

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.

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The Rules and Regulations for Sun Colony Estates Homeowners Association, Inc were approved for filing on January 25, 2024.

  
Signature

Ronald Kluge, President

## SUN COLONY ESTATES HOMEOWNERS' ASSOCIATION, INC. Rules and Regulations

### 1.0 Introduction/Overview

The Sun Colony Estates Homeowner's Association, Inc. (the Association) Rules and Regulations have been adopted with the intent of providing the residents of the Association with a practical plan for day-to-day living in Sun Colony Estates. A successful Association is a community of owners who exhibit a pride of homeownership and share a common vision as to what constitutes a desirable neighborhood. The Board of Directors (Board) of the Association shall have the power to formulate, amend, publish and enforce rules and regulations as amended or supplemented from time-to-time, and may provide for imposition of fines and other penalties for the violation of any such rules and regulations or for the violation of covenants, conditions, and restrictions contained in the Declaration. These Rules and Regulations which have been developed have been put in to place in order to provide a safe, secure neighborhood, and to protect our property values, the most vital asset of the neighborhood.

This document is a supplement to the rules and regulations provided for in the "Sun Colony Estates Homeowners Master Declaration of Covenants, Conditions, and Restrictions". These Rules and Regulations are binding on all Lot Owners, their families, Renters and Guests. Privilege extended to owners who rent their property, in accordance with the Declarations. It should be understood that these Rules and Regulations are binding to all tenants as well as owners. Any necessary action that needs to be taken will be considered a violation by both owner and the tenant of the property in question. These Rules and Regulations shall be effective upon adoption by Association's Board.

### 2.0 Definitions

For the purpose of brevity and clarity, certain words and terms used in this document are defined as follows:

2.1 Alteration: A change, modification to a homeowner's property or common element.

2.2 Association: The Sun Colony Estates Homeowner's Association, Inc. (the Association), a South Carolina Not-for-Profit corporation and a property owner's association organized pursuant to the declarations.

2.3 Assessment: The amount which the Sun Colony Estates Homeowner's Board of Directors may assess or levy against a Homeowner, either individually or collectively, including regular yearly assessments which are levied pursuant to the Declarations, By-Laws or the Rules and Regulations.

2.4 Architectural Review Board (ARB): The primary function of the Architectural Review Board is to review proposed modifications to homeowners' properties and report their recommendation to the Board of Directors. The ARB will monitor properties for modifications or additions to the property that were not approved and for general maintenance issues of homeowners' properties and all common areas.

2.5 By-Laws: The By-Laws of the Association, as amended from time to time thereafter.

2.6 Board of Directors (Board): The Board of Directors of Sun Colony Estates Homeowner's Association, Inc.

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2.7 Common Areas: All portions of the property except the homes and privately owned land as designed on the plat of Sun Colony Estates subdivision.

2.8 Declarations: The Declarations of Sun Colony Estates Homeowner's Association and the instrument by which the property is submitted to the provisions of this document, as hereinafter provided, and such Declarations from time to time amended. Also known as CC&R - Declaration of Covenants, Conditions, and Restrictions that have been recorded with Horry County.

2.9 Fence: A protective or confining barrier or enclosure.

2.10 Property Management Company: The person, company, entity, if any, which has been employed by the Association to manage the day-to-day administration of the property in a manner directed by the Sun Colony Estates Association Board of Directors.

2.11 Property: All the land, real property, space comprising the parcel, all improvements and structures erected, and all easements, rights and appurtenances belonging therein, and all fixtures and equipment intended for mutual use, benefit or enjoyment of the owners.

2.12 Pets: Animals such as dogs, cats, or other animals reasonably considered to be household pets and as defined by Horry County.

2.13 Resident: An individual who resides in a Home and who is either the Homeowner, a Tenant of the Homeowner, a contract purchaser of the home, or a relative of such Homeowner.

2.14 Rules and Regulations: The Rules and Regulations of the Sun Colony Estates Homeowner's Association, as adopted pursuant to the powers available to the Association and the Association's Board of Directors.

