one becomes a member of the HOA.. Mr. Templeton answered that an owner of property is a member of HOA. Mr. Wilcox asked about one of the photos reviewed by staff earlier and what the sign meant. Ms. Templeton answered that this refers to use of the docks, which are deeded to HOA through quit-claim deed. Mr. Orvin answered that these points are irrelevant to the issue. He stated that there is an easement allowing access to the docks.

Mr. Moore asked what the consequence would be for supporting the application. Mr. Prause answered that it could be appealed to the circuit court, appellate court, and then the supreme court as both parties do not appear to be near a resolution. Mr. Moore suggested that the definition of a club is not the issue, but the use of the club. He suggested that over the years it has satisfied the use as a civic building. He suggested that the building would not be built and approved if it did not comply with the zoning. He suggested that the building, by design, satisfied the civic building and clubhouse function. He suggested that the Board is not in the position to resolve the differences. He stated that it was unfortunate that there are neighbors in close proximity, but that this does not affect the use of the building.

Mr. Wilcox asked for clarification on the meeting time. Mr. Prause answered it was advertised that the meeting starts at 6:00 p.m. in the newspaper and on the property.

Ms. Smyly asked Mr. Graham about the ownership of the overflow parking. Mr. Graham answered that the civic lots are owned by the I'On Company with a civic lot zoning designation to support the events, etc. He stated that it is a necessary component with the construction of the building in order to have the civic use and is part of the contract for sale. Ms. Smyly suggested that the ownership as determined by the Zoning Administrator is correct and that it is a zoning and land use matter, regardless of the owner. She stated that a civic organization in the code includes a description that a civic organization operates for the benefits of its members and not the general public. She stated that the planned development regulations impose a geographical limitation relative to it being a neighborhood clubhouse. She stated that the limitation relates to the internal capture of traffic and has a lesser impact on the surrounding neighborhoods. She suggested that the definition in the planned development regulations imposes this geographical limitation. She stated that the unpublished order refers to a planned development statement that civic buildings are to be cited to be visual landmarks and symbols of identity within the community and ties to the definition of a civic use. She stated that she is conflicted on the mechanism used to regulate these types of clubs, understanding that there is allowance for outside neighborhood uses. She stated that there is no control by the HOA over use of the property, which does not fit in this definition as it is not a controlling aspect.

Ms. Smyly further stated that she believes this is a commercial use and if necessary the Town needs to endeavor to define the boundary of uses for civic uses. She stated that it appears from the impact assessment perspective, the overflow parking is utilizing another civic area that may be appropriate, but expressed concern that the general traffic impact from what seems to be a commercial use should more properly be allowed in a commercial district or perhaps an economic development district that is a tourism related use, particularly if this is a regional destination for events. She stated that she does not believe the current zoning is correct for the existing uses and should be better defined. She stated that regarding the neighborhood's ability to obtain the use of a clubhouse, the Board does not have the authority to dictate this.

Mr. Moore moved to uphold the Zoning Administrator's findings with the findings that there is a valid use under the zoning code and that it does perform its function and support the findings of the Zoning Administrator's letter dated December 8, 2008. Further, based on 156.411(A)(1) the decision of the Zoning Administrator is affirmed. Mr. Wilcox seconded the motion.

Mr. Garris read Mr. Ford's letter, dated December 8, 2008 for the record as follows:

> To Whom It May Concern:
>
> Please be advised that the current use of the I'On Creek Club as a venue for weddings, receptions, meetings and other similar special events is a permitted use pursuant to the provisions of Mount Pleasant Ordinance No. 97010.

Mount Pleasant Ordinance No. 97010 is a planned development ordinance consisting primarily of three separate documents: the "I'On Impact Assessment", "The I'On Code" and a sketch plan map entitled "I'On Technical Plan." Page three of the impact assessment document provides that, "Throughout the community, specific sites are designated for civic buildings – *neighborhood clubhouses*, a scout den hut, churches and other civic uses" (Emphasis added). The I'On Technical Plan map specifically identifies the Creek Club parcel as a civic building site. Page seven of the impact assessment document contains two photographs of the Sea Island Yacht Club in Rockville, SC with the notation that "*Clubhouses* in I'On will be modeled after traditional structures like the Sea Island Yacht Club in Rockville, SC." (Emphasis added, again) The Creek Club building is a very close architectural replica of the Sea Island Yacht Club building. Therefore, there can be no question that the Creek Club building is a neighborhood clubhouse, which the ordinance specifically identifies as a type of civic building.

Such neighborhood clubhouses are common throughout the Town of Mount Pleasant and other communities. Some are owned by neighborhood associations and used primarily for the enjoyment of the residents of the neighborhood. Others are privately owned and offer memberships not only for those living in the neighborhood but to the general public also. Virtually all are rented at different times for various functions to a variety of different folks: neighborhood residents and non-residents, members and non-members. The town does not regulate these aspects of neighborhood clubhouse use, believing these matters are best handled privately between those involved.

Please also be advised that Sections 156.411(A)(1) and (5) of the Mount Pleasant Zoning Code provide a mechanism to appeal this determination to the Mount Pleasant Board of Zoning Appeals.

Sincerely,
Joel P. Ford, Director

Mr. Garris called for a vote on the motion. Motion passed on a 4 to 1 vote, with Ms. Smyly opposed and Mr. Lane abstaining.

Additionally, after consideration of the evidence and arguments and statements presented, the Board makes the following specific findings of fact and conclusions:

1. "Use" is the relevant and controlling factor in determining if the Zoning Administrator's decision is valid in this situation. "Ownership" and "control of the property" are not relevant and controlling factors in this regard.

2. The following uses are common at the I'On Creek Club and are properly categorized as civic: weddings, receptions, I'On HOA meetings, I'On community events, and other special and private events.

3. The I'On Creek Clubhouse operates just like other clubhouses in the Town of Mount Pleasant which are located in other subdivisions around the Town.

4. The I'On Creek Club is a civic building being "used" for civic purposes.

5. The Zoning Administrator's decision in this case is reasonable and valid.

THE BOARD, THEREFORE, ORDERS that the requested appeal from the action of the Zoning Administrator is **denied** and the Zoning Administrator's decision is **affirmed.**

Date issued: 4-7-09

Brian M. Carris, Chairman

Charles Moore

Robert M. Hollings, Jr.

Dave Wilcox

Saila Toropainen-Smyly (DISSENTING)

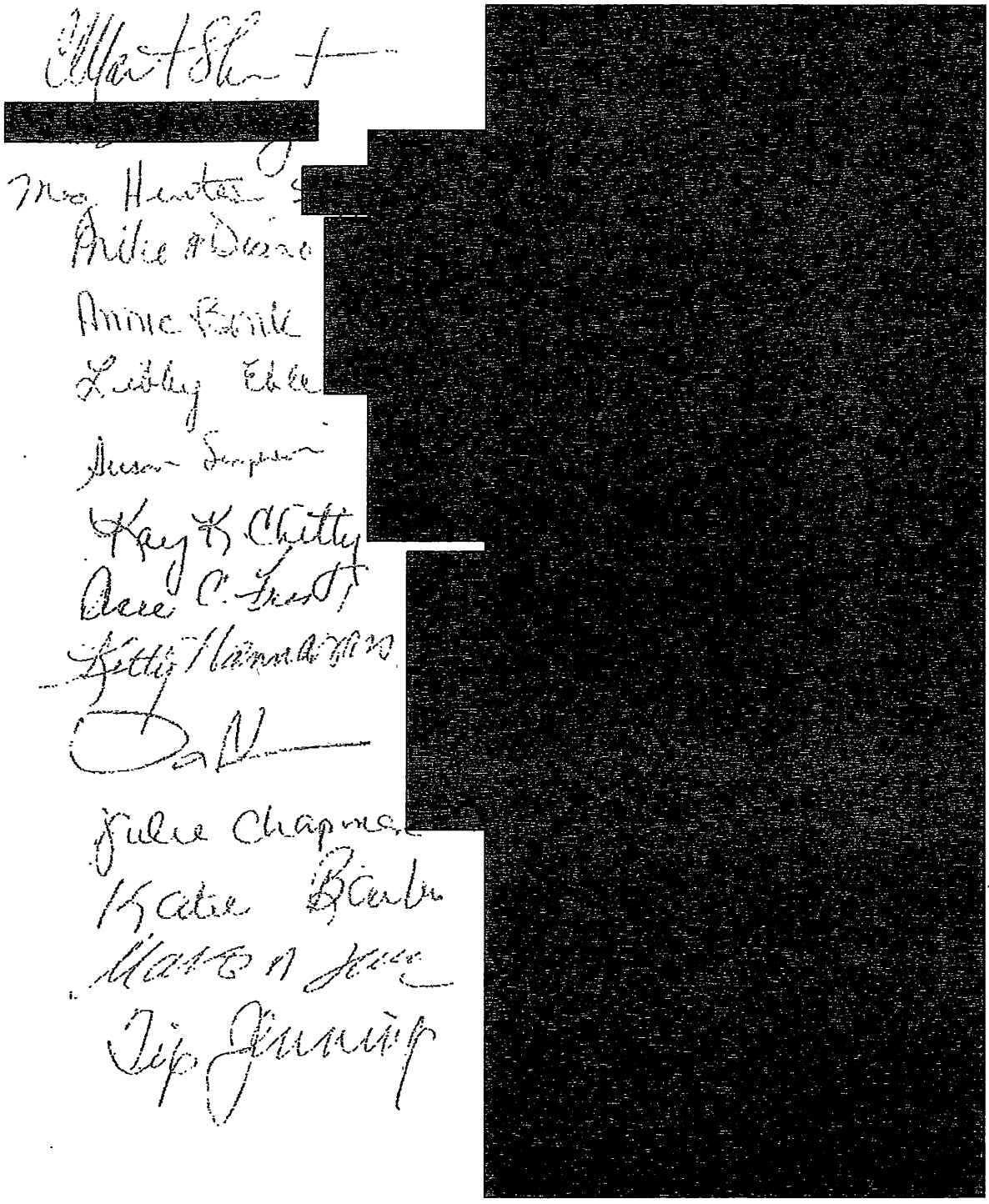
Date mailed to parties in interest: 4-8-09

W. Kent Crause III
Secretary

Notice of appeal to Circuit Court must be filed within 30 days after date the Order was mailed.

We request that the I'on Homeowners' Association Board protect the PUD by supporting the Creek Club zoning appeal to the Mount Pleasant Board of Zoning Appeals. We also request that the Board pay the $3,100 in filing and attorney fees required for this appeal.

Name	Street Address
[illegible]	[redacted]
[illegible]	
[illegible]	
[illegible]	
[illegible]	
[illegible]	
[illegible]	
Lea Ann Atkins	
Gene Chumley	
Kelly Shackelford	
Peter Perera	
Bob [illegible]	
[illegible]	
[illegible]	
[illegible]	
[illegible]	
[illegible]	



Property Mgr3

From: Helen Hutson [hhutson@amcs-inc.com]
Sent: Thursday, June 10, 2004 2:21 PM
To: Ed Clem (E-mail) (E-mail); Gaye Joyner (E-mail)
Cc: Cheryl Wilson (E-mail)
Subject: FW: I'on

Mr. Clem,
Attached is the original email I forwarded to you May 6th.
Let me know if you have any questions?

Thanks,

Helen L. Postell Hutson
[redacted]

-----Original Message-----
From: Helen Hutson [mailto:hhutson@amcs-inc.com]
Sent: Thursday, May 06, 2004 10:36 AM
To: 'Ed Clem (E-mail) (E-mail)'; 'Gaye Joyner (E-mail)'; 'Cheryl Wilson (E-mail)'
Subject: FW: I'on

Mr. Clem,
Pls. review and get back with me.

Thanks

Helen L. Postell Hutson
[redacted]

Helen-

I have had the opportunity to review the Recreational Easement and Agreement to Share Costs as you have requested. I have viewed the document from the point of view of the Assembly in determining the issues that might unfavorably impact the Members. Having reviewed the document I note the following:

1. The document was written with a bias strongly favoring the Club and giving the Club extraordinary flexibility in its operation and financial aspects; and
2. It potentially provides a vehicle for serving the community at large to a disproportionate degree, thus decreasing the value to the Members, and, potentially, introducing substantial numbers of non-residents to the community and to its common areas; and

DEFENDANT'S EXHIBIT 155

3. Without controls on the numbers of non-residents using the facilities and a solid provision for dealing with the associated costs, it is more likely than not that the Members would end up being surcharged unfairly for such non-residents' use; and
4. The accounting provisions provide for audit at the Members' expense- this is a costly venture, and, as loosely as the document is written, so long as monies are paid out, the Members will pay their share. The problem with this is that they could pay their employees/officers more than a competitive wage and you would have no standing to complain. Moreover, since there is nor real formula for apportioning the expenses, you would be at the mercy of any creative Club accountant; and
5. Since l'on is providing substantial lake access to the Club, there should be some quid-pro-quo in the form of reduced costs to Members when compared to the non-residents.

Not knowing the current situation as to the availability of modifications to the Easement, I have not re-written it as I would like to see it, but if I can meet with you and the officers of the Assembly to discuss my suggestions for specific changes and how they feel about them it would be a simple matter to do so.

Please convey my apologies to the Board for the delay, my only excuse is that we have had staff illnesses here and I have been busier than the well known one-armed paperhanger.

Rick

Property Mgr3 [redacted]

From: Cheryl L. Wilson [cwilson@amcs-inc.com]
Sent: Thursday, June 24, 2004 1:01 PM
To: 'brad walbeck'
Subject: RE: landscape issues in I'on

Dear Mr. Walbeck

I am working on getting someone out there to address the lighting at the front entrance.

I have contacted Lawn-O-Green and they will make sure the Ramble is addressed by the end of this week.

The right side of the main entrance was infested with dollard weed, which the area has been treated for. The grass could not grow in this area due to this type of weed but I have been assured that the grass will start to come back now that the weed infestation has been addressed.

I believe the town of Mt. Pleasant is responsible for the center island at the roundabout. Lawn-O-Green does try to tidy it up upon our request. I have spoken to Lawn-O-Green and they will be addressing this area tomorrow.

I have told Lawn-O-Green about the fountain as well.

The sprinkler system at Maybank Green is in fact working, the problem is that the contractors in that area our unplugging the control box. Lawn-O-Green is working on a solution.

The irrigation in I' On was not handed over to Lawn-O-Green until the middle of May, before then it was controlled by the Landscape Committee. Lawn-O-Green is working diligently on repairing and maintaining the irrigation system throughout the community.

The Board has made a decision on the mulch and I ordered it today. It will be installed around the middle part of next week. Also, the Board has approved the installation of some annual plantings around the community, this is being installed today.

The Board is aware of the landscape problems in I' On and are actively working on a solution at this time.

I hope I have answered all your questions and concerns. If you should feel a need to discuss these matters further, please do not hesitate to contact me.

Thank you,

6/24/2004

DEFENDANT'S EXHIBIT 157

Cheryl L. Wilson
Community Manager
[redacted]

-----Original Message-----
From: brad walbeck [mailto:walbeck@msn.com]
Sent: Wednesday, June 23, 2004 7:47 PM
To: cwilson@amcs-inc.com
Subject: landscape issues in I'on

Hi Cheryl,

The light at the main entrance to I'on is out.

Also, the grass at the Ramble has not been mowed in several weeks.

There is no grass (only weeds and dirt) on the right side of the main entrance to I'on. Whose responsibility is this? There used to be grass there.

Who is responsible for maintaining the landscape in the roundabout on Mathis Ferry Road?

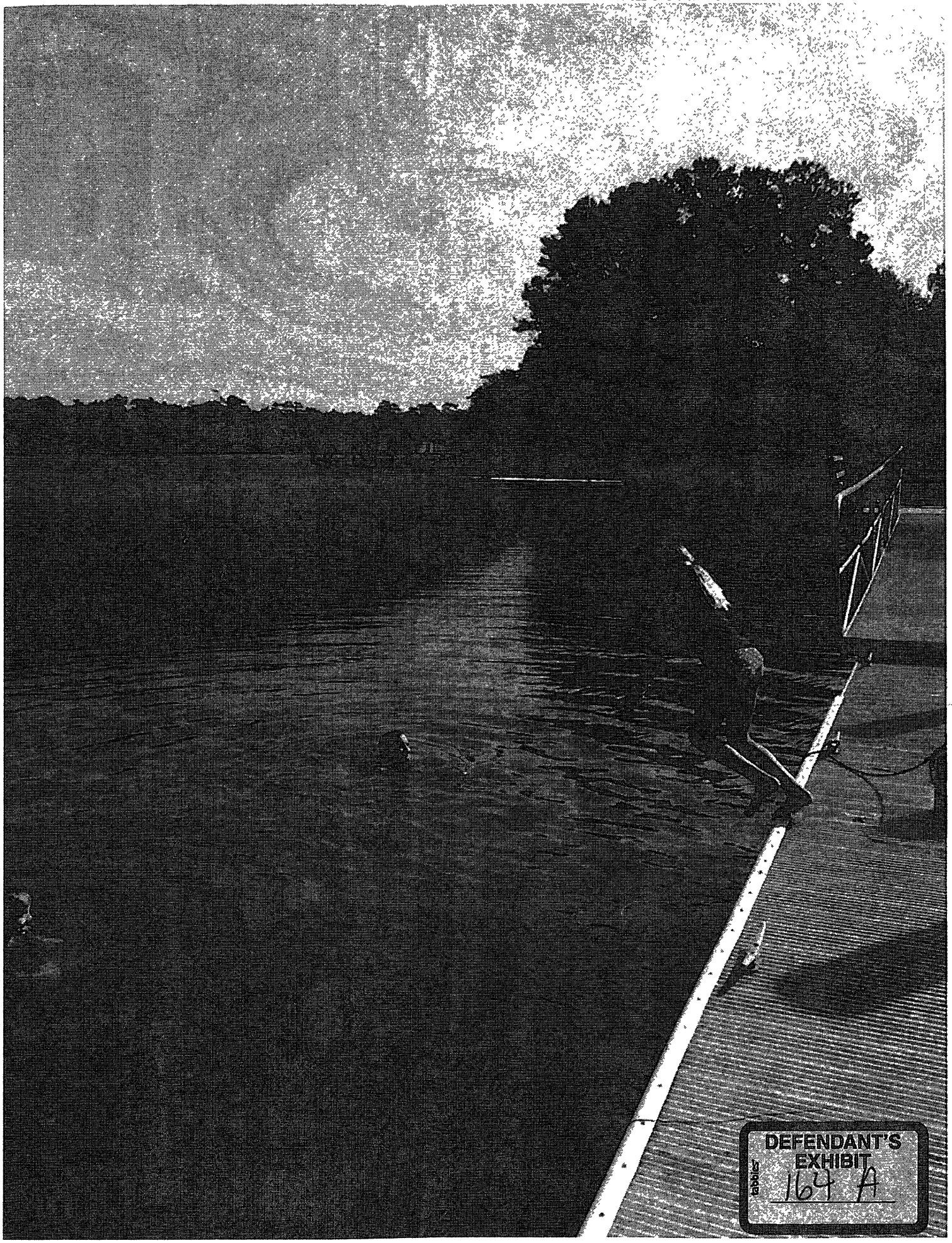
The fountain on North Shelmore is finally working, however, is filled with algae again.

