

**HORRY COUNTY REGISTER OF DEEDS
TRANSMITTAL SHEET**

****Retain the transmittal sheet as it is the first page of your filed instrument. The book/page number will be required for future related filings of satisfactions, partial releases, amendments, and other instruments related to this filing.****

**TO BE FILED WITH EACH INSTRUMENT PRESENTED ELECTRONICALLY FOR RECORDING.
HORRY COUNTY REGISTER OF DEEDS, 1301 SECOND AVENUE POST OFFICE BOX 470 , CONWAY,
SOUTH CAROLINA 29526**

DOCUMENT TYPE OF INSTRUMENT BEING FILED: Restrictions

DATE OF INSTRUMENT: 12/04/2018

DOCUMENT SHALL BE RETURNED TO:

NAME: Moore, Johnson & Saraniti Law Firm, P.A.

ADDRESS:

PO Box 14737

Surfside Beach, SC 29587

TELEPHONE: (843) 650-9757

FAX: (843) 650-975

E-MAIL ADDRESS: saraniti@grandstrandlawyers.com

Related Document(s): book 1112 , page 786

PURCHASE PRICE / MORTGAGE AMOUNT: \$

BRIEF PROPERTY DESCRIPTION: RESTRICTIONS FOR PINEBROOK HOMEOWNERS ASSOCIATION INC

TAX MAP NUMBER (TMS #) 000-00-00-000 / PIN NUMBER:

GRANTOR / MORTGAGOR / OBLIGOR / MARKER (FROM WHO):

FULL BUSINESS NAME

- 1. **PINEBROOK HOA INC**

GRANTEE / MORTGAGEE / OBLIGEE (TO WHO):

FULL BUSINESS NAME

- 1. **PINEBROOK HOA INC**

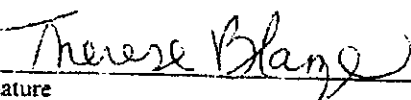
PINEBROOK HOA, INC.

P. O. Box 395
Little River, SC 29566
Phone: 843-399-6116
Fax: 843-399-0972

Legal Description: Pinebrook Homeowners' Association, Inc. located on Pinebrook Drive and
Highway 17 in Little River, SC 29566

Contact Information: P.O. Box 395
Little River, SC 29566
843-399-6116

The rules, regulations and policies of Pinebrook Homeowners' Association Inc. were approved
for filing on December 4, 2018.



Signature

Therese Blaze, President

PINEBROOK HOMEOWNERS ASSOCIATION, INC.

RULES AND REGULATIONS

1. **DEFINITIONS**

Owner shall mean and refer to the record Owner, whether one or more persons or entities, of the fee simple title to any Lot. "Owner" shall further mean and refer to any tenant or guest.

2. **USE OF COMMON ELEMENTS**

All common elements (described in the Declaration of Covenants, Restrictions and Easements of Pinebrook Subdivision) including but not limited to the streets, roads, alleys, medians, green areas, easement areas designated as common areas, access easements across other real property, parks, and landscaped areas shall be used only for the purpose or purposes intended. No inappropriate articles of personal property belonging to any Owner, tenant or guest shall be left in such areas temporarily or otherwise.

3. **ASSOCIATION DUES**

Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 8-3/4% per annum. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property or both.

4. **MAINTENANCE OF LOTS**

It shall be the responsibility of each Lot Owner to prevent the development of any unclean, unsightly, or unkept condition of buildings or grounds on such Lot which shall tend to substantially decrease the beauty of the neighborhood as a whole or the specific area. All Owners, tenants, or guest are responsible for maintaining structures and grounds of their Lot in a neat and attractive manner.

5. **PROHIBITION AGAINST BUSINESS ACTIVITY AND TIME-SHARING USE**

No business activity, including but not limited to, a rooming house, boarding house, gift shop, antique shop, professional office or beauty shop or the like or any trade of any kind whatsoever shall be carried on upon a Lot or Lots.

