


SUN COLONY ESTATES HOMEOWNER'S ASSOCIATION

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Legal Description: Sun Colony Estates Homeowners Association, Inc located on Villa Drive, which is located off Sun Colony Boulevard and Borgata Loop, Longs, South Carolina 29568.

Contact Information: PO Box 395
Little River, SC 29566
843-399-6116

The Architectural Restrictions for Sun Colony Estates Homeowners Association, Inc were approved for filing on January 25, 2024.


Signature

Ronald Kluge, President

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DISCLAIMER: FAILURE TO IDENTIFY A VIOLATION IN THE PLAN REVIEW AND PERMIT APPROVAL PROCESS DOES NOT RELIEVE THE APPLICANT FROM COMPLYING WITH ALL SUN COLONY ESTATES ARCHITECTURAL REVIEW BOARD'S RULES & REGULATIONS, NOR DOES IT IMPLY THAT HORRY COUNTY, SOUTH CAROLINA REQUIREMENTS HAVE BEEN MET. PLEASE CHECK WITH LOCAL AUTHORITIES.

SECTION I: Declarations

Article VI of the Covenants, Conditions and Restrictions for Sun Colony Estates (hereinafter "Association") provide mechanisms by which the Association may protect the Community Wide Standard and overall aesthetic appeal within Sun Colony Estates.

Except for original and initial construction of improvements by Declarant, as defined therein, the Article provides that the Board of Directors for Sun Colony Estates Homeowners' Association, Inc. (hereinafter "Board") and/or an Architectural Review Board (hereinafter "ARB"), if appointed, must approve all proposed exterior modifications within Sun Colony Estates before the proposed project(s) may commence.

These restrictions then, as adopted by the Board, govern all modifications within the Community. These restrictions, as they may be amended from time to time, are intended to further develop criteria within the recorded governing documents for Sun Colony Estates. In the event there is a discrepancy between the set restrictions and the recorded governing documents, the recorded documents shall prevail.

This document is not intended to anticipate every possible Architectural modification request, but is meant to be a comprehensive guide. Article VI of the Covenants & Restrictions provides no modification may be made without approval. If a prospective modification is not addressed herein, that does not mean it is approved without an application.

In the uniform policy for enforcement, certain modifications are given express approval herein, no application required. Adherence to the terms under which they are approved is mandatory. Any deviation from these terms must be approved before any work may begin and failure to adhere to the listed terms may result in fines and are required to correct the violation as prescribed.

Fines may be imposed at the discretion of the Board for noncompliance with ARB Restrictions for Sun Colony Estates.

*FINE SCHEDULE IN APPEDIX A

Modification Requestswill be considered according to the terms prescribed in Article VI of the Covenants, Conditions and Restrictions for Sun Colony Estates Homeowners' Association, Inc. The timeframe within which a decision must be rendered for each request is based on the date of receipt of complete, accurate modification requests. Incomplete or inaccurate requests will be returned to owners with a request to provide the necessary information to render a decision.

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Owners with delinquent account balances are encouraged to bring their balance into current status before submitting a modification request. Only when the account balance is current will the request be considered. Modification requests submitted by owners with a delinquent balance of 30 days or more are automatically deemed "denied" and any work performed in regard to such request is in violation of the community's policies.

A written notice of authorization from the Board is the only permissible authorization to begin work on a requested modification. Neither a member of the Board nor any other agent of the Association may grant verbal approval at any time. An indication that a proposed project will likely be approved does not constitute permission to begin work or authorization.

The ARB and/or Board will render a decision based on criteria within its authority only. As such, approval from the ARB and/or Board does not necessarily constitute all of the approvals, licenses or permits required to complete the project. It is each Owner's sole responsibility to discover which agencies have authority over the proposed modification and to obtain all of the necessary approvals from each before beginning work.