2.15 Storm Water Management Pond: That portion of the property which is delineated and described on the plat subdivision for the Sun Colony Homeowner Association. A storm water retention pond is constructed to control and store excess runoff to assist in the control of flooding in suburban/urban communities. The retention pond is not designed/designated as part of the common use area for boating, fishing, swimming, etc., and should not be used as such.

2.16 Social Committee: The role of the Social Committee is the coordination, planning and organizing community social activities and events such as an annual cookout/potluck, semi-annual garage sales, or other events suggested by homeowners that help to foster relationships among homeowners within the community.

**3.0 Owner/Occupant**

3.1 Residential Use. Except as may be otherwise expressly provided in the Declaration, each Lot shall be used for residential purposes only. Lease or rental of a home for residential purposes shall not be considered a violation of this Covenant, so long as the lease is in compliance with the provisions of the Declaration, the By-laws and reasonable Rules and Regulations adopted by the Board of Directors.

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3.2 Prohibition of Renting for Transient Hotel Purposes. No Owner shall rent his Lot for transient or hotel purposes, which shall be defined as either a rental for any period less than twelve (12) months or any rental if the lessee of the Lot is provided customary hotel services. Each permitted lease shall be in writing and shall be subject to the Declaration, the Bylaws and the Rules and Regulations adopted hereunder and any failure of the lessee to comply with the terms of such documents shall be a default under the lease. Other than the foregoing restrictions, each Owner shall have the full right to lease all or any portion of his Lot, subject to applicable County, State and Federal regulations.

3.3 Bracket-Mounted Flagpoles. United States flags, South Carolina State flags, US Military branch flags, and/or professional or college sports team flags may be displayed on poles preferably supported by brackets attached to the dwelling. Such flags are limited to three (3) feet by five (5) feet. The display of the United States flag should be done in a respectful manner.

3.4 Clotheslines, Railings and the Like. No clotheslines or other outside drying area shall be located on any Lot. No railings, outside furniture or other structure shall be used for the drying of any clothing or other fabric.

3.5 Fences and Walls. No chain link fences shall be permitted on any Lot or any part thereof. No fence or wall of any kind may be located on any Lot without the prior written permission of the ARB.

3.6 Freestanding Flagpoles. All freestanding flagpoles and the location thereof on a Lot must be approved in advance by the ARB. Flagpoles shall be used for flying the United States flag, South Carolina State flag, US Military branch flag, and/or professional or college sports team flag. Flags must be flown in the following order (top to bottom): United States flag, South Carolina State flag, US Military branch flag, then professional or college sports team flag. No more than 2 flags may be flown simultaneous on a single flagpole. Flags shall be no larger than four (4) feet by six (6) feet. Freestanding flagpoles shall be limited to a height not more than five (5) feet less than the height of the house on the Lot, and shall be designed such that halyards do not cause a noise annoyance to adjoining or nearby Lot Owners. The flying of the United States flag must be done in a respectful manner.

3.7 Garbage/Waste Disposal. All garbage and other trash, including, but not limited to, yard waste, branches and the like, shall be kept within containers provided by an Association contracted garbage collection entity. All such containers shall be stored either inside the residence, garage or otherwise hidden from view from the street, adjacent properties until the evening prior to the collection day. The emptied garbage containers shall be returned to the residence, garage, or storage area upon the day of the collection. The storage area must be visually screened in order to conceal it from view from any road(s) and all adjacent properties. No Owner may change or supplement the garbage disposal facilities provided by Sun Colony Estates

3.8 House Numbering. Each Home shall be numbered in accordance with the code requirements of Horry County, as supplied and installed by the builder.

3.9 Hurricane Shutters. Hurricane shutters must be approved by the Architectural Review Board. All shutters must be clear, white or match the color of the house. Temporary window storm protection devices must be removed within two weeks after passing of storm.