6. **TRASH**

No trash, garbage or other refuse should be dumped, accumulated, or stores on any Lot for any reason or period of time. All garbage must be placed in a covered, roll out type of trash container for pick-up on *Wednesday* only. All garbage containers should be placed out of sight from the road at all times. No burning of trash, leaves, or other debris is permitted on any Lot.

7. **PETS**

No animals or livestock of any description, except the usual household pets, shall be kept on any Lot. No pet shall be allowed on any common area unless under the direct control of an Owner. **Pet Owners are responsible for disposing of their pet's waste in common areas or on other Lots.**

8. **PARKING**

Adequate off-street parking shall be provided by the Lot owner herein for the parking of automobiles or other vehicles owned by said Owner and said Owner agrees not to park his/her automobile or other vehicles on the streets or Common Areas in the subdivision. No travel trailers or mobile homes, campers, or other habitable motor vehicles of any kind, whether self-propelled or not, school buses, or commercial vehicles, boat trailers or boats shall be kept, stored or parked overnight, either on Common Area, specifically including streets, or any Lot, either temporarily or permanently. No stripped, partially wrecked, junk or unlicensed motor vehicle is permitted on any Lot or Common Area.

9. **TEMPORARY STRUCTURES**

No trailer, motor home, tent, barn, camper, bus, tree house or other similar vehicle, out-building or structure shall be placed on any Lot at any time either temporarily or permanently.

10. **NUISANCES**

No noxious or offensive activity shall be carried on or structures placed on any Lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or a nuisance to the neighborhood.

11. No clotheslines or drying yards are permitted within view of the Common Areas.

12. No offensive activity shall be carried on that may cause embarrassment, annoyance or nuisance to the neighborhood. (i.e. vulgar language, posting of signs, etc.)

13. No trespassing on other Lots is permitted.

14. Owners, tenants and guests must obey all posted signs (i.e. pool regulations and speed limit) and help maintain Common Areas by not littering and cleaning up after themselves.

15. **COPIES OF RULES AND REGULATIONS**

The unit owner shall provide a copy of these rules and regulations to each tenant, or guest. If a Rental Agent is used, the Owner shall provide the agency with a copy of the rules and regulations with instructions that a copy be provided to all rental guests.

16. **MODIFICATION OF RULES**

The Directors of the Association shall reserve the right to modify or revoke existing Rules and Regulations and/or adopt additional Rules and Regulations from time to time as they may deem necessary for the safety of residents and guests, for the protection of the common areas, or to promote cleanliness and esthetics of the property, and to ensure the comfort of the occupants.

Dated: June 9, 2015

PINEBROOK HOMEOWNER'S ASSOCIATION, INC.

ENFORCEMENT OF RULES AND DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS

The violation of any of the Rules and/or the Covenants, Conditions, Restrictions and Easements will be addressed in one of the following manners depending upon the violation.

General Violations: An Owner will be contacted by phone, email or letter to notify them that they are in violation with a specified number of days to correct such violation. If the violation is not corrected within the allotted amount of time given, a letter will be issued with a \$25.00 fine. If the violation is not corrected within five (5) days, a third contact will be made and a fine of \$50.00 will be assessed to the Owner. The Owner will then have an additional five (5) days to comply. If the violation is not corrected by that time a fine of \$100.00 will be assessed every thirty (30) days thereafter until the violation has been corrected. It is the Owner's responsibility to notify the management office when the violation has been corrected.

EXAMPLE:

- 1ST Violation: Phone call or letter**
- 2nd Violation: Letter with a \$25.00 fine**
- 3rd Violation: Letter with a \$50.00 fine**
- 4th Violation: Letter with a \$100.00**

Structural Violations: Failure to maintain the structures and grounds on each lot at all times in a neat and attractive manner, the Association may, at its option, after giving the Owner ten (10) days written notice sent to his last known address or to the address of the subject premises, have the grass, weeds, shrubs and vegetation cut when and as often as the same is necessary in its judgment, and have dead trees, shrubs and plants removed from such Lot, and replaced, and may have any portion of the Lot re-sodded or landscaped, and all expenses of the Association under this sentence shall be a lien and charge against the Lot on which the work is done and the personal obligation of the then Owner of such Lot

Appearance Violations: Upon the Owner's failure to maintain the exterior of any structure in good repair and appearance, the Association may, at its option, after giving the Owner thirty (30) days written notice sent to his last known address, make repairs and improve the appearance in a reasonable and workmanlike manner. The cost of any work performed by the Association upon the Owner's failure to do so shall be immediately due and owing from the Owner of the Lot and shall constitute an assessment against the Lot on which the work was performed, collectible in a lump sum, and secured by a lien against the Lot as provided by the Covenants and By-Laws.