Although the Board may consult* with professionals regarding the evaluation of modification requests, it is under no obligation to do so and NO statement or opinion rendered by any such professional may be interpreted as an approval. The ARB and/or Board will make reasonable efforts to render a decision on all completed modification requests within a reasonable timeframe. In any case, a decision will be rendered within 30days of receipt of all necessary information. In no case shall a request be deemed approved until the Board has issued a written statement Indicating Such.

*If ARB requests with explanation, a fee would be charged.

On the reference line, indicate your address. As indicated, owners with delinquent account balances must bring their account back into current status before any modification request will be considered.

SECTION II: Definitions

The following words, when used in these Architectural Restrictions, shall have the meaning as specified:

1. Accessory Building - A subordinate building or structure on the same lot, above or below grade, conforming to the same setbacks, color schemes and roof requirements (where applicable) as the main structure, the use of which is incidental to the main residence, and which is used exclusively by the occupants of the main residence.
2. Approvals and Consents - Approval, consent, authorization or permission shall mean an approval, consent, authorization or permission in writing.
3. Architectural Review Board (or ARB) - The ARB appointed by the Board to review and approve or disapprove requests for architectural approval, as more fully provided in the Declaration.
4. Architectural Restrictions - These Architectural Restrictions may be amended from time to time by the ARB with the advice and approval of the Board.

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5. Association - Sun Colony Estates, Inc., a homeowners' association.
6. Board - The Board of Directors of Sun Colony Estates Homeowners Association.
7. Building Permit - The permit to build, construct, alter, repair or demolish a structure or structures. The building permit is issued by the Code Enforcement Department of Horry County.
8. Common Elements - Any real estate owned or leased by the Association other than a Residence.
9. Community - Sun Colony Estates, the real estate described in the Declaration, as supplemented and amended from time to time, with respect to which a person, by virtue of such person's ownership of a Lot, is obligated to pay for real estate taxes, insurance premiums, maintenance, or improvement of other real estate described in this Declaration.
10. Declaration - Sun Colony Estates Declaration of Covenants, Conditions and Restrictions (CCRs) and any other recorded instruments, however denominated, that create this Community, including any supplements and amendments to those instruments and also including, but not limited to, plats and maps.
11. Easements - The areas of any lot or building site reserved by any Declaration of Protective Restrictions, reservation or conveyance to be used for roads, streets, and for any public or quasi-public utility service or function beneath or above the surface of the ground. An interest in land owned by another that entitles its holder to a specific limited use or enjoyment. Put simply, an easement grants access to property that is not owned by the easement holder.
12. Existing Improvements - All existing exterior improvements, structures, and any appurtenances thereto or components thereof, of every type or kind, and all existing landscaping features, including, but not limited to, buildings, outbuildings, swimming pools, patios, patio covers, awnings, solar collectors, painting or other finish materials on any visible structure, additions, walkways, sprinkler systems, garages, driveways, fences, screening walls, retaining walls, stairs, decks, hedges, windbreaks, plantings, trees, shrubs, flowers, vegetables, sod, gravel, bark, exterior light fixtures, poles, signs, exterior tanks, and exterior air conditioning, cooling, heating and water softening equipment.
13. Hardscape - Artificial surfaces placed on a lot such as concrete, asphalt concrete brick or stone, driveways, walks, steps, sports courts, decks (wood or concrete), pool decks or any other coverage not classified as a structure.
14. Home - A residence that has been built on a Lot that is in the Community.
15. Owner - The Declarant, a builder, or other person who owns a Lot (Homeowner), but does not include a person having an interest in a Lot solely as security for an obligation. The Declarant is the owner of each Lot provided for in the Declaration until that Lot is conveyed to another person who may or may not be a Declarant, the Homeowner.