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3.10 **Parking.** Each resident shall provide paved space for off-street parking. No parking shall be allowed on any unpaved space whether such unpaved space is part of a Common Area or a Lot. No overnight parking on streets or other Common Areas shall be allowed. Exception: Temporary parking of campers, recreational vehicles, trailers and boats may be parked on paved areas of Lots for periods of up to twenty-four (24) hours for the limited purposes of loading, unloading and cleaning.

3.11 **Unit Air Conditioners and Reflective Materials.** No window type of air conditioning units may be mounted through windows or walls. Window reflective materials must be submitted and approved by the ARB.

3.12 **Vehicle Storage and Repair.** No inoperative vehicle or vehicle in a state of noticeable disrepair shall be kept or stored upon any Lot, except within a garage. No repair or maintenance work shall be done on any motor vehicle, boat or trailer upon any Lot, except for minor repair work performed wholly within a garage. No repair or maintenance shall be done on any motor vehicle, boat or trailer upon any Common Area, nor may any motor vehicle, boat or trailer be stored upon any Common Area.

3.13 **Window Treatments.** No building shall have any aluminum foil placed in any window or glass door or any reflective substance or other materials (except standard window treatments), placed on any glass, except for those that are approved by the ARB for energy conservation purposes. All windows of a dwelling that are visible from a street or an adjacent dwelling shall be either uncovered or covered wholly or in part by conventional window covering materials, including curtains, draperies, shutters, blinds and/or window shades. No such windows shall be covered with any materials that are not regularly so used, including, by way of example only, newspaper, towels, sheets, cardboard and the like.

3.14 **Water and Sewer Systems.** Each Lot must be connected to a public water and sewer system in lieu of any individual systems. Water may not be diverted or taken from lagoons, streams and/or ponds on the Properties for yard maintenance or for any other purpose. Portable water systems may be used for all Lots for irrigation purposes only.

**4.0 Behavior/Decorum**

4.1 **Behavior/Decorum.** All homeowners, residents, guests and visitors will honor and adhere to the appropriate behavior/decorum expected in each activity. This includes the obligation to be respectful of others who are seeking enjoyment at the same time.

4.2 **Quiet Enjoyment.** No obnoxious or offensive activity shall be carried on upon the properties, either inside a structure or on the Lot or in the yard, nor shall anything be done which may be or may become a nuisance or annoyance to other Lot owners or their invitees. This section also prohibits any owner, visitor, or occupant from playing music, engaging in home occupation activities, or allowing dogs, birds, or other animals to be heard beyond the property line of the Owner's Property. Failure to observe this regulation shall result in fines, as set by the Board.

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4.3 Nuisances. No activity deemed noxious or offensive by the Board shall be carried on upon any Lot or within any Common Area, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood as determined by said Board. Examples of such offensive activities shall include, but not be limited to, the origination or emission of any loud or disturbing noise or vibrations, failure of home occupants to insure that garage doors are closed at all times except when automotive traffic is moving in or out; the maintenance of an auto repair site; the maintenance of unsightly outdoor storage of personal property (including toys, motorcycles or other motor vehicles, tricycles, bicycles, wood piles, appliances, interior furniture, or other miscellaneous items) on porches, patios, terraces, or yards; and similarly unsightly activity (such as outdoor clothes drying lines) not in keeping with the aesthetic character and high level of appearance of the community.

**5.0 Common Areas & Easements**

5.1 Use of Common Area. The Common Area shall not be used in any manner except as shall be approved or specifically permitted by the Association, including, but not limited to, the placement of sports equipment and the operation of vehicles by unlicensed individuals. No owner may alter in any way, any portion of the Common Areas, including, but not limited to, landscaping, without prior written consent of the Board.

5.2 Access to Lots. In addition to easements elsewhere in the Declaration, the Association, its agents or employees shall have access to all Lots from time to time during reasonable working hours, upon oral or written notice to the Owner, as may be necessary for the inspection, maintenance, repair or replacement of any portion of the Common Area or facilities situated upon such Lot, which serve another Owner's Lot or the Common Areas. The Association or its agent shall also have access to each Lot at all times without notice as may be necessary to make emergency repairs to prevent damage to the Common Area or another Lot.