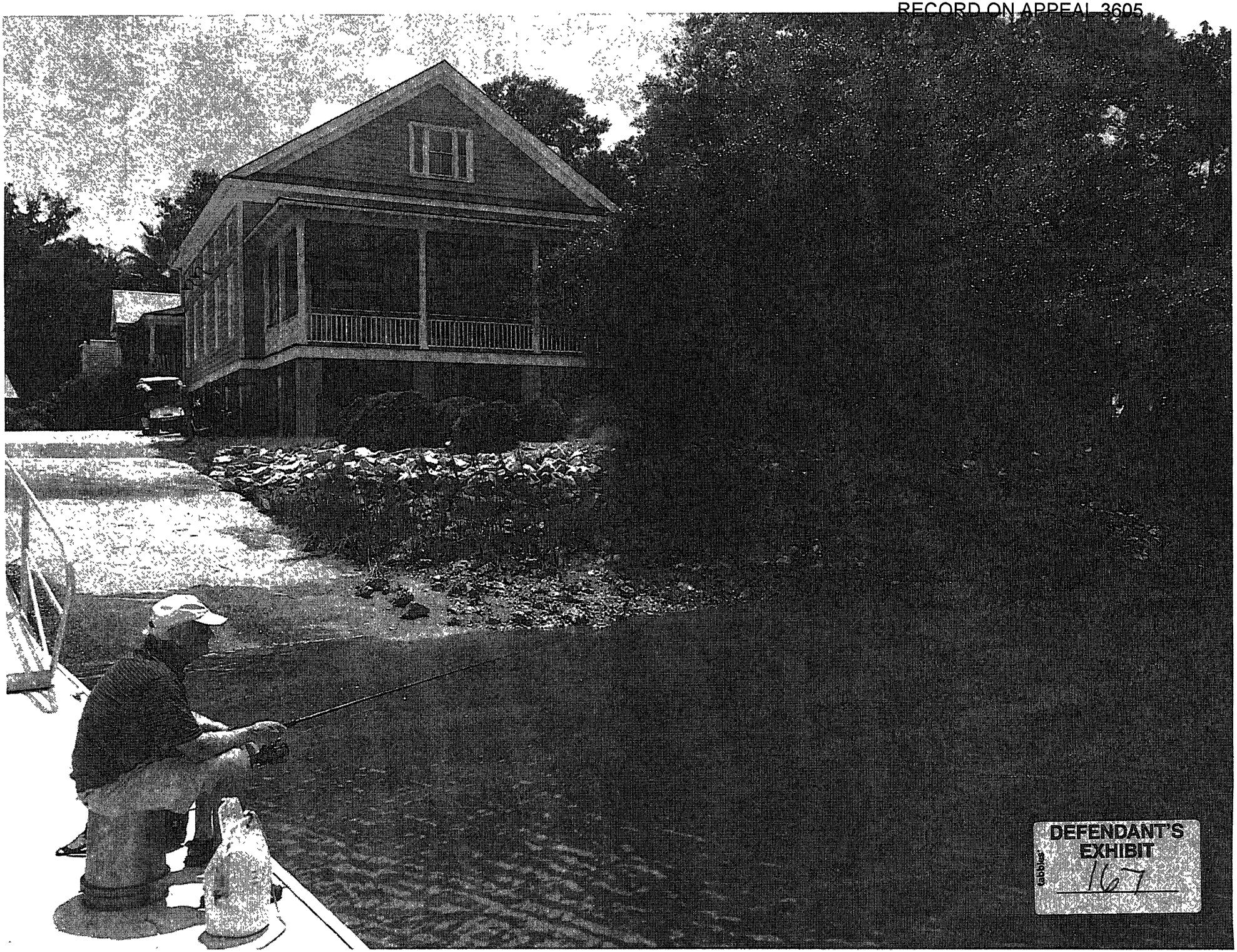
Is the sprinkler system at Maybank Green working?

I don't mean this the way it sounds, but who is responsible for keeping up with the landscaping in I'on? I took a walk the other day, and saw many dead plants, grass, etc. There has been no new mulch placed anywhere. This neighborhood is really going downhill with respect to the landscaping. Who else should I direct my dissatisfaction to? Is anyone paying attention to the notes on the message board? It saddens me to watch the place deteriorate.

Thanks for your prompt attention to these matters

Brad Walbeck
[redacted]


DEFENDANT'S
EXHIBIT
164 A



DEFENDANT'S EXHIBIT 167

Gmail by Google BETA

Suggestion Box <ionsuggestionbox@gmail.com>

Re: Your VOTE on the I'On PD Amendment?

1 message

LEAADK@aol.com <LEAADK@aol.com> **Wed, Sep 19, 2007 at 3:16 PM**
To: ionsuggestionbox@gmail.com

1. I oppose the present plan.

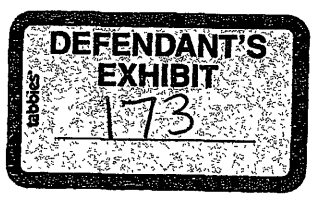
2. Possibly I would be in favor of this, but at this time it is not a simple yes or no answer. Would depend on several factors.

3. a) PD should not be amended WITHOUT COMPELLING REASON TO DO SO b) current parking problems c)conversion of creek club parking lot to residential d) conversion of civic/comm to residential e) density and parking problems with Phase 11 f)all the others -- in no particular order.

4. Not necessarily.....past experience has shown us that people whose full-time job it is to profit from development can really turn out some troops, while those merely opposing it don't have the time to invest in recruiting and motivating their fellow man to show up. The board may be able to make the decision, and I may prefer that over the "headcount" method that this idea suggests.

5. Not without a lot more information. I heard someone jokingly say once that they should give it to us; I laughed, thinking that wasn't a serious consideration. After thinking about it, it began to sink in that perhaps they should -- in lieu of the other mega-donations to various causes. There is, I believe, big opposition to the churches receiving such large donations, and these comments come from church-going individuals. Also, the school has its own fund raising. The Ion Trust.....c'mon.....and I'm a member! But I realize Vince gets a tax deduction for all these huge donations, as well. And probably takes a loss on the "sale" of the Creek Club. A proposal more people could get behind would involve nixing the donations to the organizations. And no $$ exchanged for the club. I think more residents would see this as a real give and take, and more would support him with the town. I believe few people are behind this present deal.

See what's new at AOL.com and Make AOL Your Homepage.



I'On Assembly
Board of Trustees Meeting Minutes
March 22, 2007

Members Present	Dr. Alan Barbieri, Ed Clem, Dwain Ray, Ward Mundy, Ted Webb, and Everett Wilcox
Members Absent	Theresa Green
Guests	Dan O'Donnell, Steve Brock, Chad Besenfelder, Jack Hamilton, Leann Adkins, Lou Dardozzi, Trip Jennings, Bob Hervey
AMCS	Cheryl L. Wilson

Everett Wilcox called the meeting to order.

Minutes
The Board of Directors agreed to post the minutes from the February 28, 2007 Board of Trustee meeting on the website as preliminary minutes. The Board of Trustees will approve the minutes at the next Board of Trustees meeting.

Neighborhood Comment
Jack Hamilton distributed the latest edition of What's Going I'On along with an edition dated March 24, 2005, so owners can see how much the publication has evolved over the years. Mr. Hamilton also distributed a hand out entitled I'On at Ten, regarding the ten year anniversary of I'On.

Dan O'Donnell advised that he was in attendance to hear about the planned development amendment and to express his concerns. He advised that he is not happy with the proposed plan due to the increase of vehicle and construction traffic it would cause.

Leeann Adkins advised the Board of Trustees that she is concerned with the center vacant lot on Hopetown Road known as 11 Hopetown Road owned by Mayhouse Development LLC. She advised that at a Board of Zoning Adjustments meeting it was stated on record that the lot should have never been plotted as a residential lot. She asks that the Board of Trustees work this into an agreement with Vince Graham when negotiating the Planned Development amendment. The Board of Directors agreed to take her request under consideration.

Jack Hamilton advised that he is concerned with the civic life in I'On and that is may fade if a community center is not developed. The Board of Trustees advised Mr. Hamilton that this is a high priority for the Board of Trustees and that they are working on developing a community building. The Board of Trustees thanked Mr. Hamilton for his hard work in the community.

Ward Mundy suggested that the Board of Trustees not read submitted neighbor comments aloud during a meeting and that this is the time for owners who are in attendance to address their concerns to the Board of Trustees. The Board of Trustees agreed to post written neighbor comments on the website.



Ed Clem reminded everyone that the Board of Trustees has not made an official decision on the proposed planned development amendment and that the Board of Trustees will schedule a open meeting for owners to attend and express their concerns and questions regarding this matter.

I'On Community Update

Chad Besenfelder advised that it is important to the I'On Company that they hear everyone's questions and concerns regarding the planned development amendment and that this is not something the I'On Company is in a hurry to push through. Ward Mundy asked what the status was on planting wildflowers in the phase eleven open space. Mr. Besenfelder advised they will be in next week. Mr. Mundy asked if the I'On Company had met with the Town of Mount Pleasant regarding the parking plan. Mr. Besenfelder advised no.

Mr. Besenfelder presented the Board of Trustees with a proposal for the Rookery to help increase the population of nesting birds in the Rookery. The proposal advises that the water level is too high which is suffocating plant life and nesting trees. It also reports that there are too many public access points and walking paths near nesting islands, which allows for high disturbance from pets and people. There is decreased screen vegetation along the rookery banks and decreased nesting trees in rookery islands. The I'On Company is committed to preserving the rookery and complying with DNR guidelines. The I'On Company would like to install gates and signs to discourage access to the east portion of the Rookery during nesting season (February 15th through August 15th). The I'On Company is requesting approval from the Board of Trustees before they proceed with implementing the proposed recommendations. The I'On Company will coordinate with DNR and environmental experts to study the area including water quality, water levels, vegetation, and nesting patterns and they will then create a conservation plan for next year's nesting season. The Board of Trustees asked Mr. Besenfelder to come back to the Board of Trustees at the next monthly meeting with more detail on the proposal.

Mr. Besenfelder advised that replacement street trees are on order. Ed Clem asked Mr. Besenfelder what the status was on the drainage issue on the west side of Westlake. Mr. Besenfelder advised that he is working on this and that the I'On Company might bring in an engineer to look at this area.

Alan Barbieri asked Mr. Besenfelder to work with Dwain Ray when repairing and replenishing the walking paths in the community as Dwain Ray has worked with the Infrastructure Committee to establish specifications for the gravel for the paths. Mr. Besenfelder asked the owners from Hopetown Road to call him, as he would like to sit and talk to them regarding their concerns regarding the center vacant lot on Hopetown Road.

Planned Development Amendment
Everett Wilcox asked Ward Mundy what feedback he had received via the I'On Suggestion Box. Mr. Mundy reported that most comments have been negative. Alan Barbieri proposed that the Board of Trustees hold an open meeting for owners to express their concerns. The Board of Trustees asked AMCS to check the availability of the Creek Club on a Wednesday before the next monthly Board of Trustees meeting. The Board of Trustees agreed that each household would have two minutes for oral comments; and owners are to submit written comments either before or after the meeting. The Board of Trustees agreed to get notice of the meeting to all the owners via mail or e-mail. The Board of Trustees agreed to hold a Board of Trustees meeting after the open forum meeting to discuss the feedback received from the meeting.

AMCS Report
AMCS reported the following account balances as of March 19, 2007:
Operating Account $149,881.29
Fidelity Investment Account $490,646.82 (Capital Reserve and Operating Funds)
Operating Funds in Reserves $30,000.00 (From 2006)
Operating Funds in Reserves $122,516.00

Special Assessment
Alan Barbieri suggested that the Board of Trustees seriously consider passing a special assessment of $1,000.00 per lot owner. He advised that this would build up the storm clean up fund and put money aside for repairing landscape areas and developing a community center. Ward Mundy suggested raising dues to cover expenses. Ed Clem will work with the Landscape Committee and the Infrastructure Committee to establish the cost for needed repairs/improvements.

Community Center
Everett Wilcox advised that the recent Community Association Institute meeting he attended was sponsored by two banks that would be able to give the association a loan to construct a community center. Dwain Ray will head the committee that will do further research on constructing a community center so Mr. Wilcox will forward the contact information to him. Everett Wilcox suggested considering the soccer field, the current location of the East Cooper Montessori School or the lot across from the overflow Creek Club Parking lot as potential build sites

Lake Stocking
AMCS presented the Board of Trustees with the proposal from Estate Management for $3,089.00 for stocking the lakes with 380 sterile triploid grass carp. This item was budgeted for in 2007. Alan Barbieri signed the proposal for the I'On Assembly. AMCS will schedule the stocking of the ponds.

Finance Committee Report-Ed Clem
The Board of Trustees reviewed the Finance Committee reported prepared by Ed Clem. Mr. Clem advised that for February the associations expenses were slightly unfavorable at $39.796.49 versus a budget of $36,096.65, a deviation of almost $3700. Year to date, the associations is unfavorable by slightly over $3100, at $75,485.71 versus a budget of $72,372.80. Some of this deviation is misleading as we have paid for some services in the first two months that are allocated throughout the year. For example, the associations liability and D & O insurance coverage of almost $10,000 was paid in January; Lawn-O-Green's application of insecticide and weed control chemicals, of $9190 was paid in February, as was the worker's compensation insurance coverage of $838 the association carries for the use of the Mount Pleasant off duty police officer's the associations uses for security patrols. The association also purchased four new pet stations due to complaints about dog feces issues. These cost $1750 installed and were not in the budget. The association incurred high costs of $4495 to repair a cracked liner in the fountain at Perseverance Park ($3100) and $1300 to install bollards at several locations around East and West lakes and Maybank Green to prevent damage to the common areas and unauthorized use of the walking paths by golf carts and other motorized vehicles.

On the revenue side, through the end of February the association has collected $443,474.31 in regime fees against a budget of $525,500. The unpaid $83,000 in regime fees represents some 110 delinquent accounts, nearly 16% of the owners who have not yet paid, even though these accounts were supposed to be paid by January 31st, 2007. These accounts are now in arrears and are being assessed late fees. The I'On Assembly's collection policy will be more stringent this year, and a new attorney has been retained to help the association in the collection process due to the Board of Trustees dissatisfaction with the performance of the attorney formerly handling these matters.

To maximize the amount of interest the association earns on the cash already collected, but not yet needed to pay monthly expenses, the Finance Committee have already transferred $335,000 from the Wachovia checking account, where the funds were earning less than 2% interest, to a money market fund at the account with Fidelity where they are earning 5% interest. The associations Capital Reserve funds (some $235,000) are also invested in US Treasury bills at Fidelity where they also are earning about 5% interest. The Finance Committee is scheduled to put an additional $100,000 in the Capital Reserve fund out of this year's operating budget.

Landscape Committee Report-Alan Barbieri
The Board of Trustees reviewed the Landscape Committee report prepared by Alan Barbieri. He reported that the Landscape Committee was waiting on bids for the lighting of the sixteen palmetto trees on Maybank Green and AMCS had presented the bids to him at the beginning of the Board of Trustee meeting. After Dark Light Design submitted a bid of $3,685.00; Lawn-O-Green had submitted a bid of $3,445.00 and Outdoor Lighting Perspectives submitted a bid of $2,880.00

Ted Webb made a motion accept the proposal from After Dark Lighting Design for $3,685.00 for the installation of up lighting for sixteen palmetto trees on Maybank Green. Dwain Ray seconded the motion. All in favor. Motion carried.

The Board of Directors asked AMCS to contact After Dark Lighting and Design to ask that PVC piping be installed around the wires leading to each light fixture to prevent wires being cut when the landscape maintenance is performed. AMCS will contact After Dark Lighting and Design to make the request and schedule the work.

The committee is also awaiting bids from landscape architects to establish some priorities for the community. A meeting of the Landscape Committee will be planned after the bids are in. The committee has authorized Lawn-O-Green to remove the dead tree on the southeast corner of Patience Park. The committee is pursuing the oak tree evaluation by Michael Murphy where two members of the committee have volunteered to accompany Mr. Murphy and note issues regarding the common area trees.

Parking Committee Report-Everett Wilcox
Everett Wilcox advised that there has been no further action concerning the parking plan. Mr. Wilcox reported that Brad Morrison with the Town of Mount Pleasant is ready to start marking the streets.

Infrastructure Committee Report-Dave Rosengren
The Board of Trustees reviewed the Infrastructure Committee report prepared by Dave Rosengren. He advised that he authorized AMCS to schedule the pressure washing and painting of structures that were approved in the 2007 budget. He is working with Lawn-O-Green and Complete Property Maintenance to get the landscape lighting burned bulbs replaced. Mr. Rosengren advised that the Perseverance and Joggling fountain back in service. He also reported that the Rookery sign on N. Shelmore Blvd. had been reset in concrete. AMCS advised that they were working with a contractor suggested by the East Cooper Montessori Charter School to have the soccer field goal post repaired. The Board of Trustees agreed that Dwain Ray would attend all future Infrastructure Committee meetings.

Communications Committee-Theresa Green
Theresa Green was not in attendance to the Board of Directors meeting and there was no report available.