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16. Property line - Any recorded boundary of a Lot. Please review your Lot survey for actual property/lot lines.
17. Proposed Improvements - Any Improvement which has not yet been constructed, installed or erected, and includes demolition or removal of any building or other structure, and includes any change of the exterior appearance of a building or other Existing Improvement.
18. Setback - The distance by which a structure, parking area or other development feature must be separated from a Lot line, other structure or development feature, or street centerline (see Horry County Development Code). All setbacks within Sun Colony Estates are outlined and controlled by the Declaration.
19. Survey - Documents showing the boundary lines of a parcel, all applicable easements and existing structures, which is certified by a licensed surveyor.
20. Utility Lines or Utilities - All water, sewer, and under-drain pipelines which lie beneath the surface of the ground and all electric, telephone, gas and other wire lines, with poles and other necessary appurtenances which run above or below the surface of the ground.

SECTION III: The Architectural Restrictions Process

1. Design Restrictions (Approval is required)

Design Submission:

- Submit ARB form (available via Management or their website)
- Submit one (1) copy of drawings and/or letter of description of revisions or improvements to the ARB for re-view along with application.
- Include a site survey which shows property lines with dimensions, utilities and/or any other supporting materials.

Drawings should include site layout, floorplans, and elevations drawn to scale. Be as detailed as possible. No revisions or improvements shall be implemented without ARB and/or Board approval. Minor changes to the plan may be field approved by ARB representatives.

Every effort should be made to ensure the building size does not dominate the surroundings. Owners should familiarize themselves with the Covenants and the ARB Restrictions before beginning.

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2. Construction Restrictions

Deposit may be required for \$1,000.00 with ARB request.

Owner assumes full liability for failure of construction to comply with drawings. Contractors and Subcontractors are responsible for the actions of their Employees while at Sun Colony Estates. Contractors must be licensed in the State of South Carolina. Contractor must keep the building site reasonably clean and free of debris. Burning of debris is not permitted. Sun Colony Estates reserves the right to clean the site as needed due to noncompliance. The Owner will be charged for the cost of such work. Cost may be deducted from the deposit and/or added to their account.

Construction will be permitted between the hours of 7:00 a.m. and 7:00 p.m. No contract worker will be permitted to work on Sundays or holidays. Any damage to plantings, fixtures, fencing, landscaping, streets, curbs, etc. during or after construction shall be repaired or replaced by the Owner. Costs may be added to their account.

- I. Project Start Date: Projects must begin within 30 days of all permit filings.
- II. Project Completion Date: Project must be completed within 90 days of the Project Start Date.
- III. Extension of these dates must be submitted to the management company and approved in advance of the aforementioned dates by the Board of Directors.

3. Prohibited Items

These items are prohibited in Sun Colony Estates. Applications to construct or place any of these in Sun Colony Estates are automatically deemed to be denied without further requirement for communication of such.

This list may be expanded upon by the Board.

- Pools in front yards
- Clotheslines
- Common area modifications
- Dog houses/runs, visible from any road

4. Yard Art/Lawn Ornaments

Yard art or artistic expression objects not in backyards are limited to a total of 2* per residence. Items must not exceed 36" in any dimension and must blend in with landscaping. Colors are limited to colors that complement the home and are consistent with the character of the neighborhood.

*Any items greater than (2) must submit ARB application

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5. Play Equipment

Permanent basketball hoops are not permitted within Sun Colony Estates. Portable hoops may be used on property so long as they are stored inside garages at all times when not in active use. Active use shall mean the immediate period of time during which there is play. Portable hoops may NOT BE LOCATED IN STREET.

Playground equipment such as swing sets and trampolines will be allowed within backyards with 6' white vinyl privacy fencing only. Reference Fence guidelines.

6. Exterior Colors, Siding and Roofing

Approval is not required to repaint, re-roof or re-side your home in the same materials and colors as the originally constructed or previously approved. Color or material changes require approval. Any owner who endeavors to re-paint, re-side or re-roof their home must maintain a tidy work environment at all times. If it is expected that materials may need to be stored on site for more than 5 business days, then the Owner must notify the Board of such expectation.

