

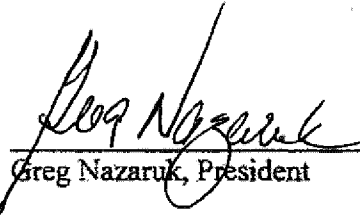
The Yacht Club at Lightkeepers Village HOA, Inc.

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

Legal Description: The Yacht Club at Lightkeepers Village Homeowners' Association, Inc.
located on Lightkeepers Way, Little River, South Carolina, which is located off Lightkeepers
Way and Highway 90 and Highway 17, in Little River, SC 20566.

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

The Rules and Regulations for the Yacht Club at Lightkeepers Village Homeowners'
Association Inc. was approved for filing on February 19, 2024.



Greg Nazaruk, President

Yacht Club at Lightkeepers Village
Homeowner's Association

Master Deed Rules & Restrictions,
and Board-adopted Definitions and Rules
Effective 2/19/2024

Please refer to the Association Master Deed for additional rules that apply to all unit owners, Lessees, and guests. A copy of the Master Deed including its Rules and Restrictions, and Board-adopted Definitions and Rules and Pet Rules and Restrictions, will be provided to each prospective member at the time of purchase contract signing. Each new member must, prior to closing, signify in writing, his/her understanding and agreement.

INDIVIDUAL UNITS

1. An owner may not lease a unit for a term less than three (3) months without the written consent of the Board of Directors.
2. No **"For Sale"** or **"For Rent"** or similar sign is permitted on any common property, or in any unit if it is visible from any common area or public or private street or area.
3. All draperies, drapery linings, blinds, and/or other window coverings on any exterior window must be white in color.
4. Owners shall not allow any structural modification or alteration, including but not limited to, enclosure of any balcony, porch, or patio, nor shall Owners make any changes to the appearance of any portion of the building not within the Interior of the unit, without the express written permission of the Board.
5. Installation and Maintenance of Storm Protection Equipment.
 - (a) Requests to install any storm protection equipment must be submitted in writing to the Board. Such requests for Board approval must include detailed information regarding design, color (only clear and/or white is currently approved), construction material, placement, operation and method of installation. The Board may approve, or deny the request. Requests approved by the Board are contingent upon the following.
 1. Owner is responsible for all expenses related to purchase and installation of storm protection equipment.
 2. Any storm protection equipment must remain with the unit, and cannot be removed from the unit without expressed, written permission from the Board.
 3. Owner shall be responsible for any damage caused by installation, use or removal of storm protection equipment.
 4. Owner, at his cost, is responsible to properly and timely maintain and/or repair the storm protection equipment. Should owner fail to properly or timely maintain and/or Repair the storm protection equipment, at the sole discretion and opinion of the Board, The owner authorizes the Board to remove the storm protection equipment, and return the exterior of the building to its original design. All costs related to removal and Building restoration shall be borne by the owner.
 5. Storm protection equipment may be used only storm protection. It may be deployed only when impending storm warrants deployment, and must be removed within 48 hours of the storm's passing. The Board may approve a reasonable extension of time if needed and requested by the owner.

6. Neither the developer, building contractor, the Yacht Club at Lightkeepers Village Homeowner's Association, Inc., nor its Board of Directors, shall be responsible for water intrusion, or damage caused to any part of the building by the installation of any storm protection equipment or any materials used in installation. The owner shall be totally responsible for any such damage.

(b) Owners who are granted Board approval for installation of storm protection equipment must sign an acknowledgement and agreement to the rules of paragraph 5. (a) (1 through 6) above.

6. **All Pets must be registered with the Association. These Master Deed rules and restrictions, as well as the Board-adopted definitions and rules, will be strictly enforced by the Board henceforth. A full set of pet rules is listed attached to the pet registration form.**

(a) Definition of one small domestic pet which may be kept or maintained in or on any part of the Unit or Common Elements:

(1) one domestic dog or cat under thirty five (35) pounds.

(b) Additional membership in either the Yacht Club at Lightkeepers Village Homeowner's Association or Lightkeepers Marina, will not be construed as grounds or justification to avoid complying with the one-pet per Unit restriction contained in Article XVIII, Section (1) CONDOMINIUM UNITS of the Master Deed.

(c) The Board will not approve any requests for guests or lessees to keep or maintain any pet in or on any part of the Unit or Common Elements.

(d) Snakes, other reptiles, rodents, or any exotic animal (as determined by the Board of Directors) are not domestic animals and shall not be kept or maintained in or on any part of the Unit or Common Elements.