I'On Design Committee/Compliance Committee Report-Ted Webb
The Board of Trustees reviewed the I'On Design Committee/Compliance Committee report prepared by Ted Webb. Ted Webb reviewed the letter he drafted regarding boat rules in the community. Mr. Webb will make a few corrections and post on the website after the Board of Trustees reviewed it one last time. The Board of Directors also agreed to mail the letter with the mid-year meeting.

Meeting Adjourned into Executive Session.
Next meeting is April 25, 2007 at 5:00 PM at the I'On Company Upstairs Conference Room.

_____
Theresa Green, Secretary

DEFENDANT'S EXHIBIT 180

Gmail by Google BETA

Suggestion Box <ionsuggestionbox@gmail.com>

FW: Your VOTE on the I'On PD Amendment?

1 message

Headden MD, Gary F <headdeng@musc.edu> **Wed, Sep 19, 2007 at 4:30 PM**
To: ionsuggestionbox@gmail.com

In favor of PD ammendment as currently exists.

No other opinions about the remainder of questions.

Gary

From: Ward MUNDY [mailto:wardmundy@gmail.com]
Sent: Wed 9/19/2007 1:59 PM
To: Headden MD, Gary F; Paulette HEADDEN
Subject: Your VOTE on the I'On PD Amendment?

As you may know, the I'On Assembly Board of Trustees has scheduled a closed meeting tomorrow evening to review the I'On Company's PD Amendment proposal. Because the discussions may involve negotiating strategy, a majority of the Board concluded that an initial private meeting would be helpful. No vote will be taken on the PD Amendment proposal at tomorrow night's meeting, and minutes will be published. The Board's regular (open) public meeting is next Wednesday beginning at 6 p.m. in the I'On Company's meeting room. As with previous versions of the I'On Company's proposal, the current one is available for your review on our homeowners-only web site at http://ioncommunity.com.

The Board has heard from approximately one hundred neighbors regarding their views on at least some version of the PD Amendment. But we have not heard from over 500 homeowners in I'On. I'm writing as one of your elected representatives, and I'm interested in several pieces of information before tomorrow night. If you would kindly forward this email to ionsuggestionbox@gmail.com with answers to the following questions, I would appreciate it. This will only take a couple minutes of your time. I will also share the results with the other members of your Board.

1. Do you favor or oppose the PD Amendment as it presently exists?

2. If you do not favor the PD Amendment as it exists, do you support having all or part of the Board negotiate with the I'On Company to reach some middle ground that is acceptable to a majority of the Board?

3. If you oppose the PD Amendment, please rank the reasons for your opposition: Density of Phase 11, Conversion of civic/commercial lots to Residential, Conversion of Creek Club overflow parking lot to Residential lots, Safety concerns with construction traffic, Lack of Muirhead entrance/exit to I'On, Lack of community meeting facility, Current parking problems, Parking problems from new units, Planned unit development should never be changed, Other (please specify).

4. Should a final decision on the PD Amendment be put to an official vote of the homeowners at our annual meeting in December?

5. If we could purchase the Creek Club, adjacent parking lot, docks, and boat ramp for $700,000 from the I'On Company, should the Board do it?

Thanks for sharing your views.

Gmail by Google BETA

Suggestion Box <ionsuggestionbox@gmail.com>

PD Amendment

1 message

Jane O'Neil <joneil2@comcast.net> **Wed, Sep 19, 2007 at 4:34 PM**
Reply-To: Jane O'Neil <joneil2@comcast.net>
To: ionsuggestionbox@gmail.com

My input, not necessarily Gary's:

1. no
2. yes
3. Vince's vision has us all here and loving every day. As wonderful as I'On is, I, therefore, trust this continuation of his vision in the broadest of terms. I don't have a problem with the density of phase 11, or even the never-ending work trucks/workmen, but first, there must be the Muirhead entrance constructed to facilitate that construction traffic and eventually the added residents. I do not agree w/ him using the open remaining lots at Sowell/Ponsbury, Creek Club parking, Shelmore/Montrose. These 3 areas give a visual break to the on-going street after street of houses. I don't have a problem w/ the lots @ I'On Club, on the Square and the canal - they 'feel' right, like a finish to those already started areas.
4. yes
5. NO

Jane O'Neil

Creek Club Building		Funded $25,000,00
Carolina First Bank Draws		
Closing - 8/15/00	**Amount**	
Loan Origination Fee	6,000.00	
Atlantic Appraisals - Appraisal	2,000.00	
Wooddy Law Firm	1,500.00	
First Title & Abstract Co - Title Search	101.00	
Wooddy Law Firm - Title Insurance Binder	35.00	
First Title & Abstract Co - Title Insurance	1,125.00	
Recording Fees	39.00	
Assignment of LRP to RMC	12.00	
	10,812.00	
Draw # 1 - 9/11/00		
Charleston Engineering	4,500.00	
Phillip W. Smith	62,917.28	
Town of Mt. Pleasant	5,270.50	
Brooks Sign	337.42	
Total	73,025.20	
Draw # 2 - 10/11/00		
R-K Engineers	1,000.00	
Phillip W. Smith	48,020.97	
Carolina First Bank - Interest	516.33	
Total	49,537.30	
Draw # 3 - 11/13/00		
Carolina First Bank - Interest	985.62	
Phillip W. Smith	47,881.11	
Total	48,866.73	
Draw # 4 - 12/12/00		
Phillip W. Smith	90,759.39	
Carolina First Bank - Interest	1,242.48	
Total	92,001.87	
Draw # 5 - 1/12/01		
Carolina First Bank - Interest	1,878.91	
Phillip W. Smith	106,209.03	
Carolyn S. Griffith	7,800.00	
Total	115,887.94	
Draw # 6 - 2/12/01		
Phillip W. Smith	39,759.63	
Carolina First Bank - Interest	2,668.46	
Total	42,428.09	

Creek Club Building		
Carolina First Bank Draws		
Draw # 7 - 3/12/01		
Carolina First Bank - Interest	2,649.64	
Carolyn S. Griffith	954.00	
Carolyn S. Griffith	6,895.30	
Total	10,498.94	
Draw # 8 - 4/6/01		
Phillip W. Smith	163,107.63	Requisition Amount = $156,942.00
Total	163,107.63	
Grand Total	606,165.70	

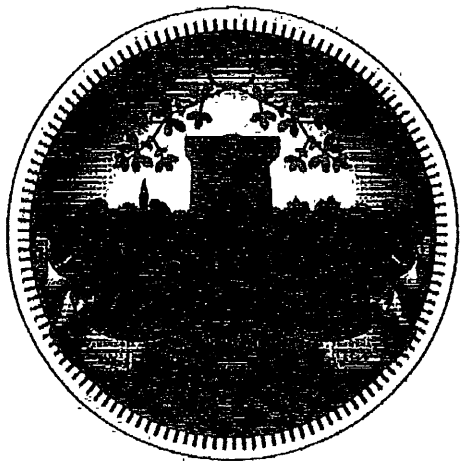
BK C 297PG282

DECLARATION

OF COVENANTS, CONDITIONS, AND RESTRICTIONS

for

I'On



The I'On Company, LLC
P. O. Box 986
Mt. Pleasant, SC 29465



BK C 297PG283

DECLARATION

OF COVENANTS, CONDITIONS, AND RESTRICTIONS

for

I'On

The I'On Company, LLC
P. O. Box 986
Mt. Pleasant, SC 29465

(803) 971-1662

"Sons of this Place, Let
This of you be said
That you who live are
Worthy of the Dead
These gave their lives that
You who live may reap
A richer Harvest ere
You sleep."
-Anon. (Inscription on Bourton on the Watertown square monument.)

BK C 297PG285

- TABLE OF CONTENTS -

		Page
PREAMBLE		1
FOUNDER'S DECLARATION		2
ARTICLE I	**General Provisions**	3
1-101	Definitions	3
1-102	Applicability of Declaration and Jurisdiction of Assembly	3
1-103	Neighborhood Plan	3
ARTICLE II	**l'On Assembly**	4
2-101	Establishment of Assembly	4
2-102	Organization and Operation of the Assembly	4
2-103	Voting Rights	5
2-104	Assembly's Finances and Power of Assessment	5
2-105	Powers and Responsibilities of Assembly	6
ARTICLE III	**Standards of Use, Conduct and Maintenance**	8
3-101	Compliance with Governing Documents	8
3-102	Rulemaking Authority and Procedures	8
3-103	Limitations on Rulemaking Authority	9
3-104	Maintenance and Repair of Real Property	10
3-105	Special Use Lots	10
ARTICLE IV	**Architectural Standards**	10
4-101	General	10
4-102	l'On Design Committee	11
4-103	Scope of Review	11
4-104	Schedule for Review	11
4-105	Commencement and Completion of Construction	12
ARTICLE V	**Easements**	12
5-101	Validity of Easements	12
5-102	Easement of Use and Enjoyment	12
5-103	General Easements	12
5-104	Party Walls and Other Shared Structures	14
ARTICLE VI	**The Commons**	14
6-101	Title to the Commons	14
6-102	Control of the Commons	15
6-103	Condemnation or Taking	15
6-104	Damage to the Commons	15

ARTICLE VII Insurance 15

7-101 Required Coverages 15
7-102 Policy Requirements 16

ARTICLE VIII Protection of Lenders 17

8-101 Right to Notice of Certain Actions 17

ARTICLE IX Founders Rights and Obligations 17

9-101 Duration of Founder's Rights and Obligations 17
9-102 Right to Complete Neighborhood Plan 18
9-103 Amendments and Other Actions Affecting the Founder 18
9-104 Assembly-Related Rights and Obligations 18
9-105 Easements for Development, Utilities and Other Purposes 19
9-106 Right to Develop, Build and Market 19
9-107 Founder's Power of Attorney to Amend Governing Documents 19
9-108 Right to Transfer or Assign Rights and Obligations 20

ARTICLE X I'On Trust 20

10-101 Authority to Collect Transfer Fee 20
10-102 Purpose of Transfer Fees 20
10-103 Exempt Transfers 21

ARTICLE XI Operation of Declaration 21

11-101 Duration of Declaration 21
11-102 Amendment 21
11-103 Enforcement 21
11-104 Interpretation 22

- TABLE OF EXHIBITS -

EXHIBIT	DESCRIPTION
A	Definitions of Significant Terms
B	Real Property Initially Comprising I'On
C	Real Property Subject to Annexation
D	Initial I'On Rules

BK C 297PG287

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS for I'On

PREAMBLE

WE, THE FOUNDER AND ALL TITLEHOLDERS who now have or will come to own Real Property in I'On, located in Mount Pleasant, South Carolina, affirm and subscribe to the purposes and provisions of this Declaration and concur as to the material importance and value to all Titleholders of I'On of the principles set forth herein; further,

WE AFFIRM THE CENTRAL PURPOSE of this Declaration to be to provide for the overall development, administration, maintenance and preservation of the planned community of I'On for the benefit of all Titleholders.

WE FURTHER ENDORSE AND PLEDGE our support for and commitment to the provisions of this Declaration and the following principles which have materially influenced both the Neighborhood Plan for I'On and the formation of the I'On Assembly, an association comprised of all Titleholders established to own, operate and maintain various common areas and community improvements within I'On and to administer and enforce this Declaration and the other Governing Documents referenced herein:

On Stewardship:

To advance stewardship for the human and natural ecosystems of I'On;

On Civility and the Rights of Individuals

To encourage an advancing level of civility which promotes an individual's right to make personal lifestyle decisions so long as they do not interfere with or impair the personal or property rights of others, they uphold the integrity of the civic realm, and comply with the purpose and intent of this Declaration and the other Governing Documents for I'On, while recognizing that in order to promote the health, happiness and peace of mind of the majority, each person must give up a certain degree of freedom of choice for the benefit of the whole;

On Personal Enrichment:

To provide a cultural environment that engenders a desire to make I'On a community in which residents are better able to realize their individual potential by virtue of their participation in civic life;

On Individual Responsibility to the Community:

To foster active participation in the affairs of I'On in recognition that a direct relationship exists between the quality of life in a neighborhood and the degree to which its residents take part in the civic life of the community;

On Self Government:

To achieve, through the operation of this Declaration and the other Governing Documents and the good will of the Titleholders and residents of I'On, a neighborhood governing body that ceaselessly strives for harmony between all parties who own Real Property, live or work in I'On;

On Change and Duty:

In recognition that time and circumstance may alter the appropriateness of certain provisions of this Declaration, we hereby recognize that the evolution of a community is a dynamic process in which they key to success is the ability to adapt to those inevitable changes, in order to remain responsive to the needs and desires of its current Titleholders and residents and the generations to follow.

FOUNDER'S DECLARATION

AS FOUNDER, responsible for development of I'On, we hold the following to be true:

Freedom enlivens the human spirit.

*

Social and cultural diversity enrich a community.

*

Perfection, with regard to governing bodies, is not possible. However, striving for excellence is.

*

Vision and leadership are necessary elements to sustain and improve a community's health.

ACKNOWLEDGING THESE TRUTHS, we aspire to the following goals:

- To lay the foundation for a community which promotes neighborliness and civic life;
- To further the enjoyment of the natural resources of I'On and of the Lowcountry;
- To enhance the natural beauty of I'On;
- To foster creative human energy and the arts within I'On and the Town of Mount Pleasant;
- To provide a means of effective self-government of I'On, and to provide the early leadership for that government to set the example for those who follow;
- To nurture a respect and pride in craftsmanship;
- To build an exemplary model for the State of South Carolina which arouses her citizenry to restore and improve upon her planning and architectural traditions in order that her built environment be enhanced and her natural environment conserved for the benefit of ourselves and future generations.

NOW, THEREFORE, The I'On Company, LLC, as Founder and as the owner of the Real Property described in Exhibit B to this Declaration, does hereby declare this _____ day of _____, Nineteen Hundred and Ninety-Eight, that all of the Real Property described on Exhibit B, and such additional Real Property as may hereafter be included in accordance with the provisions of this Declaration, shall be known as

I'On

and shall hereafter be owned, held, used, enjoyed and conveyed subject to the terms of this Declaration, which shall run with the title to all such Real Property and shall be binding upon all Persons having any right, title or interest in such Real Property, their heirs, successors, successors-in-title and assigns.

BK C 297PG289

ARTICLE I
General Provisions

"Every organization of men, be it social or political, ultimately relies on man's capacity for making promises and keeping them." - Hannah Arendt

§1-101 [Definitions]

The terms used in this Declaration are intended to have their normal, commonly understood meanings except as otherwise specified. Capitalized terms used in the Governing Documents shall have the meanings ascribed to them in Exhibit A, "Definitions of Significant Terms," unless the context specifies otherwise.

§1-102 [Applicability of Declaration and Jurisdiction of Assembly]

(a) This Declaration shall govern the ownership, development, and use, and the transfer or conveyance of any interest in, the Real Property now or hereafter comprising I'On. Except as may otherwise specifically be provided in this Declaration, the jurisdiction of I'On Assembly, Inc. shall extend to all of I'On, as it now exists or as it may be expanded.

(b) I'On shall initially include all of the Real Property described on Exhibit B, "Real Property Initially Comprising I'On". I'On may be expanded to include additional land upon the recordation of a Declaration of Annexation in the Public Records, specifying the Real Property to be annexed and signed by the owner of such Real Property. Declarations of Annexation filed by any person other than Founder, so long as Founder has any rights or obligations under Article IX, "Founder's Rights and Obligations," shall require Founder's prior written approval. Such additions shall be subject to Applicable Law and the following conditions:

(1) Founder may from time to time expand I'On to include all or any part of the land described in Exhibit C, as well as any land contiguous to that described in Exhibit C, until all of the land described on Exhibit C has been added to I'On or 20 years from the date of recording of this Declaration, whichever is earlier.

(2) Except for annexations by or with the consent of Founder as provided in § 1-102(a), any Declaration of Annexation shall be subject to the Approval of Titleholders entitled to cast seventy-five percent (75%) of the total votes held by Titleholders.

(3) A copy of any Declaration of Annexation shall be filed with the Assembly upon recording in the Public Records.

§ 1-103 [Neighborhood Plan]

Ordinance No. 97010 adopted by the Town of Mount Pleasant, South Carolina on March 11, 1997, as it may be amended, provides for the mixed use planned development known as I'On and sets forth a plan for the development of I'On (the "Neighborhood Plan"). For the purpose of beneficially securing and enriching the visual character of I'On, the Neighborhood Plan incorporates the I'On Code, which sets forth various design guidelines for construction within I'On. The I'On Code is intended to establish a consistent thematic harmony throughout I'On. Variances from the I'On Code may be granted on the basis of architectural merit.

The Neighborhood Plan and the I'On Code may be modified by Founder, subject to any necessary approval of the Town of Mount Pleasant, to accommodate and respond to changes in technological, economic, environmental, legal, and social conditions which affect the development, marketing, community operations, or achievement of the purposes and intent of this Declaration. Nothing in the Neighborhood Plan shall bind Founder to subject any land to the provisions of this Declaration or to develop any land in accordance with the Neighborhood Plan unless and until Founder records a Declaration of Annexation subjecting such land to this Declaration.

By acceptance of a deed conveying title to a Lot, the Titleholder of such Lot shall be deemed to consent to any amendments or modifications to the Neighborhood Plan, including amendments for the purpose of making technical corrections, defining easements and making boundary line adjustments affecting the Titleholder's Lot.

ARTICLE II
I'On Assembly

"An institution is but the lengthening shadow of one man." - Ralph Waldo Emerson

§ 2-101 [Establishment of Assembly]

The Founder has filed Articles of Incorporation for I'On Assembly, Inc., with the State of South Carolina, establishing the Assembly as a nonprofit corporation under South Carolina law. The Assembly is the primary body responsible for administering this Declaration. The Assembly is charged with duties and powers prescribed by law and the Governing Documents. The Assembly's primary purposes are to promote the purposes and intent of this Declaration, to carry out the duties assigned to it and exercise the authority granted to it under the Governing Documents, and to own, operate, manage, maintain and control certain properties for the benefit of Titleholders.