7. Exterior Lighting (Approval is required)

Owners should keep in mind the impact to neighbors when considering exterior lighting. Powerful lights, overly intrusive security lights and such will likely be denied. Exterior lighting should be limited in purpose to providing light on walkway, and, whenever possible, they should be set to turn off when not in use.

8. Fences (Approval is required):

The following restrictions govern fences within Sun Colony Estates:

Homes that do not back up to ponds or back up to Sun Colony Blvd Are permitted to install 6' white vinyl privacy fences ONLY. In areas where the fence ties into the privacy fencing around the perimeter, the Owner is responsible for maintaining the fence at the back that it ties into. Gates must be installed on one or both sides of the home where fencing meets the rear corner of the house. Fencing may not extend forward of the rear corners of the home. Fencing must extend to the property lines or, where easements exist, to the easement border. Owners must locate and arrange to move any Irrigation lines, heads, utility services lines or other items impacted by the construction of fencing.

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Trash containers must be screened or hidden from view from the street. White vinyl not to exceed 4'. No chain link fences are permitted on any lot.

Each Lot is unique in its own constraints and opportunities governing fence replacement. Each request will be considered based on easement locations, neighboring fence location, lot size, overall aesthetic impact and other factors as may determined by ARB and/or Board.

9. Gutters (Approval is Required)

Owner assumes responsibility for maintenance of gutters. Gutters must be 4" - 6" inch standard white color. Downspouts must match. Owners are not permitted to Install guttering that will redirect outflow to neigh-boring properties.

10. House Numbers

Approval is not required for replacement to like-kind numbering. The ARB and/or Board Reserves the right to disapprove any style selection not keeping with the community standard.

11. Landscaping-Lawn Care

This section will be broken into parts with separate requirements for each. The Board encourages owners to enjoy their property and plants as they see fit within these minimum restrictions. Homeowners responsible for maintaining healthy yards and plantings.

A. Established Planting Beds

Owner assumes maintenance of planted materials. Invasive species, plants that do not typically thrive in the climate and soil conditions on the property, those that risk uncontrolled reproduction beyond your planting area and those that otherwise jeopardize the existing ecosystem are not permitted.

B. Trees and Large Shrubs (Approval is required)

Owner assumes maintenance of planted materials. Trees and shrubs should be of a variety and size suitable for their location and the existing environment. Owners should take care to consider the mature size of the trees and shrubs and what impact they may have on nearby homes. Other landscape features, nearby sidewalks, pipes and other utilities, property lines, easements, etc.

Owners may not plant trees and shrubs that are likely to cause increased maintenance responsibilities and/or increase the likelihood of damage to a neighboring property. Examples include leaf accumulation on roof top standing gutters, increased risk of damage from falling limbs and Increased risk of damage to driveways foundation slabs or other areas of a home from root growth.

C. Hardscapes (Approval is required)

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Owner assumes maintenance of the modification. The installation of hardscapes such as patios, walkways, planting beds, landscape walls, planter boxes and similar items must be carefully considered before a Modification Request is submitted. These often require light grading, the use of power equipment and/or professional installation. To ensure that no consequential damages to neighboring or Association property, owners may be required to contact various regulatory agencies with permitting authority and/or utility location services. Hardscapes should complement and improve upon the existing landscape. They should blend into the area to maintain harmony with neighboring landscapes.

D. Landscape Summary

It is impossible to list and describe a steadfast restriction for each and every property. Oftentimes, a suitable solution for one property may not be such for another. Because of this, the restrictions for installation of landscape and features are written to encourage Owners to concur with professionals in order to design harmonious modifications. choose complementary materials and ensure proper installation.

E. Replacements and Repairs

Replacement and repair of roofing or siding elements due to damage does not require approval unless materials and colors differ from the original exterior or previously approved modification. Before hiring a contractor for replacements or repairs, Owners are encouraged to review their warranty information.

12. Satellite Dishes (Approval is required)

The device location may not adversely affect the safety of others. Dishes may not be installed in front yards. Each owner is responsible for making sure their installer buries all cables associated with the installation.