Parking Violations: No Owner shall park, or allow to be parked, automobiles or other vehicles on the grass or other non-driveway portions of any Lot. No Owner shall park his/her automobile or other vehicle on the streets or Common Areas in the Subdivision. No travel trailers, mobile homes, camper or other habitable motor vehicles of any kind, whether self-propelled or not, school buses, trucks, or commercial vehicles, or boat trailers or boats shall be kept, stored or parked overnight, either on any Common Area, specifically including streets, or any Lot, except within enclosed approved garages or sheltered from view from neighboring Lots or Common Areas.

Property & Association Management Company, Inc.

P. O. Box 395 - Little River, SC 29566
2126 Hwy 9 E, Suite G 4, Longs, SC 29568
Phone: (843)-399-6116 - Fax: (843) 399-0972
After hours: (843) 399-6116 listen for instructions.

Revised June 9, 2015

Re: SWIMMING POOL - PINEBROOK HOA

The pool is open for the summer and we are already having issues with people abusing the pool privileges. For your safety and the safety of others please take a moment to familiarize yourself with the pool rules. These rules are also posted at the pool for your convenience.

Parents, please note we have had problems with younger children using the pool alone. Only children over the age of 13 are allowed to use the pool without adult supervision.

The pool will be open between the hours of 9:00 a.m. to 9:00 p.m. from May 1st through Oct. 1st.

Pool Parties are NOT allowed. We ask that you limit the number of people you take to the pool to two (2) guest in order to accommodate everyone that would like to use the pool. Owner(s) must be present with guest. **TENANTS ARE NOT ALLOWED TO BRING GUEST TO THE POOL.**

At no time are pets allowed inside the fenced area of the pool or in the pool. This is a South Carolina Health Department rule. If a pet is found inside the pool this will result in the Health Department closing the pool, which is not fair to the other owners. Please leave your pets at home.

Again, please take a moment to review the pool rules and we hope you all have a wonderful summer.

Please remember the following rules must be maintained for safety:

1. No solo swimming.
2. Diving, pushing, shoving, horseplay or running anywhere in the pool area is prohibited. Because of the size of the pool and the number of people using the pool, **large floats are not allowed.**
3. No person under the influence of alcohol or drugs should use the pool.
4. No spitting or blowing noses in the pool.
5. No person with communicable diseases is allowed in the pool.
6. ***No person with open wounds, skin, eye, ear or nasal infections is allowed in the Pool.***
7. No animals or pets are allowed in the pool or the fenced in area of the pool.
8. **No glass containers of any kind are allowed in the pool area.**
9. No children under the age of 13 years old are allowed in the pool without a parent or guardian.
10. Shower before entering the pool.
11. The phone is for **EMERGENCIES ONLY**. When the phone is picked up it will automatically dial 911 and the police and fire dept. respond.
12. Proper swimming attire must be worn in the pool.
13. Children, not yet "toilet-trained" must wear DHEC approved swim diapers and be under continual watch by the adult responsible for their care. Feces in the pool can cause e-coli poisoning and broken diapers can damage the pool filters and cause the pool to be closed by DHEC.
14. Everyone using the pool does so at his/her own risk.
15. Profanity or the infringement on another member's right to enjoy the facility won't be tolerated. If you have a suggestion, complaint or issue, please call Property & Association Management. If an owner or guest is verbally abusive, obnoxious or harassing to someone else in the pool, they will be asked to leave the pool and cannot return for thirty days.
16. HOA and Property Management are not responsible for any items left at the pool.

Have a great summer and enjoy the pool!