In accordance with its Articles of Incorporation and Applicable Law, the I'On Assembly may delegate any of its powers or duties, may merge with another organization similar in nature and purposes, or may assign its rights and obligations under the Governing Documents to any such organization. However, no such merger or assignment shall have the effect of revoking, changing, or adding to the provisions of this Declaration in the absence of an amendment to this Declaration adopted in accordance with Article IX.

§ 2-102 [Organization and Operation of the Assembly]

(a) **Membership.** There shall be two classes of membership in the Assembly, as follows:

(1) **Founder.** The Founder shall hold a Founder membership in the Assembly as long as it has any rights under Article IX of this Declaration.

(2) **Titleholders.** Each Titleholder shall automatically become a member of the Assembly upon taking title to a Lot in I'On and shall remain a member as long as such Titleholder continues to own any Real Property in I'On. There shall be only one membership per Lot. If title to a Lot is held jointly, all Titleholders of such Lot shall share the privileges and responsibilities of such membership. The membership rights of a Titleholder that is not a natural person may be exercised by any officer, director, member, partner or trustee, or by the individual designated from time to time by the Titleholder by written notice to the Assembly.

(b) **Administration.**

(1) **Board of Trustees.** Except to the extent that the Governing Documents or Applicable Law specifically provide for a vote of the membership, or of particular classes of members, for certain actions, or otherwise assign specific responsibilities to other bodies, all of the rights and powers of the Assembly shall be vested in a Board of Trustees selected as provided in the Bylaws and may be exercised without a vote of the membership.

(2) **Board of Appeals.** A Board of Appeals, consisting of three members to five members appointed by the Board of Trustees as set forth in the Bylaws, shall handle appeals from decisions of the Covenants Committee, in accordance with the Bylaws and such procedures as the Board of Appeals may establish. In addition, after termination of the Founder's right to appoint the I'On Design Committee pursuant to the Declaration, the Board of Appeals shall handle appeals from decisions of the I'On Design Committee in accordance with such procedures as the Board of Appeals may establish.

(3) **l'On Design Committee.** The l'On Design Committee, consisting of three to five members selected as provided in Article IV, shall act on Titleholders' requests for approval of proposed Improvements and changes to existing Improvements. After termination of the Founder's right to appoint the l'On Design Committee, Titleholders may appeal Design Committee decisions to the Board of Appeals.

(4) **Covenants Committee.** A Covenants Committee, consisting of three to five members appointed by the Board of Trustees as set forth in the Bylaws, shall investigate complaints regarding alleged breaches of the Governing Documents, conduct hearings and make rulings in accordance with the procedures set forth in the Bylaws, and recommend to the Board of Trustees appropriate sanctions or remedies for violations. Titleholders may appeal Covenants Committee's decisions to the Board of Appeals.

§ 2-103 [Voting Rights]

Titleholders must be in good standing with the Assembly to vote on matters arising before the Assembly. To be in good standing, a Titleholder must be current to within 30 days of the due date of all financial obligations to the Assembly. Voting rights shall be as follows:

(a) **Titleholders.** On any matter requiring a vote or the Approval of Titleholders under the Governing Documents, a Titleholder is entitled to one vote for each Lot as to which he or she is a Titleholder, except that there shall be only one vote for each Lot regardless of the number of Titleholders who jointly hold title to a Lot. In the case of a Lot to which title is held jointly, the vote for such Lot shall be cast as the joint Titleholders determine among themselves and advise the Secretary of the Assembly in writing prior to a vote being taken. In the absence of such advice, any Titleholder casting the vote for such Lot shall be presumed to have the concurrence of all Titleholders and, if more than one Titleholder attempts to cast the vote for such Lot, the vote shall be suspended. The right to cast a Titleholder vote shall not be assigned, transferred, pledged, hypothecated, or alienated in any way except by duly executed proxy as may be permitted in the Bylaws.

(b) **Founder.** So long as the Founder membership exists, the Founder shall not vote as a Titleholder , but shall be entitled to grant or withhold its Approval of certain actions as set forth in the Governing Documents, in addition to such other rights as are specifically granted or reserved to the Founder under the Governing Documents.

2-104 [Assembly's Finances and Power of Assessment]

(a) **Establishment of Personal Obligation and Lien for Assessments.** The Assembly shall levy assessments in accordance with this §2-104 upon each Lot to fund the expenses which the Assembly incurs, or expects to incur, in exercising its authority and performing its duties under the Governing Documents. Each Titleholder shall be personally obligated to pay all assessments levied upon such Titleholder's Lot during the period that he holds title to such Lot, and shall be jointly and severally obligated with the former Titleholder for any assessments which are unpaid at the time of his acquisition of title to the Lot. In addition, such personal obligation shall include the obligation to pay late charges, in such amount as the Board of Trustees may establish by resolution, and interest (computed from the due date at a rate of 10% per annum or such higher rate as the Board of Trustees may establish, subject to the limitations of Applicable Law) on delinquent assessments, and costs of collection, including reasonable legal fees, whether or not suit is filed. The Assembly shall have a continuing lien against each Lot to secure the payment of delinquent assessments and the additional charges authorized in this section, which lien shall have priority over all other liens except those that are statutorily superior and liens of recorded first priority Mortgages held by Institutional Lenders.

The Assembly may foreclose its lien through judicial or, to the extent permitted by Applicable Law, nonjudicial foreclosure proceedings in the same manner as any first trust mortgage under South Carolina law. Alternatively, the Assembly may sue for unpaid assessments and other amounts authorized hereunder without foreclosing or waiving its lien.

The obligation to pay assessments may not be avoided by non-residency, non-use of the Commons, abandonment of the Lot, or any other means. The obligation to pay assessments is a separate and independent covenant on the part of each Titleholder, and may not be offset, reduced or avoided by reason of any action or inaction on the part

of the Assembly. The sale or transfer of a Lot shall not affect the obligation for assessments or the Assembly's lien, except that the sale or transfer of any Lot pursuant to the foreclosure of a first Mortgage shall extinguish the lien as to any installments of assessments and other charges due prior to such foreclosure. Any person acquiring title following foreclosure of such a Mortgage shall not be personally liable for assessments or other charges that were due prior to his or her acquisition of title.

(b) Types and Computation of Assessments.

(1) General Assessments. The Assembly shall levy General Assessments against all Lots to fund all expenses other than those for which other types of assessments are specifically authorized in this §2-104(b). General Assessments shall be levied at an equal rate per Lot, based on an annual budget of estimated expenses which takes into account the number of Lots subject to assessment and the sources and estimated amounts of funds to cover such expenses. The Board of Trustees shall be responsible for preparing and adopting the budget and revising it as appropriate, and shall provide notice of the amount of assessment and a copy of the budget, as it may be revised, to each Titleholder at least 30 days prior to the effective date thereof.

Any budget or revision adopted by the Board of Trustees shall automatically take effect 30 days after the date of its adoption by the Board of Trustees unless disapproved at a meeting of the Assembly by Titleholders entitled to cast at least 75% of the total eligible votes of Titleholders and by the Founder, if the Founder Membership exists. The Board of Trustees shall not be obligated to call a meeting of the Assembly to consider any budget except upon a petition of the members pursuant to the Bylaws presented within 10 days after the date of the assessment notice. If any proposed budget is disapproved or the Board of Trustees fails for any reason to adopt a budget for any year, the budget most recently in effect shall continue until a new budget is determined in accordance with this section. Subject to the rights of Titleholders to disapprove any budget, the Board may retroactively budget and assess for any expenses incurred or shortfalls experienced by the Assembly.

(2) Other Assessments

(A) To the extent specifically authorized in this Declaration or in any Declaration of Annexation, the Board of Trustees may levy Specific Area Assessments for the costs of benefits or services which the Assembly provides to the Lots within a specific area of I'On. Specific Area Assessments shall be levied in such manner as specified in the provision of this Declaration or the Declaration of Annexation authorizing the same.

(B) An assessment may be levied against the Lot of a Titleholder who has been found, in the manner set forth in the Bylaws, to have violated provisions of the Governing Documents, resulting in monetary costs to the Assembly. The Covenants Committee, which shall determine such costs, may consider direct as well as consequential costs such as legal fees and increased insurance or operating costs. Titleholders shall have ultimate responsibility for damages sustained by the Assembly as a result of actions by the Titleholder's lessees, guests or invitees.

§2-105 [Powers and Responsibilities of Assembly]

(a) Enforcement of Governing Documents The Assembly may impose sanctions for violation of the Governing Documents upon recommendation of the Covenants Committee after notice and a hearing and exhaustion of appeal rights in accordance with the procedures set forth in the Bylaws. (The Titleholder shall be responsible and may be sanctioned for violations by an occupant, guest or invitee of his Lot.) Sanctions may include:

(i) imposition of reasonable monetary fines that shall constitute a lien upon the violator's Lot;

(ii) suspension of the right to vote;

(iii) suspension of the right to use the Commons other than as reasonably necessary to gain access to one's Lot;

(iv) suspension of any services which the Assembly provides to the Lot of any Titleholder who is more than 30 days delinquent in paying any assessment or other charge owed to the Assembly;

(v) exercising self-help or taking action to abate any violation of the Governing Documents in a non-emergency situation;

(vi) requiring removal of any structure or improvement in violation of Article IV and restoration of the Lot to its previous condition and, upon failure of the Titleholder to do so, the Board or its designee shall have the right to enter the property, remove the violation and restore the Lot to substantially the same condition as previously existed and any such action shall not be deemed a trespass;

(vii) without liability to any Person, precluding any contractor, subcontractor, agent, employee or other invitee of a Titleholder who fails to comply with the terms and provisions of Article IV and the I'On Code from continuing or performing any further activities in I'On; and

(viii) assessing all costs incurred by the Assembly to effect compliance with the Governing Documents against the responsible Titleholder and his or her Lot.

In addition, the Board of Trustees may take the following enforcement procedures to ensure compliance with the Governing Documents without the necessity of compliance with the procedures set forth in the Bylaws:

(i) exercising self-help in any emergency situation (specifically including, but not limited to, the towing of vehicles that are in violation of provisions of the I'On Rules regulating parking); or

(ii) bringing suit at law or in equity to enjoin any violation or to recover monetary damages or both.

All sanctions and 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 Assembly prevails, it shall be entitled to recover all costs, including, attorneys fees and court costs, reasonably incurred in such action.

The decision to pursue enforcement action in any particular case shall be left to the Board of Trustee's discretion, except that the Board shall not be arbitrary or capricious in taking enforcement action. Without limiting the generality of the foregoing sentence, the Board may determine that, under the circumstances of a particular case, (i) the Assembly's position is not strong enough to justify taking any or further action; or that (ii) the covenant, restriction or rule being enforced is, or is likely to be construed as, inconsistent with applicable law; (iii) although a technical violation may exist or may have occurred, it is not of such a material nature as to be objectionable to a reasonable person or to justify expending the Assembly's resources, or (iv) that it is not in the Assembly's best interests, based upon hardship, expense, or other reasonable criteria, to pursue enforcement action. Such a decision shall not be construed a waiver of the right of the Assembly to enforce such provision at a later time under other circumstances or preclude the Assembly from enforcing any other covenant, restriction or rule.

(b) **Litigation.** The Assembly may institute, defend, settle, or intervene in, mediation, binding or non-binding arbitration, litigation, or administrative proceedings in matters pertaining to the Commons, 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 Assembly or its members.

(c) **Provision of Services.** The Assembly may provide services and facilities for the Titleholders , and their Lots, and shall be authorized to enter into and terminate contracts or agreements with third parties, including the Founder, to provide such services and facilities. The Board may charge use or service fees for any such services and facilities provided at the option of the Titleholder, or may include the costs thereof in the Assembly's operating budget and assess it as part of the General Assessment if provided to all Lots. By way of example, such services and facilities could include landscape maintenance, pest control service, cable television service, security, caretaker, transportation, fire protection, utilities, and similar services and facilities. Nothing in this Section shall be construed as a representation as to what, if any, services shall be provided. In addition, the Board of Trustees 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 Lots shall not exempt any Titleholder from the obligation to pay assessments for such services.

(d) **Safety and Security.** Each Titleholder, occupant, lessee and invitee of Real Property in I'On is responsible for his or her own safety and the security of his or her property in I'On. However, the Assembly may, but shall not be obligated to, maintain or support certain activities within I'On designed to enhance the security and safety measures which each person provides for themselves and their property. In so doing, the Assembly assumes no duty or liability for the safety or security of any person or property or for loss or injury resulting from acts of third parties. Neither the Assembly nor the Founder shall in any way be considered insurers or guarantors of security within I'On, nor shall either be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken. No representation or warranty is made that any systems or measures, including any mechanism or system for limiting access to I'On, cannot be compromised or circumvented, nor that any such systems or security measures undertaken will in all cases prevent loss or provide the detection or protection for which the system is designed or intended.

ARTICLE III
Standards of Use, Conduct and Maintenance

"That government is best which governs least." **- Thomas Jefferson**

§3-101 [Compliance with Governing Documents]

Every Titleholder and occupant of Real Property in I'On shall comply with the Governing Documents. Use and occupancy of Real Property in I'On shall be subject to the provisions of the Governing Documents, including Declarations of Annexation which may set forth additional protective covenants applicable to the Real Property annexed thereby and the I'On Rules, as they may be modified, repealed, or supplemented in accordance with the procedures set forth in this Article. The initial I'On Rules are set forth on Exhibit D.

§3-102 [Rulemaking Authority and Procedures]

(a) **Board Authority.** The Board of Trustees may from time to time modify, repeal, or supplement the initial I'On Rules set forth on Exhibit D by rulemaking action without the necessity of an amendment to this Declaration. The Board shall send notice by mail to all Titleholders concerning any such proposed action at least five business days prior to the Board of Trustees meeting at which such action is to be considered. Titleholders shall have a reasonable opportunity to be heard at the meeting prior to the proposed action being put to a vote. Any proposed rulemaking action shall require a majority vote of the Board of Trustees.

(b) **Member Authority.** The Titleholders may from time to time modify, repeal or supplement the I'On Rules, or reverse any rulemaking action taken by the Board of Trustees, by a vote at a meeting of the membership of Titleholders representing more than 50% of the total eligible votes of Titleholders, and by the Founder Member, if still in existence.

(c) **Notice.** Prior to any action taken under this Section becoming effective, the Board of Trustees shall send notice of the action taken to each Titleholder. The effective date shall be not less than 30 days following the date of such notice.

(d) **Scope of Authority; Conflicts.** No rulemaking action taken under this Article shall have the effect of modifying, repealing or expanding the I'On Code or any provision of this Declaration other than Exhibit D. In the event of a conflict between the I'On Code and the I'On Rules, the I'On Code shall control. The procedures required under this Section shall not apply to the enactment and enforcement of administrative and procedural rules and regulations governing use of the Commons and such other matters as are left to the discretion of the Board of Trustees under the

Governing Documents, unless the Board of Trustees chooses to submit to such procedures. Examples of such administrative rules and regulations shall include, but not be limited to, speed limits on private roads, and the method of allocating or reserving use of a facility (if permitted) by particular individuals at particular times. The Board shall exercise business judgment in the enactment, amendment, and enforcement of such administrative rules and regulations.

(e) **Effect on Real Property.** Each Titleholder, by acceptance of a deed, acknowledges and agrees that the use and enjoyment and marketability of his or her Real Property in I'On can be affected by rulemaking action taken under this Article and that the I'On Rules may change from time to time. All purchasers of Real Property in I'On are hereby put on notice that the I'On Rules as set forth on Exhibit D may have been amended. The Assembly shall make current copies of the I'On Rules available to any Titleholder upon request.

§3-103 [Limitations on Rulemaking Authority]

Except as may be set forth in this Declaration (either initially or by amendment) or in the initial I'On Rules set forth in Exhibit D, all rulemaking action under this Article shall comply with the following provisions:

(a) **Similar Treatment.** Similarly situated persons shall be treated similarly; however, the I'On Rules may vary by area and land use.

(b) **Displays.** The right to display religious and holiday signs, symbols, and decorations inside structures shall not be abridged, except that rules adopted pursuant to this Article may regulate the time, place, and manner of displaying those items visible from outside the structure.

(c) **Signs.** No rules shall regulate the content of political signs; however, rules may regulate the time, place and manner of posting such signs and establish design criteria, to the extent not addressed by the I'On Code.

(d) **Household Composition.** No rule shall interfere with the freedom of persons to determine the composition of their households, except that the Assembly shall have the power to require that all occupants be members of a single housekeeping unit and to limit the total number of occupants permitted in each dwelling on the basis of the size and facilities of the dwelling and its fair use of the Commons.

(e) **Activities Within Structures.** No rule shall interfere with the activities carried on within the confines of structures, except that it may restrict or prohibit any activities that create monetary costs for the Assembly or other Titleholders, that pose a danger to the health or safety of occupants of other Real Property, that generate excessive noise or traffic, that create unsightly conditions visible from outside of the structures, or that create an unreasonable source of annoyance to persons outside of the structure.

(f) **Allocation of Burdens and Benefits.** No rule shall alter the allocation of financial burdens among the Titleholders to the detriment of any Titleholder over that Titleholder's objection expressed in writing to the Assembly. Nothing in this provision shall restrict the right of the Board of Trustees to increase the amount of assessments as provided in Section 2-104.

(g) **Alienation.** No rule shall prohibit leasing or transfer of any Real Property, or require consent of the Assembly or Board of Trustees for leasing or transfer of any Real Property; provided, rules may require a minimum initial lease term of up to 12 months and may require inclusion of specific language for the protection of the Assembly in each lease.

(h) **Abridging Existing Rights.** No rule shall require a Titleholder or occupant of any Lot to dispose of personal property that was maintained in or on his Lot prior to the adoption of such rule if such personal property was in compliance with all rules previously in force. This exemption shall apply only during the period of such Titleholder's ownership or occupant's residency of the Lot, and shall not apply to subsequent Titleholders or personswho take title or occupancy after adoption of the rule.

(i) **Applicability to Founder.** The I'On Rules shall not apply to Real Property owned by the Founder or members of the I'On Guild during the duration of Founder's Rights and Obligations under Article IX, to the extent that such rules would interfere with their ability to develop, market or sell such Real Property, as determined in the discretion of the Founder.