Easements for installation and maintenance of utilities are reserved as shown on the recorded plats covering the Properties and as provided herein. Within the easements, no structure, plantings or other material(s) may be placed or permitted to remain that will interfere with or prevent the maintenance of utilities. The area of each Lot covered by an easement and all improvements in the area shall be maintained continuously by the Owner of the Lot.

5.3 No driving, parking (temporary or extended) of any motorized vehicle (autos/trucks, all-terrain, motorcycles/motorbikes, golf carts, and like) shall be allowed by any homeowner, their guest or renters on any unpaved space of the Common Area.

5.4 No swimming, wading, fishing, boating, ice skating, etc. on the Community Stormwater Retention Pond by homeowners, owners' guest or tenants will be permitted. There shall be no throwing of stones or other items into the pond. Any person doing so will be responsible for his/hers and their guest or renters' own risk, and will be responsible for the consequences.

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**6.0 Landscaping**

6.1 Landscaping, Security and Exterior Lighting. All landscaping and exterior lighting, including security lighting, must be approved by the ARB and shall not be installed or utilized so as to cause undue annoyance to any adjoining or nearby Lot Owners. Mercury vapor or other similar intensity lights may not be used for landscaping, security or exterior lighting. No mercury vapor or similar intensity light that are situated upon poles similar to street lights shall be permitted on any Lot without the prior written consent of the ARB, which may decline such permission in its sole discretion and may, but shall not be obligated to, consider the feelings of adjoining Lot Owners.

6.2 Visibility at Intersections. No obstruction to visibility at street intersections or Common Area intersections shall be permitted. Obstructing trees or bushes are subject to inspection, review and action by the ARB.

**7.0 Lot Use**

7.1 Antennas/Satellite Dishes. As provided in Article VI, except for such as are covered by, and installed in strict compliance with, the requirements of the Telecommunications Act of 1996, as amended from time to time, no outside radio transmission tower or receiving antenna, or outdoor television antenna may be erected or installed by an Owner. Only one satellite/receiver will be permitted prior written approval of the ARB. All exterior antennas and satellite dishes must not be visible from the street-side in front of homeowners' residence.

7.2 Gardens. No fruit or vegetable gardens shall be permitted to be planted in the front or side yard areas of any Lot.

7.3 Temporary Structures. No structure of a temporary nature shall be erected or allowed to remain on any Lot unless and until permission of the same has been granted by the ARB or its designated agent or representative.

7.4 Hazardous Materials. No potentially hazardous or toxic materials or substances shall be used or stored on any Lot other than normal household, lawn and garden products which shall be used by Owner in a manner that will not permit spills or runoff of such materials anywhere within the Properties. No activity shall be allowed which violates local, state, or federal laws or regulations and the Board shall have the right, but not the obligation, to take enforcement action in the event of a violation.

7.5 Seasonal Displays. Tasteful seasonal displays may be erected temporarily and maintained on a Lot; however, such displays shall be confined to a reasonable time period associated with the theme of the period or the event for the display. Displays must be removed within 15 days after the holiday and sports events.

7.6 Swimming Pools and Hot Tubs. In-ground swimming pools, hot tubs, and spas are permitted with the approval of the ARB and must be located within the building envelope on a Lot. Aboveground swimming pools are not permitted. Swimming pools, hot tubs and spas shall not discharge water onto any Common Areas, including roads in the Properties. Swimming pools, hot tubs and spas shall be screened so as to not be plainly visible to an adjoining Lot or the street.

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7.7 **Playground, Sports and Exercise Equipment.** The size, placement, and appearance of playground, sports and exercise equipment, including but not limited to play sets, basketball goals, trampolines, soccer nets and the like, are subject to prior approval by the ARB and may include requirements for adequate screening. Portable basketball goals are permitted as long as they are properly maintained at all times with no visible rust, torn nets, or broken/missing backboards. Portable basketball goals are to be used on paved areas of lots only and not on community streets. Portable basketball goals must be stowed/stored in backyards or in the residence's garage after use. Fixed garage or wall mounted types are not permitted.