(e) All dogs must be kept on a leash when they are outside the Unit.

(f) All dog droppings must be removed and disposed of immediately, or as soon as practicable. Practicable only applies to handler who returns his/her dog to the Unit and immediately returns to the common elements to properly dispose of the dog's droppings. A dog handler, while walking a leashed dog, must prevent it from walking, defecating and/or urinating on or in the flowerbeds and shrubbery.

(g) No one shall leash a dog to any part of a building, including the porch of a Unit.

(h) No pet shall become a nuisance to other members, whether inside a Unit or outside on a leash. **If a dog becomes aggressive you will be asked to remove it from the property and the pet will not be allowed back on the property.**

7. **New Grill Rules Effective 3/15/13:** No Owner, Tenant or Guest in multi-level buildings may use or store any personally owned gas, propane or charcoal grill on or in a unit to include decks, porches, patios, storage closets, limited common areas or any common area of the property.

Owners, Tenants, or Guests in cottages may use or store any personally owned gas, propane or charcoal grill provided that the grills and tanks (for gas/propane grills) are kept at the edge of the patio farthest away from the building. All grills and tanks must remain more than ten (10) feet from any structure at all times. No grill or tank may be stored in a unit, storage closet or on screened in porches. No grills may be placed on the common area at any time. Failure to keep grills and/or tanks at least ten (10) feet from the building or placing grills and/or tanks on the common area will result in an immediate fine of \$25.00 and suspension of the privilege of having a grill.

8. Common Elements:

- (a) Members must refer grounds maintenance concerns and complaints to the Board, not to the grounds maintenance staff.
- (b) The speed limit is 15 MPH on all roads and streets within the Village. All traffic control signs will be enforced.
- (c) No parking is permitted in any common area except in designated improved parking areas. Only licensed, operative and well-maintained conventional passenger cars, vans and pickup trucks are allowed to park in the passenger vehicle parking areas. All vehicles must be reasonably quiet at all times, must not emit large amounts of smoke or odors, not make use of loud horns, bells, whistles, radios, stereos, speakers and other devices.
- (d) No towels, laundry, debris or articles of any kind may be stored outside of any approved enclosed structure that is visible from any other unit or common area.
- (e) Owners and residents are prohibited from placing any personal items/decorations, yard art, shepherd hooks or plantings (living or artificial) in any common area of the Association. This includes any holiday items (Christmas, Easter, St. Patrick's Day, etc.) Free standing garden hose reels and neatly coiled garden hoses are permitted in unit common areas. Personal and floral items are permitted in the limited common area of each unit as defined as the cement front porch and rear patio of the cottages, and the rear cement pad of the three story buildings. In regards to buildings 50 and 2, decks are considered limited common areas.

9. Club House Rules:

- (a) To reserve the Club House, please call the Property Management office.
- (b) The Club House may only be reserved by YCHOA members on a "first come-first served" basis. The member reserving the Club House must be present the entire time the Club House is reserved, and is responsible for their guests and any damages.
- (c) The Club House will be open from dawn until 10:00 P. M. Club House hours may be extended to midnight when hosting an approved function.

- (d) The Club House may be reserved for functions that also include use of the pool. However, reservation of the pool shall not deny use of the pool by other members. The pool may not be reserved on any holiday.
- (e) A \$50.00 cash fee will be collected at the time the reservation is made. \$25.00 will be returned if the Club House is left clean and returned to the same condition as before the reservation. The remaining \$25.00 will be used to purchase any needed items for the pool and/or Club House.
- (f) Any function with anticipated attendance of over 15 requires the approval of the Board.
- (g) Given the membership's concern regarding the limited Club House vehicle parking area, and the possible commercialization of the Club House, the Board, at its discretion, may prohibit some functions. It is not the intent of the Board to broadly limit functions, but some imitations may be necessary to ensure that homeowners are not inconvenienced and the Club House is appropriately preserved.
- (h) No wet bathing suits or towels are allowed on the furniture or interior carpet of the Club House.
- (i) The YCHOA is not responsible for the loss or theft of, or damage to any personal property.
- (j) No alcoholic beverage shall be consumed by any person under the age of 21 years in the Club House, pool area, or on any other common grounds of YCHOA. The YCHOA assumes no responsibility for any alcohol consumption.