§3-104 [Maintenance and Repair of Real Property]

Each Titleholder shall be responsible for maintaining such Titleholder's Real Property in a clean and attractive condition and in good order and repair. In the event a structure sustains damage clearly visible from the exterior, its Titleholder shall repair or reconstruct the structure in accordance with its appearance prior to damage unless the Assembly agrees to the contrary. The repair or reconstruction shall be accomplished within 90 days of the damage unless the Assembly grants a waiver based upon a finding of hardship. Should a Titleholder not conform to these provisions, the Assembly may accomplish necessary repairs or reconstruction according to its best judgement, and levy an assessment upon the Titleholder for the costs involved.

§3-105 [Special Use Lots]

The Founder shall have the right to designate any Lot as a Special Use Lot in the deed by which Founder conveys title to the Lot. In addition, the Association, upon written petition by the Titleholder of the Lot and Approval of Titleholders entitled to cast a majority of the total votes of Titleholders, may designate any Lot as a Special Use Lot. Special Use Lots may be used (i) for residential purposes (including such ancillary home business uses, if any, as may be permitted by the I'On Rules on Lots which are not Special Use Lots); or (ii) for such commercial purposes as may be specifically authorized in the deed designating the Lot as a Special Use Lot or by resolution of the Assembly approving the designation of the Lot as a Special Use Lot; or (iii) for a combination of such uses.

ARTICLE IV
Architectural Standards

"We shape buildings, thereafter they shape us." **- Winston Churchill**

§4-101 [General]

(a) **Approval Required.** No Improvements shall be made, placed, constructed or installed on any Lot and no exterior modifications to existing Improvements shall be undertaken without prior approval of the I'On Design Committee in accordance with this Article, except that the Founder's activities shall be exempt from this requirement so long as it is engaged in development or construction in I'On.

(b) **I'On Code.** All Improvements to Real Property in I'On shall conform to the I'On Code unless a variance has been granted in writing pursuant to this Article. The Founder shall have exclusive authority to amend the I'On Code until all of the Real Property described on Exhibits B and C has initially been developed, after which the power to amend shall pass to the I'On Design Committee. Any amendments to the I'On Code shall be prospective in effect and shall not apply to require modifications to or removal of structures previously approved once construction has commenced.

§4-102 [I'On Design Committee]

(a) Composition. The Design Committee shall be comprised of three to five persons who shall be appointed, and may be removed and replaced, in the discretion of the Founder, so long as the Founder owns any unimproved Real Property described on Exhibits B or C, and thereafter in the discretion of the Board of Trustees. The members of the Design Committee may, but need not be, Titleholders, and may include architects, engineers or similar professionals who may receive such compensation for their service as the Board of Trustees may determine appropriate.

(b) Fees. The Design Committee may establish and charge reasonable fees to defray costs of administering applications for approval under this Article.

(c) Powers and Duties. The I'On Design Committee shall receive and act on all applications of Titleholders seeking approval of proposed Improvements or proposed changes to existing Improvements to Real Property in I'On. The Design Committee shall establish and make available to all Titleholders guidelines and procedures for applications and required submissions.

The Design Committee may, by resolution, exempt certain activities from the application and approval requirements of this Article, provided such activities are undertaken in strict compliance with the requirements of such resolution.

The Committee may authorize variances from compliance with the I'On Code or any of its guidelines and procedures when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations require, but only in accordance with duly adopted rules and regulations. No variance shall (i) be effective unless in writing; (ii) be contrary to this Declaration; or (c) bind the Committee to grant a variance in other circumstances. For purposes of this Section, the inability to obtain approval of any governmental agency, the issuance of any permit, or the terms of any financing shall not be considered a hardship warranting a variance.

§4-103 [Scope of Review]

In reviewing each application and related submissions, the Design Committee shall be guided by the I'On Code; however, the I'On Code shall not be the exclusive basis for its decisions and compliance with the I'On Code does not guarantee approval of any application. The Design Committee may consider any factors it deems relevant, including harmony of external design with surrounding structures and environment and consistency with the visual themes established for I'On. Its decisions may be based on purely aesthetic considerations. Each Titleholder, by accepting a deed to Real Property in I'On, acknowledges that determinations as to such matters are subjective and opinions may vary as to the desirability or attractiveness of particular improvements.

The architectural standards and procedures established pursuant to this Article and the I'On Code are intended as a mechanism for maintaining and enhancing the overall aesthetics of I'On and shall not create any duty to any person. The Committee shall not bear any responsibility for ensuring the structural integrity or soundness of approved construction or modifications, nor for ensuring compliance with building codes and other governmental requirements, nor for ensuring that all dwellings are of comparable quality, value or size or of similar design.

Neither the Founder, the Assembly, nor the Design Committee shall be held liable for soil conditions, drainage or other general site work; any defects in plans revised or approved hereunder; or any injury, damages, or loss arising out of the manner or quality of approved construction on or modifications. In all such matters, the Assembly shall defend and indemnify the I'On Design Committee and its members.

§ 4-104 [Schedule for Review]

The Design Committee shall notify the applicant of its determination on an application within 30 days after receipt of the completed application and all required information. The Committee may (i) approve the application, with or without conditions; (ii) approve a portion of the application and disapprove other portions; or (iii) disapprove the application. In the case of disapproval, the Committee may, but shall not be obligated to, specify the reasons for any

objections and/or offer suggestions for curing any objections. Notice shall be deemed to have been given at the time the envelope containing the response is deposited with the U. S. Postal Service. Personal delivery of such written notice shall, however, be sufficient and shall be deemed to have been given at the time of delivery to the applicant.

In the event that the Committee fails to respond in a timely manner, approval shall be deemed to have been given; however, no approval deemed to have been given under this paragraph shall be inconsistent with the I'On Code.

After termination of the Founder's right to appoint the Committee, any denial of an application by the Committee may be appealed to the Board of Appeals in accordance with such procedures as the Board of Appeals may establish.

§4-105 [Commencement and Completion of Construction]

If construction has not commenced on a project for which an application has been approved within six months after the date of approval, such approval shall be deemed withdrawn. Once construction is commenced, it shall be diligently pursued to completion. Unless otherwise agreed in writing by the Design Committee, all elements of proposed Improvements for which plans are approved hereunder shall be completed within one year after the date of approval, or such shorter period as may be specified in any agreement for the purchase of the Lot from the Founder.

ARTICLE V
Easements

"The job is not to 'plan', but to reveal." **- Benton McKaye**

§5-101 [Validity of Easements]

The provisions of this Article may not be amended or modified in any fashion without concurrence of the Founder as long as Founder retains its Rights and Obligations under Article IX. All easements provided for herein, shall run with the title to the land, and shall inure to the benefit of and be binding upon all Titleholders. Easements running in favor of the Founder, Members of the I'On Guild, the Assembly, and all other easements, may be transferred to respective comparable entities or persons.

§5-102 [Easement of Use and Enjoyment]

Subject to such reasonable rules as the Board of Trustees may adopt, all Titleholders, their lessees, occupants of their Lots, guests and invitees, are hereby granted a non-exclusive easement of use and enjoyment of the Commons except for those portions of the Commons declared in a Declaration of Annexation to be for the exclusive or primary use and enjoyment of residents of a described area. Titleholders shall be deemed to have delegated their rights of enjoyment to the Commons to their lessees; however, Titleholders shall remain responsible for damages to the Commons committed by their lessees or lessees' guests or invitees.

§5-103 [General Easements]

(a) **Easement for Public Servants.** The Founder does hereby grant to those public servants whose duties include public safety and property protection activities, a perpetual, nonexclusive easement of access through I'On and to, from and over exterior portions of each Lot as necessary to carry out their duties, subject to reasonable processes and requirements of Applicable Law.

(b) **Easement for Assembly.** The Founder does hereby grant to the Assembly, its officers, agents, contractors and designees, a perpetual, nonexclusive easement over the Real Property comprising I'On as reasonably necessary to carry out its responsibilities and exercise its authority as provided for in the Governing Documents. Such entry shall be preceded by due notice unless an emergency jeopardizing life, limb or property exits.

(c) **Easements over Commons.** The Assembly, acting through the Board of Trustees, shall have a right to grant easements, rights of way, licenses and similar interests over any part of the Commons for any lawful purpose which it determines, in its own discretion, to be consistent with the interests of the Assembly.

(d) **Easement for Encroachments and Maintenance.** The Founder hereby reserves and grants a perpetual, nonexclusive easement over each Lot, not exceeding one foot in width, for the benefit of each adjoining Lot and the Commons, for the purpose of accommodating any encroachment due to settlement or shifting of improvements, roof overhangs, fences constructed, gutters, or draining of rainwater from roofs, and for the maintenance of said encroachments so long as they shall exist. The rights and obligations of Titleholders shall not be altered in any way by said encroachment, settlement or shifting; provided, however, that in no event shall a valid easement for encroachment be created if such encroachment occurred due to the willful misconduct of the Titleholder or Titleholders claiming the easement, and provided further that any such encroachments shall be required to conform to Applicable Law.

In addition, the Founder hereby reserves and grants a perpetual, nonexclusive easement over each Lot for the benefit of adjacent Lots and Commons, not to exceed five feet in width, to permit access for maintenance and repair of the structures on the benefited Lot; provided, such easement shall be exercised in a matter that would not be considered a nuisance by a reasonable person, and further provided that the party exercising the easement shall restore to its original condition anything that is disturbed as a result of such maintenance and repair.

(d) **Easement for Utility Usage.** A mutual right and easement for utility services is hereby granted for the benefit of all Titleholders, such that no Titleholder shall take any action which would in any way interfere with utility services being provided to other Titleholders within l'On. If a Lot contains any utility pipes, ducts, conduits, wires or the like which are for the benefit, in whole or in part, of other Titleholders within l'On, then the Titleholder of such Lot shall promptly, at his expense, repair any damage to such utilities caused by Titleholder, his guests or invitees. The rights and duties with respect to sanitary sewer and water, storm drains, downspouts, yard drains, cable television, electricity, gas and telephone lines, connections and facilities shall be governed by the following:

(1) Whenever utility services have been partially or wholly installed within l'On, the Titleholder of any Lot, or the Assembly shall have the right, and are hereby granted an easement to the extent necessary to enter or have a utility company enter any portion of l'On in which said installations lie to repair, replace and generally maintain said installations.

(2) The right granted in subsection (d)(1) above shall be only to the extent necessary to entitle the Real Property of the Titleholder or Assembly serviced by said installation to its full and reasonable use and enjoyment and provided further that anyone exercising said right shall be responsible for restoring the surface of the easement area so used to its condition, as nearly as practically possible, prior to such use.

(3) In the event of a dispute between Titleholders with respect to the repair or rebuilding of said connections, or with respect to the sharing of the cost thereof, upon written request of one of such Titleholders addressed to the Assembly, the matter shall be submitted to the Board of Trustees, who shall decide the dispute, and the decision of the Board of Trustees (or its designee) shall be final and conclusive as to the parties.

(e) **Conservation and Landscape Easements.** Some Lots may be subjected to a non-disturbance easements or similar easements for conservation or wetlands buffering purposes. Further, some Lots may be subjected to landscape easements for the purpose of maintaining specified plantings, levels of maintenance, signs, walls, fences and other decorative structures. The operation of such easements shall be governed by provisions in the Declarations of Annexation or other recorded instruments, and by policies duly enacted by the Assembly pursuant to its authority set forth in this Declaration.

§5-104 [Party Walls and Other Shared Structures]

The rights and duties of Titleholders with respect to party walls and party fences shall be governed by the following.

(a) **General Rules of Law to Apply.** Each wall, fence, driveway or similar structure which is constructed as a part of the original construction of structures on Lots, and any part of which is placed on the dividing line between separate Lots and intended to serve both such Lots, shall constitute a party structure. To the extent not inconsistent with this Section, the general rules of law regarding party walls and liability for damage to such structures shall apply.

(b) **Sharing of Repair and Maintenance, and Costs of Destruction.** The cost of routine maintenance and repair of any party structure shall be shared equally by the Titleholders of the Lots served thereby. If a party structure is damaged or destroyed by a cause other than by the act of only one of the adjoining Titleholders, his lessees, agents, invitees, or occupants of his Lot (including ordinary wear and tear), then either Titleholder may restore the structure. Any Titleholder who thereafter makes use of the structure (personally or through his lessees, agents, invitees, or occupant of his Lot) shall contribute a pro rata share of the costs of restoration.

(c) **Repairs of Damage Caused by One Titleholder.** If any party structure is damaged or destroyed through the act of only one adjoining Titleholder, or any of his agents, invitees or members of his family so as to deprive the other adjoining Titleholder of the full use and enjoyment of such structure, the Titleholder responsible for such damage shall forthwith proceed to rebuild or repair the wall or fence to as good a condition as formerly, without cost to the adjoining Titleholder.

(d) **Changes to Party Walls and Party Fences.** A Titleholder desiring to make changes to a party structure in any manner affecting either the appearance of such from the adjoining Titleholder's side, or in any way that may affect the adjoining Titleholder's use and enjoyment of such, shall secure the written approval of the adjoining Titleholder, in addition to any other approvals required by this Declaration or Applicable Law.

(e) **Right to Contribution Runs with Land.** The right of any Titleholder to contribution from any other Titleholder under this section shall be appurtenant to the land, inure to the benefit of, and shall pass to such Titleholder's successors in title.

(f) **Disputes.** In the event of a dispute between Titleholders with respect to the application and force of any provision of this Section, then upon written request of one such Titleholder, the matter shall be submitted to the Board of Appeals who shall decide the dispute.

ARTICLE VI
The Commons

"A town plan is a structure whose purpose is to make room for life to happen." **Jonathan Hale**

§6-101 [Title to the Commons]

The Assembly shall assume full responsibility for the control and maintenance of the Commons as conveyed to the Assembly by the Founder unless contrary provisions are made through contract or in the instrument of conveyance. Upon a vote of two-thirds (2/3) or more of outstanding Titleholder votes, the Assembly may transfer title to some or all of the Commons to another entity.

§6-102 [Control of the Commons]

The Assembly shall be exclusively responsible for the control and management of the Commons, as well as any property over which it has responsibilities by virtue of a lease, rental agreement, other contract or easement.

§6-103 [Condemnation or Taking]

Proceeds from the disposition of the Assembly's Real Property by ordinary sale, condemnation or taking by eminent domain, shall be used for such purposes as the Assembly determines. No Titleholder shall have any right to any portion of such funds for his personal benefit.

§6-104 [Damage to Commons]

In the event of damage to or destruction of Commons or other property which the Assembly is obligated to insure, the Board of Trustees or its duly authorized agent shall file and adjust all insurance claims and obtain reliable and detailed estimates of the cost of repairing or restoring the property to substantially the condition in which it existed prior to the damage, allowing for changes or improvements necessitated by changes in applicable building codes.

Damaged improvements shall be repaired or reconstructed unless Titleholders entitled to cast at least 75% of the total eligible votes of Titleholders, and the Founder Member, if still in existence, agree within 60 days after the loss not to repair or reconstruct. If either the insurance proceeds or estimates of the loss, or both, are not available to the Assembly within such 60-day period, then the period shall be extended until such funds or information are available. However, such extension shall not exceed 60 additional days. No Mortgagee shall have the right to participate in the determination of whether the damage or destruction to the Commons shall be repaired or reconstructed.

If a decision is made not to restore the damaged improvements, and no alternative improvements are authorized, the affected property shall be cleared of all debris and ruins and thereafter shall be maintained by the Assembly in a neat and attractive, landscaped condition.

Any insurance proceeds remaining after paying the costs of repair or reconstruction, or after such settlement as is necessary and appropriate, shall be retained by the Assembly for the benefit of its members or the Titleholders of Lots insured, as appropriate, and placed in a capital improvements account. This is a covenant for the benefit of Mortgagees and may be enforced by the Mortgagee of any affected Lot.

If insurance proceeds are insufficient to cover the costs of repair or reconstruction, the Board of Trustees may, without a vote of the members, levy special assessments to cover the shortfall against those Titleholders responsible for the premiums for the applicable insurance coverage under Section 7-101.

ARTICLE VII
Insurance

"Weep not that the world changes - did it keep a stable, changeless state 'twere cause indeed to weep."
- William Cullen Bryant

§7-101 [Required Coverages]

The Assembly shall obtain and continue in effect the following types of insurance, if reasonably available, or if not reasonably available, the most nearly equivalent coverages as are reasonably available:

(a) Blanket property insurance covering "risks of direct physical loss" on a "special form" basis (or comparable coverage by whatever name denominated) for all insurable improvements on The Commons and other Real Property, regardless of ownership, to the extent that the Assembly is responsible for repair or replacement in the event of a casualty. If such coverage is not generally available at reasonable cost, then "broad form" coverage may be substituted. Such insurance shall have policy limits sufficient to cover the full replacement cost of the insured improvements under current building ordinances and codes, less a reasonable deductible;

(b) Commercial general liability insurance, insuring the Assembly and its members for damage or injury caused by the negligence of the Assembly or any of its members, employees, agents, or contractors while acting on its behalf, in such amount as the Board of Trustees deems prudent; provided, if generally available at reasonable cost,

such coverage (including primary and any umbrella coverage) shall have a limit of at least $1,000,000.00 per occurrence with respect to bodily injury, personal injury, and property damage;

(c) Directors and officers liability coverage;

(d) Commercial crime insurance, including fidelity insurance covering all Persons responsible for handling Assembly funds in an amount determined in the Board's business judgment but not less than an amount equal to one-sixth of the annual General Assessments on all Lots plus reserves on hand. Fidelity insurance policies shall contain a waiver of all defenses based upon the exclusion of Persons serving without compensation; and

(e) Such additional insurance as may be required by law or as the Board, in the exercise of its business judgment, determines advisable.

In addition, the Assembly shall, if so specified in a Declaration of Annexation, obtain and maintain property insurance on the insurable improvements subject to such Declaration of Annexation. Any such policies shall provide for a certificate of insurance to be furnished upon request to the Titleholder of each Lot insured.

Premiums for all insurance maintained by the Assembly shall be included in the General Assessment levied against each Lot pursuant to Section 2-104, except that premiums for property insurance on specific Lots shall be allocated among the benefited Lots as provided in the Declaration of Annexation applicable to such Lots.

§7-102 [Policy Requirements]

All policies shall provide for a certificate of insurance to be furnished to the Assembly and, upon request, to each Member.