13. Signs (Approval is required)

Owner is responsible for maintenance of signage placed on the property.

A. Political Signs

No rule shall regulate the content of political signs, but the quantity, size, length of time and manner of placement may be regulated by the Board. The Board suggests that signs be placed no earlier than 30 days before an election, runoff, primary or referendum. All political signs must be removed within 7 days of such an event as mentioned above.

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B. For Sale Signs

Signs are not permitted for vehicles or merchandise for sale by owners. One exception to this rule is that one, 18"x25" Garage Sale sign may be placed in front of a home hosting such an event.

The first Saturday of April and first Saturday in September, a Community Yard Sale will be held. Raindate will be the second Saturday of those months.

C. Announcements

One, small, security monitoring company sign may be placed without approval.

D. Real Estate Signs

Real Estate agents must contact the Community Management Company to obtain specifications for real estate 'for sale' or 'for lease' signs.

14. Fuel Storage Tanks

Propane storage tanks may be buried or placed above ground. If placed above ground, the tank must be fully screened from view from the street using a 4'- 6' white, vinyl fence. Kerosene, gasoline and other fuel storage tanks are prohibited.

15. Awnings (Approved Specifications Only)

The only approved specifications for awnings In Sun Colony Estates are as follows:

- A retractable awning may not exceed Patio Width
- Maximum of 10' extension from the affixed wall is allowed.

16. General

While these restrictions attempt to cover the most frequently requested modifications within Sun Colony Estates, it is anticipated that situations will arise in which a modification request is not already addressed herein. In such a case, an application must be submitted in which the ARB and/or Board Reserve the right to approve or deny the request based on criteria deemed relevant in their sole discretion. Owners are encouraged to contact the Management Company via email or phone with any questions well in advance of beginning any proposed exterior modification so that any questions may be answered in good time.

17. Forms

Forms can be acquired by calling the Management Company and are available for download on their website. Certain Modifications are given express approval herein, no application required. Modifications without ARB approval or consistent with the Covenants & Restrictions are subject to removal.

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These restrictions are approved and adopted by the Board on this ____ day of
_____, 2022

These restrictions, as adopted by the Board, are the sole restrictions for use replacing any
previous drafts or versions in their entirety.

The Board reserves the right to amend these restrictions from time-to-time.

By: _____
HOA President's Signature

Date: _____

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Appendix A: Violation Correction & Penalty Structure

The Board has determined that there is a need to adopt a Violation Correction and Penalty Structure to govern non-compliance with the covenants and restrictions as well as noncompliance with Rules and Regulations adopted by the Board.

This procedure applies to all Lot Owners of the Association that the Board has determined to be in violation of the Rules and Regulations. Its purpose is to bring all Lot Owners into compliance, using all avenues available to the Board.

The Board hereby implements the following Violation Correction and Penalty Structure:

- Rule violations may be reported to the Property Manager or Board directly by the Lot Owners.
- Rule violations are to be reported to the Board via the Property Manager.
- Rule violations may also be identified by the Board of Directors itself.
- The alleged violation shall be investigated and documented by the Property Manager as soon as possible by a site visit or other appropriate means as determined by the Board upon consultation with the Property Manager and may include direct, non-written, contact with the owner(s) of subject properties.

All documentation including, but not limited to, the nature of the alleged violation (and the controlling Rules and Regulations, County or State Code, etc.), the initial report, photographs, the name(s) of the reporting individual(s), all contacts (both verbal and written) with all persons involved, determination of validity, etc. shall be reduced to writing by the Property Manager and presented to the Board for review and final disposition.

If the Board determines that an actual violation exists, the owner(s) shall be so informed and made aware of corrective actions they are to take, including penalties for non-compliance. Included in the notice shall be the date and time of the next Board meeting, at which time the Lot Owner may present reasons why penalty(ies) should not be imposed. The reporting individual(s) shall be advised of the Board's decision no later than twenty-one (21) days after the Board's meeting. If the report of the violation is found to be without merit, the owner in question as well as the reporting party shall be so advised. All such notices shall be in writing.