10. Swimming Pool:

- (a) The pool is for the exclusive use of YCHOA members and their guests. The number of guest(s) per member shall not exceed four adults and their children.
- (b) Member keys are not to be circulated among other eligible or ineligible members.
- (c) No children under the age of 12 years shall be in the pool or in the pool area without adult supervision.
- (d) Users of the pool must be courteous and alert to any unsafe conditions.
- (e) Please shower before entering the pool.
- (f) No glass containers or breakable objects permitted - cans and plastic or paper glasses/cups are permitted. Place all trash in the containers provided.
- (g) No cooking equipment allowed in the pool area. No food is allowed in the pool as it can clog the filter system.
- (h) Inappropriate or abusive language. Intoxication, boisterous behavior, or vandalism will not be tolerated. Radio and stereo volume must be maintained at levels that do not disturb other people at the Club House, pool or surrounding residences.
- (i) Proper swimming attire must be worn in the pool. Cut - off jeans or other filter clogging clothing are not allowed.

- (j) Children, not yet "toilet trained", must wear specialty swim diapers, and be under continual watch by the adult responsible for their care.
- (k) Life rings and other safety equipment are for emergency use only. Please be courteous and use rescue floatation devices only in the event of a water emergency.
- (l) Diving, pushing, shoving, horseplay or running anywhere in the pool area is prohibited.
- (m) No pets are permitted in the pool area.
- (n) The gates will be closed after each entry and exit.
- (o) No wet swimming suits or towels are allowed on the furniture or carpet in the Club House.
- (p) Everyone using the pool does so at his/her own risk. YCHOA is not responsible for the loss, theft of, or damage to anyone's personal property.
- (q) The pool will be open for use from dawn until 10 p.m. throughout the year, subject to weather. No owner, resident, or guest shall be restricted from the pool during applicable hours of operation. Pool hours may be extended to midnight when hosting an approved function at the Club House.
- (r) Any exceptions to the above pool area rules must be approved by the Board.

11. Tennis court/pickle ball/shuffle Board Court

- (a) The enclosed area is for the strict use of tennis, pickle ball or shuffleboard.
- (b) Users must provide their own equipment
- (c) At no time are skates, skateboards, bikes or any other activity not related to playing tennis, pickle ball or shuffle board allowed.
- (d) Pets are not permitted inside the gated area of the tennis court (no exceptions).

12. Enforcement of Rules and Restrictions:

- (b) Violation of any Rule or Restriction of the YCHOA (except Pet Rules and Restrictions, which are defined in the Pet Registration form and Pet Rules) will be subject to the following enforcement procedure.
 - (1) 1st OCCURANCE: Verbal notification to the owner and resident. Where immediate compliance is not possible a reasonable period of time may be allowed for corrective action.
 - (2) 2nd OCCURANCE: Written notification to owner and resident. Where immediate compliance is not possible, up to one (1) week may be allowed for corrective action. Any additional time for corrective action must be by written consent of the Board prior to the expiration of the allowable corrective time period.
 - (3) 3rd OCCURANCE: Written notification to owner and resident. Fine of \$25.00 assessed against owner. Voting rights suspended.

- (4) **ADDITIONAL VIOLATIONS:** Written notification to owner and resident. Fines in an amount and frequency to be determined by the Board commensurate with the violation and response to previous notifications, may suspend voting rights and facility privileges..
- (c) All fines are due and payable immediately upon receipt. These amounts constitute an assessment against the owner and failure to pay them will be subject to the same legal action as would be allowed for any other assessment including late charges, filing of liens and pursuit of judgments. Fines will be assessed confidentially by the Board.
- (d) All owners are responsible for the conduct of the residents, guests, and tenants of their unit. It is therefore, the owner's responsibility to ensure that the residents, guests, and tenants of their units adhere to the Master Deed, By-Laws and Rules and Regulations of the Association.

**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 **1621** , page **203**

PURCHASE PRICE / MORTGAGE AMOUNT: \$,

**BRIEF PROPERTY DESCRIPTION: RULES AND REGULATIONS FOR THE YACHT CLUB AT LIGHTKEEPERS
VILLAGE HOMEOWNERS' ASSOCIATION, INC.**

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

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

FULL BUSINESS NAME

1. **THE YACHT CLUB AT LIGHTKEEPERS VILLAGE HOA, INC.**

GRANTEE / MORTGAGEE / OBLIGEE (TO WHO):

FULL BUSINESS NAME

1. **THE YACHT CLUB AT LIGHTKEEPERS VILLAGE HOA, INC.**