The policies may contain a reasonable deductible. In the event of an insured loss, the deductible shall be allocated among the Lots in the same manner as the premium for the applicable insurance coverage.

All insurance coverage obtained by the Assembly shall:

(a) be written with a company authorized to do business in South Carolina which satisfies the requirements of the Federal National Mortgage Association, or such other secondary mortgage market agencies or federal agencies as the Board deems appropriate;

(b) be written in the name of the Assembly as trustee for the benefited parties. Policies on the Commons shall be for the benefit of the Assembly and its Members. Policies covering individual Lots shall be for the benefit of the Titleholder of the Lot and its Mortgagee, as their interests may appear;

(c) not be brought into contribution with insurance purchased by Titleholders, occupants, or their Mortgagees individually;

(d) provide that each Titleholder is an insured person under the policy with respect to liability arising out of such Titleholder's interest, as a member of the Assembly, in the Commons;

(e) provide a waiver of subrogation under the policy against any Titleholder oroccupant of a Lot;

(f) include an endorsement precluding cancellation, invalidation, suspension, or non-renewal by the insurer on account of any curable defect or violation without prior written demand to the Assembly to cure the defect or violation and allowance of a reasonable time to cure; and

(g) include an endorsement precluding cancellation, invalidation, or denial of benefits under the policy on account of any act or omission of any one or more individuals, unless such individuals are acting within the scope of its authority on behalf of the Assembly.

(h) include an endorsement excluding Titleholders' individual policies from consideration under any "other insurance" clause;

(i) include an endorsement requiring at least 30 days' prior written notice to the Assembly of any cancellation, substantial modification, or non-renewal;

ARTICLE VIII
Protection of Lenders

"Let us raise a standard to which the wise and honest can repair." – George Washington

§8-101 [Right to Notice of Certain Actions]

Any Institutional Lender who provides a written request to the Assembly stating its name and address and the street address of the Real Property to which its Mortgage relates ("Mortgaged Property") will be entitled to timely written notice of:

(a) Any condemnation loss or any casualty loss which affects a material portion of I'On or which affects the Mortgaged Property;

(b) Any delinquency in the payment of assessments or charges owed on the Mortgaged Property which has continued for a period of 60 days, or any other violation of the Governing Documents relating to the Mortgaged Property or the Titleholder or occupant thereof which is not cured within 60 days; or

(c) Any lapse, cancellation, or material modification of any insurance policy that the Assembly maintains.

ARTICLE IX
Founder's Rights and Obligations

"Example is the school of mankind. They will learn at no other." -Edmund Burke

To secure the Founder's interests in development of I'On, to further the principles, missions and goals upon which I'On is founded, the Founder shall have the benefit of certain rights and shall be subject to certain obligations as set forth in this Article and elsewhere in the Governing Documents.

§9-101 [Duration of Founder's Rights and Obligations]

The duration of Founder's Rights and Obligations under this Article shall extend until the later of the conveyance of all Lots contained in the Real Property described in Exhibits B and C to Titleholders other than Founder or Builders, or termination of the Founder's right to file a Declaration of Annexation under §I-102(b), except that some specific Founder's Rights and Obligations may expire by virtue of their being tied to the occurrence of certain events arising prior to conveyance of all Lots. The Founder however, may voluntarily terminate all Founder's Rights and Obligations by expressing such in writing to the Assembly.

§9-102 [Right to Complete Neighborhood Plan]

(a) **Development Activities.** The Founder shall have the right to conduct all activities required to complete the Neighborhood Plan, as more fully provided for in Article I of this Declaration. The Assembly shall not take any position of opposition against provisions of the Neighborhood Plan in a public setting, nor utilize any of its material or financial resources to oppose development activities of the Founder so long as such activities are consistent with the Neighborhood Plan. This provision is not intended to diminish the right of any individual to express opinions,

nor of the Assembly to pursue any remedy against any alleged breaches of agreements or representations by the Founder.

(b) **Design Standards.** In consideration of the considerable time, effort and money the Founder has expended in developing the I'On Code, as long as Founder's Rights and Obligations remain in force, no changes shall be made to the I'On Code without Founder's concurrence. However, the Founder may effect changes to the I'On Code provided such changes are only prospective in effect.

(c) **Annexations.** The Founder shall have the right to incrementally annex all Real Property described in Exhibit C, subject to the provisions of Article I. The Assembly shall not take any action to prevent such annexations.

§9-103 [Amendments and Other Actions Affecting the Founder]

(a) **Founding and Governing Documents.** The Assembly shall make no amendments to the Governing Documents that materially affect the Founder's interests, nor shall the Assembly adopt other measures that materially affect the Founder's interests without Founder's concurrence. In this context, Founder's interests shall include the interests of the members of the I'On Guild, because of the indispensable role of these members in fulfilling the intents of the Neighborhood Plan.

(b) **Easements.** The Assembly shall not take action seeking to alter provisions of easements established by the Founder, nor to prevent establishment of easements necessary to completing the Neighborhood Plan.

§9-104 [Assembly-Related Rights and Obligations]

(a) **Founder's Responsibilities for Affairs of Assembly.** The Founder shall be exclusively responsible for conducting the affairs of the Assembly until at least one Titleholder, other than Founder or a Member of the I'On Guild, has been elected to a seat on the Board of Trustees. Thereafter, the Board of Trustees shall act strictly in conformance with the provisions of the Governing Documents and in accordance with Applicable Law.

(b) **Founder's Right to Appoint Board of Trustees.** Except to the extent that the Bylaws specifically provide for election of certain Trustees by the Members, the Founder Member shall have sole and full authority to appoint, remove and replace the members of the Board of Trustees until *the earlier of*:

(i) the date as of which 75% of the total acreage of the Real Property described in Exhibits B and C to the Declaration has been conveyed to persons other than Founder or a Builder;

(ii) 20 years after the date on which the Declaration is recorded in the Public Records; or

(ii) when, in its discretion, the Founder Member so determines.

(c) **Founder'sRight to Disapprove Actions.** So long as the Founder Membership exists, the Founder shall have a right to disapprove any action, policy or program of the Assembly, the Board of Trustees, and any committee which, in the sole judgment of the Founder, would tend to impair rights of Founder or Builders under this Declaration or the Bylaws, or interfere with development or construction of any portion of I'On, or diminish the level of services being provided by the Assembly. Such right to disapprove shall be exercised as set forth in the Bylaws.

(d) **Founder's Obligation to Financial Support of Assembly.** The Founder shall provide funds to cover all cash deficits in the Assembly's operations for two years following the conveyance of the first Lot to a Titleholder other than Founder and shall otherwise not be obligated to make further payments of General Assessments for Lots owned until the expiration of Founder's Rights and Obligations.

§9-105 [Easements for Development, Utilities and Other Purposes]

(a) The Founder reserves for itself, its successors, assigns and designees, a non-exclusive easement over all Real Property within I'On, so long as the Founder owns any Real Property described on Exhibits B or C, to the extent reasonably necessary for the purpose of (i) installing utilities (including electricity, water, sewer, telephone, cable television and similar systems), infrastructure, and drainage systems to serve any Real Property described on Exhibits B or C or adjacent property, (ii) establishing or protecting environmental protection zones and special landscape zones, and (iii) any other purposes reasonably related to the founding principles, mission and goals of I'On; provided, such easements shall be restricted to setback areas on Lots, public rights-of-way, the Commons, and such other easement areas as may be reserved on recorded plats, and the exercise of such easements shall not unreasonably interfere with the use or development of any Lot.

(b) The Founder also reserves for itself, its successors, assigns and designees, and grants to the Assembly, a perpetual, non-exclusive easement of access over the Real Property in I'On as reasonably necessary for the purpose of inspecting, maintaining, repairing and replacing the utilities, infrastructure and other improvements described in subsection (a), and grants to the providers of utilities serving I'On a perpetual, nonexclusive easement of access to read, maintain and repair their respective utility meters.

(c) All work associated with the exercise of the easements reserved and granted in subsections (a) and (b) above shall be performed in such a manner as to minimize interference with the use and enjoyment of the Real 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 permit entry into the structures on any Lot and, except in an emergency, entry onto any Lot shall be only after reasonable notice to the Titleholder or occupants of the Lot.

§9-106 [Right to Develop, Build and Market]

For the duration of Founder's Rights and Obligations, Founder and members of the I'On Guild shall have the right to conduct development, construction, marketing and customer service operations within I'On in a customary and reasonable fashion. This includes the right to maintain construction and sales offices and model homes on Lots which they own, a right of access over the streets and rights-of-way within I'On by construction and supply vehicles, and the right to store materials and equipment related to such land development and construction on property owned by Founder or members of the I'On Guild, respectively. However, it shall be incumbent upon those exercising these reserved rights to conduct their activities in ways respectful of the comfort and safety of the occupants of Real Property in I'On.

§9-107 [Founder's Power of Attorney to Amend Governing Documents]

(a) **Founder's Limited Right to Amend Declaration.** For a period of five years from the date on which this Declaration is recorded in the Public Records, the Founder shall have the right to amend the Governing Documents to correct scrivener's errors, to conform to requirements of Applicable Law or Institutional Lenders, and for such other purposes as do not materially adversely affect the title to any Lot or the rights specifically granted to Titleholders hereunder.

(b) **Appointment.** By acceptance of a deed to any Lot, or by acceptance of a legal or equitable interest in any Real Property in I'On, each and every contract purchaser, Titleholder, Institutional Lender, and other lien holder or party claiming a legal or equitable interest in any portion of I'On does automatically and irrevocably name, constitute, appoint and confirm Founder as attorney-in-fact for the purpose of executing amendments to this Declaration in accordance with the provisions contained throughout this Declaration.

(c) **Duration.** The power of attorney created in this §9-107 is expressly declared and acknowledged to be coupled with an interest in the subject matter hereof and the same shall run with the title to each Lot and be binding upon the heirs, personal representatives, successors, transferees and assigns of any of the foregoing parties. Such power of attorney shall continue in effect until the expiration of Founder's Rights and Obligations pursuant to §9-101.

§9-108 [Right to Transfer or Assign Rights and Obligations]

Founder shall have the right to transfer or assign any or all of its Rights and Obligations under this Article and any or all of its rights and obligations set forth elsewhere in the Governing Documents, in whole or in part, temporarily or permanently. Any such transfer or assignment shall be set forth in a written instrument executed by the Founder in recordable form.

ARTICLE X
I'On Trust

"A teacher affects eternity; he can never tell where his influence stops."
-Henry Adams

§10-101 [Authority to Collect Transfer Fee]

Except as otherwise provided in this Article, upon the sale and transfer of title to any Lot in I'On, the transferring Titleholder shall pay to the I'On Trust, a South Carolina nonprofit corporation, a transfer fee in the amount of one tenth of one percent (.1%) of the total cost to the purchaser of the Lot and any improvements on the Lot, as such cost is shown by the amount of tax imposed by Charleston County, South Carolina on the transfer of title, but excluding taxes and stamps or other fees charged by Charleston County, South Carolina on such transfer. Such transfer fee shall be the personal obligation of the transferring Titleholder and, in addition, the I'On Trust shall have a lien against the Lot to secure payment of such transfer fee. Such lien shall be prior and superior to all other liens except (a) the Assembly's lien for assessments under §2-104, and (b) such liens as have priority over the Assembly's lien under that Section. Such lien may be enforced by the I'On Trust by suit, judgment and foreclosure in the same manner as the Assembly's lien for assessments under §2-104.

§10-102 [Purpose of Transfer Fee]

All transfer fees collected pursuant to this Article shall be deposited into a segregated account to used for such purposes as the board of trustees of the I'On Trust deems beneficial to the general good and welfare of I'On. By way of example and not limitation, such transfer fees might be used to help fund:

(a) preservation and maintenance of natural areas, wildlife preserves, or similar conservation areas and historical features, and sponsorship of educational programs and activities which contribute to the overall understanding, appreciation and preservation of the natural environment and history of I'On;

(b) programs and activities which serve to promote a sense of community within I'On, such as recreational leagues, historical or cultural programs, educational programs, festivals and holiday celebrations and activities, a community computer network, and recycling programs; and

(c) social services, community outreach programs, and other charitable causes.

§10-103 [Exempt Transfers]

No transfer fee shall be levied upon transfer of title to a Lot:

(a) by or to Founder;

(b) by a builder who held title to the Lot solely for purposes of development and resale;

(c) by the Titleholder of a Lot to any person who was also a Titleholder of such Lot immediately prior to such transfer;

(d) to the Titleholder's estate, surviving spouse or child upon the death of the Titleholder;

(e) to an entity wholly owned by the grantor; provided, upon any subsequent sale and transfer of an ownership interest in such entity, the transfer fee shall become due;

(f) to an Institutional Lender pursuant to a Mortgage, foreclosure of a Mortgage, or in lieu of foreclosure of a Mortgage held by the Institutional Lender.

ARTICLE XI
Operation of Declaration

***"Where there is no vision, the people perish."*- Proverbs 29:18**

§11-101 [Duration of Declaration]

This Declaration shall run with the land comprising l'On and bind all Titleholders and the occupants, guests and invitees of their Lots for a period of 25 years from the date on which this Declaration is recorded in the Public Records. After this time it shall be automatically extended for successive periods of 10 years unless within the last year prior to an expiration date an instrument signed by Titleholders representing eighty percent (80%) of all Lots expressly terminates this Declaration. To be effective, a termination of the Declaration must be recorded.

§11-102 [Amendment]

Except as otherwise specifically provided in this Declaration, this Declaration may be amended only upon Approval of Titleholders representing at least seventy-five percent (75%) of all eligible Titleholder votes. Such an amendment must be recorded in the Public Records in order to become effective.

§11-103 [Enforcement]

The Founder, the Assembly, any Titleholder, or First Mortgagee, as their interest may arise, shall have the right to enforce, by proceeding at law or in equity, the provisions of this Declaration and other Governing Documents. Failure to enforce any provisions of this or other Governing Documents shall not be deemed a waiver of the right to do so thereafter.

§11-104 [Interpretation]

(a) Except as provided otherwise by law, the provisions of this Declaration, together with Declarations of Annexation, shall take precedence over the Articles of Incorporation and the Articles of Incorporation shall take precedence over the Bylaws. The Declaration shall take precedence over Declarations of Annexation, except in cases where a Declaration of Annexation is fulfilling a provision or intent of the Declaration.

(b) Unless the context otherwise indicates, the use of the singular shall include the plural and vice versa; the use of one gender shall include all genders. The use of the terms, "include" or "including" shall mean "including without limitation." This Declaration shall be liberally construed in favor of the party seeking to enforce its objectives and provisions for the protection and enhancement of values, marketability and desirability of I'On and the overall quality of life for its residents. The headings used in the Governing Documents are for indexing purposes only and shall not be used as a means of interpreting or construing the substantive provisions hereof. Unless context otherwise indicates, the meanings of capitalized terms employed in the main body of this Declaration shall be interpreted according to the definitions provided in Exhibit A.

(c) Any finding in judicial proceedings holding that a particular provision is null and void shall not serve to diminish to effectiveness of any other provision.

(d) Failure by the Assembly to enforce any provision of this Declaration at any time shall not serve to diminish the validity and operation of such provision in the future.

IN WITNESS WHEREOF, the Founder has set its hand and seal as of the date first above written.

FOUNDER: THE I'ON COMPANY, LLC, a South Carolina limited liability company

BY: _____
Vincent G. Graham, its manager

WITNESSES:

Pam Martin

_____

STATE OF SOUTH CAROLINA

CHARLESTON COUNTY

PERSONALLY appeared before me the undersigned witness and made the oath that (s)he saw the within-named The I'On Company, LLC, a South Carolina limited liability company by Vincent G. Graham, its manager, sign, seal and deliver the within instrument, and that (s)he with the other witness above subscribed, witnessed the execution thereof.

Pam Martin

Sworn to before me this 5 day of February, 1998.

Stacy L. Hall

Notary Public for the State of South Carolina

My Commission Expires: 10/2000

EXHIBIT A
Definitions of Significant Terms

Applicable Law: all local, state and federal ordinances, laws and regulations that apply to the particular subject matter.

Approval: the affirmative vote, written consent, or any combination thereof, of persons entitled to cast the specified number or percentage of eligible votes, or of a specified person or entity

Articles: the Articles of Incorporation of I'On Assembly, Inc., filed with the Secretary of State for the State of South Carolina, as they may be amended.

Assembly: I'On Assembly, Inc., a South Carolina nonprofit corporation, its successors or assigns.

Board of Trustees: the body primarily responsible for administration of the Assembly, selected as provided in the Bylaws and generally serving the same role as a board of directors under South Carolina corporate law, as more particularly described in §2-102(b)(1).

Bylaws: The Bylaws of I'On Assembly, Inc., as they may be amended.

Commons: Real Property and interests therein which the Assembly owns or otherwise holds possessory or use rights in for the common use and enjoyment of Titleholders.

Declaration of Annexation: a legal instrument filed in the Public Records pursuant to Section 1-102 which extends the provisions of this Declaration to other Real Property. Declarations of Annexations may contain such additional covenants, restrictions and easements and complimentary provisions applicable to that Real Property as the Founder deems appropriate.

Founder: The I'On Company, LLC, its successors and assigns.

Founder Control Period: the period of time during which the Founder is entitled to appoint all or a majority of the members of the Board of Trustees, as provided in §9-104.

Founder's Rights and Obligations: those rights and obligations of the Founder set forth in Article IX.

Governing Documents: the Declaration, the Articles, the Bylaws, the I'On Code, the I'On Rules, and any applicable Declaration of Annexation.

Improvements: any grading or other site work on Lots, including planting or removal of plants, trees and other landscaping materials; any structure or thing attached to, placed, constructed or installed on any Lot (other than inside enclosed structures), and any modifications to existing improvements.

Institutional Lender: a financial services institution regularly engaged in financing the purchase, construction, or improvement of real estate, or any guarantor, insurer, or assignee of loans made by such a lender, who has notified the Assembly of its mortgage interests in I'On.

I'On: the Real Property described on Exhibit B and such additional Real Property as is made a part of I'On by filing of a Declaration of Annexation in accordance with §1-102.