**8.0. Motorized Equipment & Vehicles**

8.1 **Vehicles, Boats, and Trailers.** No campers, vehicles used for business, trucks (except personal, non-commercial pickup trucks), recreational vehicles, all-terrain vehicles, trailers, boats, racing cars, motorbikes, motorcycles or tractors may be parked or kept within the Properties overnight, unless parked within an enclosed garage or within area(s) designated for such use by the Association and subject to the rules of the Association; provided, however, that this section shall not be implied to obligate the Association to provide such areas. Vehicles used for business with exposed advertisement must be concealed from view within the Community while parked. Emergency vehicles from local, state, federal agencies, and vehicles from private/public utility companies, and are designed and identified for emergency response are exempt from this requirement.

No work trailers shall be allowed to be maintained in the community overnight. No vehicle:

- (i) Over (18') feet when measured from bumper to bumper;
- (ii) With a chassis capacity of 1-ton or larger such as flatbed trucks, tractor trailer rigs, etc.;  
or
- (iii) Vehicles in which tools or materials related to a business which are visible from the outside of the vehicles including, but not limited to, ladders, pool supplies, plumbing equipment, construction or landscaping materials.

Any personal vehicle containing a Business Advertisement must adhere to the following: Advertisement is allowed on either Front or Rear Door Panel(s) [not both]; size of the Advertisement will be determined by the size of the door panel(s). For Window Pane Advertisement; only one Advertisement per side (left, right, back/rear). It is strongly recommended for owners of vehicles considering a back/rear Window Pane Advertisement, should consult with the South Carolina DMV to ensure that the Advertisement does not interfere with the clear sight vision from the vehicle's rear-view mirror.



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8.2 **Two-Wheel and Special-Purpose Vehicles.** Two-wheel vehicles (excluding motorcycles), but specifically including fuel-burning scooters, mopeds, dirt bikes, three- and four-wheel special-purpose vehicles (such as dune buggies, go-carts, all-terrain vehicles, and the like) are not permitted to be operated within the Properties. Children's unpowered and electrically powered scooters may be used on the Properties.

8.3 **Golf Carts.** Golf carts may be maintained and driven on all roads and streets in the Properties, provided that the operation of the golf carts is done in accordance with the laws of the State of South Carolina, including but not limited to the possession of a valid license. In addition, golf carts must be registered with the Association and, when not in use, stored in a garage.

**9.0 Pets**

9.1 **Pets.** Owners may keep as pets on the Properties companion pets such as birds, domesticated cats, fish, dogs and other small mammals. No Owner(s) may keep exotic cats, primates, horses or other farm livestock or zoo-type animals on the Properties. Pets must be on a leash or carried when on Common Areas. A pet not on a leash shall be deemed a nuisance. It shall be the pet Owners obligation to dispose properly of waste material from pets. The failure to dispose properly of the waste material from a pet shall be deemed a nuisance.

9.2 **Pet Noise.** Pets kept on any Lot shall not be permitted to make noise to an extent that it becomes disturbing to others in the neighborhood. Any pet that creates sufficient noise to disturb others in the neighborhood shall be deemed a nuisance.

9.3 **The Association's Remedy for Nuisance Pets.** The Board of the Association shall have the right to order the removal of any pet that, in the Board's sole discretion, is considered a nuisance, and the same shall be done without compensation to the Owner of the pet being removed. In such event, the Board shall give written notice thereof to the pet owner, and the pet shall immediately thereafter be removed permanently from the Properties.

**10.0 Signs**

10.1 **Signs.** No signs or other advertising devices shall be displayed upon any Lot that are visible from the exterior of the dwelling thereon, including signs placed on the exterior or visible through any window of any vehicle, or on the Common Areas, or in the facilities thereon, without prior written permission of the Association. One ARB-approved temporary sign designating the primary contractor may be placed at the street side of a Lot being improved until such time as construction is completed.