The following Penalty Structure applies to the Rules and Regulations:

FIRST VIOLATION

If the report of violation is accurate, the Property Manager will, on behalf of the Board, send out a written first notice (i.e., warning letter) to the Property Owner in violation of the Rules and Regulations. If the violation is correctable, the Property Owner will be given Ten (10) days from the date of the letter to bring the violation into compliance. This initial notice will be sent by email and/or regular mail. If the violation is by a renter, notices will be sent to the Owner. The Property Owner will be notified in this letter that a fine of twenty-five (\$25.00) dollars will be imposed if the violation is not corrected within ten (10) days and that it will continue until the violation is corrected.

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Appendix A: Violation Correction & Penalty Structure

SECOND VIOLATION

If the violation is not corrected within that time frame, a second notice will be sent via email and/or regular mail giving five (5) days from the date of the letter for the violation to be corrected. The Lot Owner will be notified in this letter that a fine of twenty-five (\$25.00) dollars will be imposed for the violation and if it is not corrected within the five (5) days and that it will continue until the violation is corrected.

THIRD VIOLATION

If the violation is not corrected within that time frame, a third notice will be sent via email and/or regular mail giving five (5) days from the date of the letter for the violation to be corrected.

The Lot Owner will be notified in this letter that a fine of fifty (\$50.00) dollars will be imposed for the violation; and if it is not corrected within the five (5) days a fine of onehundred-dollar (\$100.00) will be imposed, plus ten (\$10.00) dollars per day will continue until the violation is corrected.

The Property Owner has the right to request a hearing before the Board to contest a fine. The request for a hearing must be in writing via regular mail or email, directed to the Property Manager and received with ten (10) days from the date of the first notice of violation. The Lot Owner will be given an opportunity for a hearing within 30 days and no penalty(ies) will be imposed until the outcome of that hearing is known.

On the date that fines commence the Manager will send the Lot Owner a written notification so stating. Once imposed, fines will continue to accrue until Lot Owners contact the Property Manager to notify them in writing, via regular mail or email, that the violation has been corrected. After verification, a written notification will be sent to the Lot Owner advising the effective date that fines have ceased.

In the case of habitual offenders, i.e., those who receive a violation letter, correct the violation, and then repeat the same violation; enforcement will begin with an automatic penalty. The Lot Owner will receive written notice of the penalty assessed.

FINES/PENALTIES

- (a) Fines shall be paid no later than thirty (30) days after notice of the imposition or assessment of the penalties. Payment of a fine does not limit a subsequent fine from being considered as a second (or subsequent) non-compliance for a recurring temporarily or recurring violation.
- (b) All monies received from fines shall be allocated as directed by the Board.
- (c) These fines shall not be construed to be exclusive and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; however, any penalty paid by the offending Owner shall be deducted from or offset against any damages, which the Association may otherwise be entitled to recover by law from such Lot Owner.
- (d) If payments of the imposed fines go unpaid, a lien may be attached to the property.

**HORRY COUNTY REGISTER OF DEEDS
TRANSMITTAL SHEET**

**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: .

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) 650-9757

E-MAIL ADDRESS: moore@Grandstandlawyers.com

Related Document(s): book **2081** , page **1006**

PURCHASE PRICE / MORTGAGE AMOUNT: \$,

**BRIEF PROPERTY DESCRIPTION: ARCHITECTURAL RESTRICTIONS FOR SUN COLONY ESTATES HOMEOWNER'S
ASSOCIATION**

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

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

FULL BUSINESS NAME

1. SUN COLONY ESTATES HOMEOWNER'S ASSOCIATION

GRANTEE / MORTGAGEE / OBLIGEE (TO WHO):

FULL BUSINESS NAME

1. SUN COLONY ESTATES HOMEOWNER'S ASSOCIATION