I'On Assembly, Inc.: the non-stock corporation in which each Titleholder has a membership interest.

I'On Guild: those persons identified from time to time by the Founder who are engaged in the business of constructing homes for resale and who apply and are admitted to the I'On Guild by the Founder, making them eligible to purchase property and build homes in I'On for resale as long as they remain participants in good standing in the I'On Guild.

I'On Rules: the body of rules regulating use, conduct, occupancy, and other matters within I'On, as initially set forth on Exhibit D and as they may be modified, repealed and supplemented pursuant to Article III.

Lot: any subdivided plot of land within I'On intended for independent ownership and use, excepting the Commons and property dedicated to the public.

Member: a person or entity entitled to membership in the Assembly, as provided in §2-102.

Mortgage: a mortgage, deed of trust, or similar security instrument affecting title to any Real Property in I'On. The term **Mortgagee** shall refer to the holder of a Mortgage.

Neighborhood Plan: Ordinance No. 97010 adopted by the Town of Mount Pleasant, South Carolina on March 11, 1997, as it may be amended, which provides for the mixed use planned development known as I'On and sets forth a plan for the development of I'On.

Public Records: the Registry of Mesne Conveyances for Charleston County, South Carolina, or such other place as may be designated by Applicable Law as the official place for filing of legal instruments related to Real Property.

Real Property: land and any improvements thereon.

Special Use Lot: a Lot so designated pursuant to §3-105.

Titleholder: one or more persons who hold record title to any Real Property in I'On, other than persons who hold an interest merely as security for the performance of an obligation.

EXHIBIT "B"

REAL PROPERTY INITIALLY COMPRISING I'ON

All those lots, pieces, or parcels of land situate, lying and being in the Town of Mt. Pleasant, Charleston County, South Carolina, shown and designated as "Lots 10 through 49", inclusive, and "Lots 60 through 69", inclusive, Phase I-A, I'On and "Amenity Area (109,934 seq. ft.)", "Eastlake Road 50' R/W", "Sowell Street 50' R/W", "Prescient Street 36' R/W", "Grace Lane 25' R/W", and all "HOA Accesses" on a plat thereof entitled "Conditional Subdivision Plat of Lots 11 - 49, 60 - 69, Phase I-A, I'On, Town of Mt. Pleasant, Charleston County, S.C." dated January 7, 1998, prepared by F. Elliotte Quinn, III, R.L.S. of SouthStar Surveying, Inc. and recorded in the RMC Office for Charleston County in Plat Book EC at page 258; said lots, amenity areas, streets, lanes and accesses having such sizes, shapes, locations, buttings and boundings as are shown on said plat.

EXHIBIT "C"

REAL PROPERTY SUBJECT TO ANNEXATION

ALL that certain piece, parcel or tract of land, and the improvements thereon, situate, lying and begin in Christ Church Parish, in the County of Charleston and State of South Carolina, containing 325.02 acres of highland and 107.1 acres of marshland and pond as shown on a Plat of E. M. Seabrook, Jr., C.E., and L.S. No 1375, dated January 14, 1964, and recorded in the Office of the RMC for Charleston County, S.C. in Plat Book R, Page 1; said tract measuring and containing and butting and bounding to the South on the right-of-way of the Mathis Ferry Road Three Thousand Two Hundred Ninety-Three and One Tenth (3,293.1') feet, as designated by the lettered line ABCDEF on said Plat; on the West line on lands of various owners in Scanlonville, on Muirhead Road, on Hobcaw Drive and on Hobcaw Point Five Thousand Eight Hundred One and Eight-Tenths (5,801.8') feet, as designated by the lettered broken line ONMLKJIHGF; on the North line on the waters of Hobcaw Creek; and on the East line on lands now or formerly of E. Capers and J. Read Johnson Four Thousand Six Hundred Forty-Five and Seven-Tenths (4,645.7') feet, as designated by the lettered line PQRA on said Plat; all as by reference to said Plat of E.M. Seabrook, Jr., will more fully appear; EXCEPTING THEREFROM the William Read family cemetery of a quarter of an acre in extent on the Read Old Home Tract, with the rights of ingress and egress thereto said cemetery, being designated by a cross mark on the said Plat; ALSO, EXCEPTING THEREFROM, the following described premises: All that piece, or lot of land, in Christ Church Parish, Charleston County, South Carolina, containing ONE (1) ACRE, more or less, bounded on the North and East by lands of Cooper Corporation, formerly Shelmore Oyster Products Company; on the South by lands now or formerly of Benjamin Brown, et al; on the West by Muirhead Road (Molasses Creek Road), with lines and marks as agreed upon by H.G. Leiding and Benjamin Brown, May 21, 1943, said marks being blazed.

SAVING AND EXCEPTING THEREFROM, all that certain piece, parcel or tract of land, and improvements thereon, situate, lying and being in Christ Church Parish, in the County of Charleston, State of South Carolina, containing 78.00 acres highland and 12.4 acres marsh as shown on a Plat by E. M. Seabrook, Jr., Inc. dated May 18, 1976, and entitled, "Plat of Tract of Land Situate on Mathis Ferry Road in Christ Church Parish, Charleston County, S.C., and owned by R. E. Mevers," and said Plat was recorded on the 8th day of June, 1976, in Plat Book AG, Page 58, R.M.C. Office for Charleston County, South Carolina.

Said parcel of land having such size, shape, dimensions, butting and boundings as will by reference to said Plat more fully appear.

BK C 297PG313

EXHIBIT D
I'On Rules

§D-101 Vehicles. Except for temporary guests and visitors, only standard private passenger vehicles, including passenger vans and pick-up trucks, are permitted to be parked within I'On. Such vehicles must bear current licenses, be in operating condition, bear no signs, and be parked at the rear of a Lot behind a home, or in designated areas. Further, boats and boat trailers may be stored only at the rear of the Lot only.Boats and trailers must be adequately screened to be visible only from the service lane, not from the thoroughfares.

§D-102 Pets. Household pets may be kept provided they do not cause a disturbance or become a nuisance to Titleholders and occupants of other Lots in I'On. Each owner shall be responsible for immediately collecting and properly disposing of wastes of his pet. Pets shall be under leash or voice control at all times when walked or exercised outside the confines of a Lot.

§D-103 Antennas. Television antennas, radio receivers, or other similar devices shall be contained entirely within the interior of a structure. 18" diameter or smaller satellite dishes are permitted provided they are not visible from persons on adjacent Lots or passersby.

§D-104 Trash and Refuse. Trash and refuse containers shall be stored so as not to be visible from persons on adjacent Lots or by passersby. Each Titleholder shall keep all parts of his Lot in good order and repair and free from debris.

§D-105 Signs. One temporary "For Sale", "For Rent", "Open" or other sign is permitted on a Lot with face surface no larger than 40 square inches, displayed no more than 4 feet above ground.

Warren & Sinkler
Post Office Box 1254
Charleston, SC 29402

BK C 297PG314

38.00
C

FILED
C297-282
98 FEB -9 PM 3:48
CHARLIE LYBRAND
REGISTER
CHARLESTON COUNTY SC

BK H 347PG655

Upon recording, please return to:

The I'On Company
Attn: Joseph E. Barnes
159 Civitas Street
Mt. Pleasant, SC 29464

Please cross-reference to Declarations recorded at: Book C297 Page 282

Book K307 Page 360

ABOVE SPACE FOR RECORDER'S USE

FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR I'ON

THIS AMENDMENT is made this 8th day of April, 2000.

WITNESSETH

WHEREAS, The I'On Company, LLC, a South Carolina limited liability company ("Founder"), executed that Declaration of Covenants, Conditions and Restrictions for I'On which was recorded on February 9, 1998 in Book C297, at Page 282, *et seq.*, in the Office of Mesne Conveyances for Charleston County, South Carolina ("Declaration"); and

WHEREAS, the Declaration has been supplemented to submit additional property to its terms by certain Declarations of Annexation recorded in the Office of Mesne Conveyances for Charleston County, South Carolina as follows:

Recording Date	Book	Page
7/22/98	K307	360
8/04/98	E308	752
3/04/99	R321	376
5/03/99	P325	334
11/05/99	G337	182
1/18/00	B341	477

WHEREAS, pursuant to Section 9-107 of the Declaration, for a period of five years after the date on which the Declaration was recorded, the Founder has the right to amend the Declaration for such purposes as do not materially adversely affect the title to any Lot or the rights specifically granted to Titleholders under the Declaration; and

WHEREAS, the Founder desires to amend the Declaration, as supplemented by that Declaration of Annexation recorded July 22, 1998 in Book K307, Page 360, *et seq.*, for the purpose of withdrawing from the coverage of the Declaration those lots described on **Exhibit "A"** to this Amendment, which lots are intended for commercial and recreational development (the "Commercial Lots"); and

WHEREAS, the Founder and the undersigned Owner are the owners of the Commercial Lots and, by their signatures below, they agree that this Amendment effecting such withdrawal does not materially adversely affect the title to such lots; and

WHEREAS, the Founder further desires to amend the Declaration for various other purposes that do not materially adversely affect the title to any Lot nor the rights specifically granted to Titleholders under the Declaration;

NOW, THEREFORE, the Declaration is hereby amended as follows:

1.

Article II, <u>l'On Assembly</u>, Section 2-105 [Powers and Responsibilities of Association], is amended by inserting the following new subsection at the end of that section:

> (e) **Wildlife control.** If and when the Assembly, the Founder, or its successors, assigns or designees, determine that it is necessary for health and safety reasons or in order to protect property within l'On, the deer population and other wildlife may be controlled by lethal means, subject to applicable laws.

2.

Article III, <u>Standards of Use, Conduct and Maintenance</u>, §3-103 [Limitations on Rulemaking Authority], subsection (b), is amended by deleting the phrase "to require that all occupants be members of a single housekeeping unit and," so that subsection (b) shall now read as follows:

> (b) **Household Composition.** No rule shall interfere with the freedom of persons to determine the composition of their households, except that the Assembly shall have the power to ~~require that all occupants be members of a single housekeeping unit and~~ limit the total number of occupants permitted in each dwelling on the basis of the size and facilities of the dwelling and its fair use of the Commons.

3.

Article V, <u>Easements</u>, §5-103 [General Easements], is amended by inserting at the end of that section a new subsection, which reads as follows:

> (f) **Easement for Special Events.** Founder hereby reserves for itself, its successors, assigns and designees, a perpetual, non-exclusive easement over the Commons for the purpose of conducting parades, running, biking or other sporting events, educational, cultural, artistic, musical and entertainment activities, and other activities of general community interest, at such locations and times as Founder, in its sole discretion, deems appropriate. By accepting title to or occupying a Lot subject to this Declaration, as it may be amended, each Titleholder and occupant of a Lot acknowledges and agrees that the exercise of this easement may result in a temporary increase in traffic, noise, gathering of crowds, and related inconveniences. Neither the

Assembly, nor any Titleholder or occupant of any Lot, shall take any action that would interfere with or otherwise attempt to restrict the exercise of this easement.

4.

Article IX, Founder's Rights and Obligations, §9-106 [Right to Develop, Build and Market], is amended by deleting the word "and" after the word "vehicles" in the second sentence of that section and by inserting the phrase ", and the right to make and reproduce photographs of the Commons and private homes in marketing, advertising, and public relations efforts" at the end of the second sentence, so that the section now reads as follows:

> For the duration of Founder's Rights and Obligations, Founder and members of the I'On Guild shall have the right to conduct development, construction, marketing and customer service operations within I'On in a customary and reasonable fashion. This includes the right to maintain construction and sales offices and model homes on Lots which they own, a right of access over the streets and rights-of-way within I'On by construction and supply vehicles, ~~and~~ the right to store materials and equipment related to such land development and construction on property owned by Founder or members of the I'On Guild, respectively, and the right to make and reproduce photographs of the Commons and private homes in marketing, advertising, and public relations efforts. However, it shall be incumbent upon those exercising these reserved rights to conduct their activities in ways respectful of the comfort and safety of the occupants of Real Property in I'On.

5.

Exhibit "A" to the Declaration, Definitions of Significant Terms, is amended by changing the definition of the term "Lot" to read as follows:

> **Lot:** any subdivided plot of land within I'On intended for independent ownership and use, excepting the Commons and property dedicated to the public, and any unit within any condominium located in I'On.

6.

Exhibit "B" to the Declaration, as supplemented by the Declarations of Annexation referenced above, is hereby amended to delete all references to those lots described on Exhibit "A" to this Amendment, thereby withdrawing them from the coverage of the Declaration such that the terms of the Declaration shall no longer apply to such lots.

7.

Exhibit "D" to the Declaration, I'On Rules, Section D-105 Signs, is amended by striking that section in its entirety and substituting the following in its place:

> **§D-105 Signs.**
>
> (a) Each Lot may have posted, prior to initial occupancy, one sign setting forth the names of the Titleholder, builder, and architect and, in the case of a Lot owned

by Founder or a builder that is a member of the I'On Guild, such other signs as the Founder may approve; provided, any such sign(s) shall be removed not later than the time of initial occupancy of the Lot. The materials, size, location, lettering and manner of installation shall conform to such rules as Founder may establish.

(b) In addition to signs authorized under subsection (a), each Lot that is offered for sale may have one sign posted on the Lot advertising the Lot for sale, subject to such limitations on materials, size, location, lettering, and manner of installation as may be set forth in architectural standards adopted by the Founder to supplement the I'On Code.

(c) No other signs, except those required by law, may be posted on any Lot so as to be plainly visible from outside the Lot.

8.

Except as expressly set forth in this Amendment, the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, Founder and the undersigned Owner have set their hands and seals as of the date first above written.

FOUNDER: THE I'ON COMPANY, LLC, a South Carolina limited liability company

BY: _____
Joseph E. Barnes, its manager

WITNESSES:

Barbara G. Dalton

Linda M. Linna

STATE OF SOUTH CAROLINA

CHARLESTON COUNTY

PERSONALLY appeared before me the undersigned witness and made the oath that (s)he saw the within-named THE I'ON COMPANY, LLC, a South Carolina limited liability company, by Joseph E. Barnes, its manager, sign, seal and deliver the within instrument, and that (s)he with the other witness above subscribed, witnessed the execution thereof.

Barbara G. Dalton

Sworn to before me this 26th day of April, 2000.

Notary Public for the State of South Carolina

My commission expires: 3/2/2009

BK H 347PG659

OWNER: I'On Square LLC

BY: Jeffrey R Pellegrin
Managing Member

WITNESSES:

STATE OF SOUTH CAROLINA

CHARLESTON COUNTY

PERSONALLY appeared before me the undersigned witness and made the oath that (s)he saw the within-named Jeffrey Pellegrin an officer, by Peris Companies, its President, sign, seal and deliver the within instrument, and that (s)he with the other witness above subscribed, witnessed the execution thereof.

Sworn to before me this 4th day of May, 2000:

Notary Public for the State of South Carolina

My commission expires: My commission expires on: 31 January 2002

523901/CADocs/1st Amend/032200/jps

EXHIBIT "A" BK H 347PG660

Commercial Lots to be Withdrawn from Coverage of Declaration

Lots CM1, CM2, CM3, CM4, CM5, CM6, CM7, CM8, CM9, CV-1, and CV-2 and "Open Area-4,433 sq. ft.," all as shown on that certain plat entitled Final Subdivision Plat of Lots 137-155, CM1-CM9, CV-1, CV-2, of Phase I-B and Lot 10 of Phase I-A, I'On, Town of Mount Pleasant, Charleston County, South Carolina, dated July 15, 1998 and recorded on January 26, 1999 in the RMC Office for Charleston County, South Carolina, in Plat Book EC at Page 976;

TOGETHER WITH:

Lots CV-5 and CV-6 as shown on that certain plat entitled "Conditional Plat of Phase II, Subphases A-E, I'On Subdivision, Town of Mount Pleasant, Charleston County, South Carolina, dated March 17, 1999 and recorded on April 19, 1999 in the RMC Office for Charleston County, South Carolina, in Plat Book ED at Pages 108 and 109.

Wooddy Law Firm

12.00
C

BK H 347PG661

FILED
H347-655
2000 MAY 10 PM 3:21
CHARLIE LYBRAND
REGISTER
CHARLESTON COUNTY SC

OK. date
JW.

BK S361PG297

Upon recording, please return to:

The I'On Company
Attn: Joseph E. Barnes
159 Civitas Street
Mt. Pleasant, SC 29464

Please cross-reference to Declaration recorded at: Book C297 Page 282

ABOVE SPACE FOR RECORDER'S USE

SECOND AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR I'ON

THIS AMENDMENT is made this 4th day of January, 2001.

WITNESSETH

WHEREAS, The I'On Company, LLC, a South Carolina limited liability company ("Founder"), executed that Declaration of Covenants, Conditions and Restrictions for I'On which was recorded on February 9, 1998 in Book C297, at Page 282, *et seq.*, in the Office of Mesne Conveyances for Charleston County, South Carolina, which instrument was previously amended by that certain First Amendment to the Declaration of Covenants, Conditions and Restrictions recorded on May 10, 2000 in Book H347, at Page 655, *et seq.* (as amended, the "Declaration"); and

WHEREAS, the Declaration has been supplemented to submit additional property to its terms by certain Declarations of Annexation recorded in the Office of Mesne Conveyances for Charleston County, South Carolina as follows:

Recording Date	Book	Page
7/22/98	K307	360
8/04/98	E308	752
3/04/99	R321	376
5/03/99	P325	334
11/05/99	G337	182
1/18/00	B341	477

WHEREAS, pursuant to Section 9-107 of the Declaration, for a period of five years after the date on which the Declaration was recorded, the Founder has the right to amend the Declaration to comply with applicable law and for such other purposes as do not materially adversely affect the title to any Lot or the rights specifically granted to Titleholders under the Declaration; and

WHEREAS, the Founder desires to amend the Declaration for the purpose of complying with certain requirements imposed by the Commissioners of Public Works of the Town of Mount Pleasant; and

WHEREAS, this amendment does not materially adversely affect the title to any Lot or the rights specifically granted to Titleholders under the Declaration;

NOW, THEREFORE, the Declaration is hereby amended as follows:

1.

Exhibit D, l'On Civil Code, is amended by adding the following new section:

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

2.