10.2 **Security Signs.** A small freestanding sign identifying the security service employed by a Lot Owner may be placed on the street side of a Lot and within ten (10) feet of the house on the Lot.

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10.3 Real Estate Signs. In connection with efforts to sell any Lot, only certain limited signs may be used. One small sign, as approved by the Association, may be placed on a street side of the Lot setting forth only the telephone number of the Realtor or Owner. A small box, colored to match the sign and approved by the Association, may be affixed to the supporting post for the sign and below the sign. The box shall be used only to hold brochure materials relating to the Lot and shall be no larger than necessary to hold 8 1/2 X 11-inch sheets of paper. In addition, in connection with an "Open House" showing of a Lot that is for sale, one sign, as approved by the Association, may also be placed at the street side of such Lot indicating that the dwelling on the Lot is open for inspection by the public on the day of the "Open House" only. No other real estate signs are permitted anywhere in the Properties, including but not limited to signs providing directions to an "Open House."

10.4 Estate, Yard and Garage Sales. No individual/personal garage and yard sales, where goods for sale are displayed in a yard, driveway, and/or garage are not permitted. Estate sales, where goods for sale are displayed only within a dwelling, may be held with prior notice to the Association. However, no sign relating to an estate sale may be posted within the Properties. A Community yard sale will be permitted by the Board, and will be held once in the spring and once in the fall at a date determine by the board of directors. A rain date provision will also be approved.

**11.0 Miscellaneous**

11.1 Contractor Restrictions. Construction, landscape, and landscape maintenance contractors shall be subject to such rules and regulations as may be adopted from time to time by the Board, which rules and regulations shall be made available to all contractors working on the Properties.

11.2 Firearms. Laws and Ordinances by the State of South Carolina and the County of Horry, South Carolina have the same effect and force as other Rules and Regulations contained in this document. The following Laws and Ordinances have been adopted and incorporated in this document are: (1) South Carolina Code of Laws; Title 16 – Crimes and Offenses; Chapter 23 – Offenses Involving Weapons; Section 16-23; Articles one (1) through seven (7); and Code of Ordinances; County of Horry; Chapter 13 – Offenses and Miscellaneous Provisions; Section 13.11 – Reckless Discharge of Firearm or Other Mechanical Device.

11.3 Fires. Only propane-fueled outdoor fireplaces, fire pits, chimneys and the like may be used on the Properties without screening. Other fuel fires in such devices must be used with the employment of manufacturer-supplied screens or other devices for the prevention of flying sparks. No open fires are permitted to discard/rid of household waste, yard waste, rubbish, and construction material waste on the Properties.

11.4 Fireworks. The display and use of Fireworks are strictly prohibited within the community of Sun Colony Estates that includes individual lot owners, common areas, and the street serving the community. These devices/products include firecrackers of any kind, fireworks that explode (examples include artillery shells, cherry bombs, roman candles, floral shells, etc); fireworks that travel laterally, rise into the air, or fire projectiles into the air (examples include bottle rockets, buzz bombs, skyrockets, jumping jacks, helicopters, parachutes, etc.).

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11.5 Regulations. Reasonable regulations governing the use of the Common Areas shall be promulgated by the Board of the Association, and shall be amended from time to time by the Board. Copies of such regulations and amendments thereto shall be furnished to each Voting Member by the Association upon request.

**12.0 Violation Correction & Penalty Structure**

12.1 Refer to Appendix A.

**13.0 Adoption of Rules and Regulations**

These Rules and Regulations are approved and adopted by the Board for Sun Colony Estates on this day of \_\_\_\_\_, 2022.

These Rules and Regulations, as adopted by the Board are the sole Rules and Regulations for use, replacing any previous drafts or versions in their entirety. The Board for Sun Colony Estates reserves the right to amend these Rules and Regulations from time-to-time.

Approved By: \_\_\_\_\_ Date: \_\_\_\_\_  
Ron Kluge, President

## **Sun Colony Homeowners Association Rules and Regulations 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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**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 one hundred-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.

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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**