Article III, Standards of Use, Conduct and Maintenance, §3-104 [Maintenance and Repair of Real Property], is amended to read as follows:

Each Titleholder shall be responsible for maintaining such Titleholder's Real Property in a clean and attractive condition and in good order and repair. Such maintenance shall include, without limitation, maintenance of any water and sewer lines or laterals that serve only such Titleholder's Real Property. In the event a structure sustains damage clearly visible from the exterior, its Titleholder shall repair or reconstruct the structure in accordance with its appearance prior to damage unless the Assembly agrees to the contrary. The repair or reconstruction shall be accomplished within 90 days of the damage unless the Assembly grants a waiver based upon a finding of hardship. Should a Titleholder not conform to these provisions, the Assembly may accomplish necessary maintenance, repairs or reconstruction according to its best judgment, and levy an assessment upon the Titleholder for the costs involved.

3.

Except as expressly set forth in this Amendment, the Declaration shall remain in full force and effect.

[continued on next page]

IN WITNESS WHEREOF, Founder and the undersigned Owner have set their hands and seals as of the date first above written.

FOUNDER: THE I'ON COMPANY, LLC, a South Carolina limited liability company

BY: _____
Joseph E. Barnes, its manager

WITNESSES:

_____

_____

STATE OF SOUTH CAROLINA

CHARLESTON COUNTY

PERSONALLY appeared before me the undersigned witness and made the oath that (s)he saw the within-named THE I'ON COMPANY, LLC, a South Carolina limited liability company, by Joseph E. Barnes, its manager, sign, seal and deliver the within instrument, and that (s)he with the other witness above subscribed, witnessed the execution thereof.

_____

Sworn to before me this 4th day of January, 2000:

_____
Notary Public for the State of South Carolina

My commission expires: 3/2/09

523901/CADocs/2nd Amend/101900/jps

Woody Law Firm

LS

BK S361 PG300

FILED

S361-297

2001 JAN -8 PM 12:59

CHARLIE LYBRAND
REGISTER
CHARLESTON COUNTY SC

Misc/Amend

10.00

C

BK L 447PG640

STATE OF SOUTH CAROLINA	)	MODIFICATION OF DECLARATION
	)	OF COVENANTS, CONDITIONS AND
COUNTY OF CHARLESTON	)	RESTRICTIONS FOR I'ON

WHEREAS, The I'On Company, L.L.C. (hereinafter "I'ON") filed a Declaration of Covenants, Conditions and Restrictions for I'On dated February 5, 1998 in Book C-297, at Page 282 in the Charleston County RMC Office; and

WHEREAS, in Article V, §5-103 (d), entitled Easements for Encroachments and Maintenance, of said declaration, the Founder reserved a perpetual, nonexclusive easement over each Lot for the benefit of the adjacent Lots and Commons not exceeding five feet in width for access for maintenance and repair on the structures of the benefited Lot; and

WHEREAS, the houses being built on Lots 312 and 313 of Phase 4-B (as those lots are depicted on the plat thereof entitled "Final Plat of Lots 310-363, CM11, & CV-7 Phase 4-B, I'On, Town of Mt. Pleasant, Charleston County, South Carolina", dated October 19, 2000, prepared by Thomas & Hutton Engineering Co. and recorded on January 30, 2001 in the RMC Office for Charleston County in Plat Book EE, at page 570, are closer than five feet to common line between these two lots; and

WHEREAS, I'ON and the I'On Assembly, Inc. are desirous of amending the aforementioned Declaration of Covenants, Conditions and Restrictions for I'On such that the houses being built on the above described Lots 312 and 313 (herein Lots 312 and 313) will not be in violation of the easements as contained therein; and

WHEREAS, The Marlowe Chandler Company, Inc. is the current owner of the above described Lots 312 and 313 and has joined in the execution of this instrument to evidence its consent hereto;

NOW, THEREFORE, for Five and No/100 ($5.00) Dollars and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. As to Lots 312 and 313, the above-described Article V, §5-103 (d), entitled Easements for Encroachments and Maintenance, of the of the Declaration of Covenants, Conditions and Restrictions for I'On recorded in Book C-297, at Page 282 in the Charleston County RMC Office shall be amended to add the following language:

> As to Lots 312 and 313, as depicted on the plat thereof entitled "Final Plat of Lots 310-363, CM11, & CV-7 Phase 4-B, I'On, Town of Mt. Pleasant, Charleston County, South Carolina", dated October 19, 2000, prepared by Thomas & Hutton Engineering Co. and recorded on January 30, 2001 in the RMC Office for Charleston County in Plat Book EE, at page 570,

the easements reserved for the benefit of the adjacent Lots to permit access for maintenance and repairs of the structures on the benefited Lot shall not exceed three and one-half (3,5') feet on each side of the common line between Lots 312 and 313.

2. All other restrictions shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the undersigned have affixed their hands and seals this 2nd day of May, 2003.

Signed, sealed and delivered
in the presence of:

Pam Martin

Karen W. Lesser

THE I'ON COMPANY, L.L.C.

By: _____

Its: Manager

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON) PROBATE

PERSONALLY appeared before me the undersigned witness, and made oath that (s)he saw the within named The I'On Company, L.L.C., by Vincent G. Graham its Manager, sign the within instrument, and as its act and deed deliver the same, and that (s)he with the other witness appearing above, witnessed the execution thereof.

Pam Martin

SWORN to before me
this 2nd day of May, 2003.

Karen W. Lesser (SEAL)
Notary Public for South Carolina
My Commission Expires: 6.18.11

BK L 447PG642

IN WITNESS WHEREOF, the undersigned have affixed their hands and seals this 2nd day of May, 2003.

Signed, sealed and delivered
in the presence of:

Pam Martin

Karen W. Lesser

I'On Assembly, Inc.

By: _____

Its: President

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON) PROBATE

PERSONALLY appeared before me the undersigned witness, and made oath that (s)he saw the within named I'On Assembly, Inc., by Vincent G. Graham, its President, sign the within instrument, and as its act and deed deliver the same, and that (s)he with the other witness appearing above, witnessed the execution thereof.

Pam Martin

SWORN to before me
this 2nd day of May, 2003.

Karen W. Lesser (SEAL)
Notary Public for South Carolina
My Commission Expires: 6.18.11

BK L 447PG643

IN WITNESS WHEREOF, The Marlowe Chandler Company, Inc. has caused these presents to be executed in its name by Robert W. Marlowe, its President, thereunto duly authorized as of this 2nd day of May, 2003.

Signed, sealed and delivered in the presence of:

THE MARLOWE CHANDLER COMPANY, INC.

By: _____
Robert W. Marlowe
Its: President

STATE OF SOUTH CAROLINA)
) PROBATE
COUNTY OF CHARLESTON)

PERSONALLY appeared before me the undersigned witness, and made oath that (s)he saw the within named The Marlowe Chandler Company, Inc. by its aforesaid duly authorized officer sign the within instrument, and as its act and deed deliver the same, and that (s)he with the other witness appearing above, witnessed the execution thereof.

SWORN to before me
this 2nd day of May, 2003.

_____(SEAL)
Notary Public for South Carolina
My Commission Expires: _____

BK L 447PG644

SAUER, UNGER & McINTOSH, L.L.C.

FILED
L447-640
2003 MAY -5 PM 12:44
CHARLESTON LYBRAND
REGISTER
CHARLESTON COUNTY SC

1000
B

BK L 447PG640

STATE OF SOUTH CAROLINA	)	MODIFICATION OF DECLARATION
	)	OF COVENANTS, CONDITIONS AND
COUNTY OF CHARLESTON	)	RESTRICTIONS FOR I'ON

WHEREAS, The I'On Company, L.L.C. (hereinafter "I'ON") filed a Declaration of Covenants, Conditions and Restrictions for I'On dated February 5, 1998 in Book C-297, at Page 282 in the Charleston County RMC Office; and

WHEREAS, in Article V, §5-103 (d), entitled Easements for Encroachments and Maintenance, of said declaration, the Founder reserved a perpetual, nonexclusive easement over each Lot for the benefit of the adjacent Lots and Commons not exceeding five feet in width for access for maintenance and repair on the structures of the benefited Lot; and

WHEREAS, the houses being built on Lots 312 and 313 of Phase 4-B (as those lots are depicted on the plat thereof entitled "Final Plat of Lots 310-363, CM11, & CV-7 Phase 4-B, I'On, Town of Mt. Pleasant, Charleston County, South Carolina", dated October 19, 2000, prepared by Thomas & Hutton Engineering Co. and recorded on January 30, 2001 in the RMC Office for Charleston County in Plat Book EE, at page 570, are closer than five feet to common line between these two lots; and

WHEREAS, I'ON and the I'On Assembly, Inc. are desirous of amending the aforementioned Declaration of Covenants, Conditions and Restrictions for I'On such that the houses being built on the above described Lots 312 and 313 (herein Lots 312 and 313) will not be in violation of the easements as contained therein; and

WHEREAS, The Marlowe Chandler Company, Inc. is the current owner of the above described Lots 312 and 313 and has joined in the execution of this instrument to evidence its consent hereto;

NOW, THEREFORE, for Five and No/100 ($5.00) Dollars and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. As to Lots 312 and 313, the above-described Article V, §5-103 (d), entitled Easements for Encroachments and Maintenance, of the of the Declaration of Covenants, Conditions and Restrictions for I'On recorded in Book C-297, at Page 282 in the Charleston County RMC Office shall be amended to add the following language:

> As to Lots 312 and 313, as depicted on the plat thereof entitled "Final Plat of Lots 310-363, CM11, & CV-7 Phase 4-B, I'On, Town of Mt. Pleasant, Charleston County, South Carolina", dated October 19, 2000, prepared by Thomas & Hutton Engineering Co. and recorded on January 30, 2001 in the RMC Office for Charleston County in Plat Book EE, at page 570,

BK L 447PG641

the easements reserved for the benefit of the adjacent Lots to permit access for maintenance and repairs of the structures on the benefited Lot shall not exceed three and one-half (3.5') feet on each side of the common line between Lots 312 and 313.

2. All other restrictions shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the undersigned have affixed their hands and seals this 2nd day of May, 2003.

Signed, sealed and delivered
in the presence of:

Pam Martin

Karen W. Lesser

THE I'ON COMPANY, L.L.C.

By: _____

Its: Manager

STATE OF SOUTH CAROLINA)
) PROBATE
COUNTY OF CHARLESTON)

PERSONALLY appeared before me the undersigned witness, and made oath that (s)he saw the within named The I'On Company, L.L.C., by Vincent G. Graham its Manager, sign the within instrument, and as its act and deed deliver the same, and that (s)he with the other witness appearing above, witnessed the execution thereof.

Pam Martin

SWORN to before me
this 2nd day of May, 2003.

Karen W. Lesser (SEAL)
Notary Public for South Carolina
My Commission Expires: 6.18.11

BK L 447PG642

IN WITNESS WHEREOF, the undersigned have affixed their hands and seals this 2nd day of May, 2003.

Signed, sealed and delivered
in the presence of:

Pam Martin

Karen W. Lesser

I'On Assembly, Inc.

By: _____

Its: President

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON) PROBATE

PERSONALLY appeared before me the undersigned witness, and made oath that (s)he saw the within named I'On Assembly, Inc., by Vincent G. Graham, its President, sign the within instrument, and as its act and deed deliver the same, and that (s)he with the other witness appearing above, witnessed the execution thereof.

Pam Martin

SWORN to before me
this 2nd day of May, 2003.

Karen W. Lesser (SEAL)
Notary Public for South Carolina
My Commission Expires: 6.18.11

BK L 447PG643

IN WITNESS WHEREOF, The Marlowe Chandler Company, Inc. has caused these presents to be executed in its name by Robert W. Marlowe, its President, thereunto duly authorized as of this 2nd day of May, 2003.

Signed, sealed and delivered in the presence of:

THE MARLOWE CHANDLER COMPANY, INC.

By: _____
Robert W. Marlowe
Its: President

STATE OF SOUTH CAROLINA)
) PROBATE
COUNTY OF CHARLESTON)

PERSONALLY appeared before me the undersigned witness, and made oath that (s)he saw the within named The Marlowe Chandler Company, Inc. by its aforesaid duly authorized officer sign the within instrument, and as its act and deed deliver the same, and that (s)he with the other witness appearing above, witnessed the execution thereof.

SWORN to before me
this 2nd day of May, 2003.

_____(SEAL)
Notary Public for South Carolina
My Commission Expires: _____

BK L 447PG644

SAHR, UNGER & McINTOSH, L.L.C.

FILED
L447-640
2003 MAY -5 PM 12:44
CHARLIE LYBRAND
REGISTER
CHARLESTON COUNTY SC

1000
B

BK U508PG274

STATE OF SOUTH CAROLINA	)	MODIFICATION OF DECLARATION
	)	OF COVENANTS, CONDITIONS AND
COUNTY OF CHARLESTON	)	RESTRICTIONS FOR I'ON

WHEREAS, The I'On Company, L.L.C. (hereinafter "I'ON") filed a Declaration of Covenants, Conditions and Restrictions for I'On dated February 5, 1998 in Book C-297, at Page 282 in the Charleston County RMC Office; and

WHEREAS, in Article V, §5-103 (d), entitled Easements for Encroachments and Maintenance, of said declaration, the Founder reserved a perpetual, nonexclusive easement over each Lot for the benefit of the adjacent Lots and Commons not exceeding five feet in width for access for maintenance and repair on the structures of the benefited Lot; and

WHEREAS, the house being built on Lots 8-29 of Phase 8-B is closer than five feet to common line between Lot 8-29 and Lot 8-30, with a foundation survey of the house being constructed on Lot 8-29 showing the foundation being located only four (4') feet from said boundary line; and

WHEREAS, I'ON and the I'On Assembly, Inc are desirous of amending the aforementioned Declaration of Covenants, Conditions and Restrictions for I'On such that the house being built on the above described Lot 8-29 (herein Lot 8-29) will not be in violation of the easements as contained therein; and

WHEREAS, The Marlowe Chandler Company, Inc is the current owner of the above described Lots 8-29 and 8-30 and has joined in the execution of this instrument to evidence its consent hereto.

NOW, THEREFORE, for Five and No/100 ($5.00) Dollars and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. As to Lots 8-29 and 8-30, the above-described Article V, §5-103 (d), entitled Easements for Encroachments and Maintenance, of the of the Declaration of Covenants, Conditions and Restrictions for I'On recorded in Book C-297, at Page 282 in the Charleston County RMC Office shall be amended to add the following language.

> As to Lots 8-29 and 8-30, as depicted on the plat thereof entitled "Final Subdivision Plat of Phase 8B, I'On, owned by The I'On Company@, prepared by Thomas & Hutton Engineering Co. and recorded on October 30, 2003 in the RMC Office for Charleston County in Plat Book EG at page 694, the easements on Lot 8-29 reserved for the benefit of the adjacent Lot 8-30 to permit access for maintenance and repairs of the structures on Lot 8-30 shall not exceed three (3') feet on the Lot 8-29 side of the common line between Lots 8-29 and 8-30

1

2 All other restrictions shall remain unchanged and in full force and effect

IN WITNESS WHEREOF, the undersigned have affixed their hands and seals this 2nd day of September, 2004.

Signed, sealed and delivered
in the presence of

Erin Davis
(signature of first witness)

Meredith Rockwell
(signature of second witness)

THE I'ON COMPANY, L.L.C.
By Civitas, LLC, Its Manager

By _____
LeGrande Elebash
Its Co-Manager

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

PROBATE

PERSONALLY appeared before me the undersigned witness, and made oath that (s)he saw the within named The I'On Company, L.L.C., by Civitas, LLC, its Manager, by LeGrande Elebash, Its Co-Manager, sign the within instrument, and as its act and deed deliver the same, and that (s)he with the other witness appearing above, witnessed the execution thereof.

SWORN to before me
this 2nd day of September, 2004.

Erin Davis
(signature of first witness)

Meredith Rockwell (SEAL)
Notary Public for South Carolina
My Commission Expires: 10-5-11

IN WITNESS WHEREOF, the undersigned have affixed their hands and seals this 2nd day of September, 2004.

Signed, sealed and delivered
in the presence of:

Erin Davis
(signature of first witness)

Meredith Blackwell
(signature of second witness)

l'On Assembly, Inc.

By: _____
Legrande Elebash

Its Co-manager

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

PROBATE

PERSONALLY appeared before me the undersigned witness, and made oath that (s)he saw the within named l'On Assembly, Inc., by LeGrande Elebash, its Co-Manager, sign the within instrument, and as its act and deed deliver the same, and that (s)he with the other witness appearing above, witnessed the execution thereof.

SWORN to before me
this 2nd day of September, 2004.

Erin Davis
(signature of first witness)

Meredith Blackwell (SEAL)
Notary Public for South Carolina
My Commission Expires: 10-5-11

IN WITNESS WHEREOF, The Marlowe Chandler Company, Inc has caused these presents to be executed in its name by Robert W. Marlowe, its President, thereunto duly authorized as of this 3rd day of September, 2004.

Signed, sealed and delivered
in the presence of:

THE MARLOWE CHANDLER COMPANY, INC.

By: _____
Robert W. Marlowe
Its: President

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

PROBATE

PERSONALLY appeared before me the undersigned witness, and made oath that (s)he saw the within named The Marlowe Chandler Company, Inc by its aforesaid duly authorized officer sign the within instrument, and as its act and deed deliver the same, and that (s)he with the other witness appearing above, witnessed the execution thereof

SWORN to before me
this 3rd day of September, 2004.

_____ (SEAL)
Notary Public for South Carolina
My Commission Expires: 10-29-2006

BARR, UNGER & McINTOSH, L.L.C.

BK U508PG278

15

misc

10.00
A

FILED
U508-274
2004 SEP -8 AM 9:55
CHARLIE LYBRAND
REGISTER
CHARLESTON COUNTY SC

CERTIFICATE OF COUNSEL

The undersigned hereby certifies that the Record on Appeal contains all material proposed to be included by any of the parties and not any other material.

March 21, 2016

Brian C. Duffy
Seth W. Whitaker
Julie L. Moore
Duffy & Young, LLC
96 Broad Street
Charleston, SC 29401
(843) 720-2044
Attorneys for Appellants