

**HORRY COUNTY REGISTER OF DEEDS
TRANSMITTAL SHEET**

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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.

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Surfside Beach, SC 29587

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Related Document(s): book **2249** , page **686**

PURCHASE PRICE / MORTGAGE AMOUNT: \$

**BRIEF PROPERTY DESCRIPTION: RESTRICTIONS FOR HARBOUR FRONT VILLAS II
HOMEOWNERS ASSOCIATION INC**

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

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

FULL BUSINESS NAME

1. HARBOUR FRONT VILLAS II HOA INC

GRANTEE / MORTGAGEE / OBLIGEE (TO WHO):

FULL BUSINESS NAME

1. HARBOUR FRONT VILLAS II HOA INC

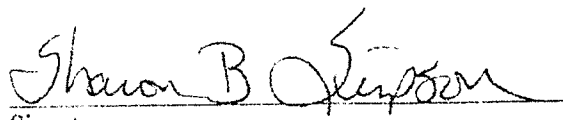
HARBOUR FRONT VILLAS II HOA, INC.

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

Legal Description: Harbour Front Villas II Homeowners' Association, Inc. located on Coquina
Harbour Drive and Highway 17 in Little River, SC 29568

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

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


Signature

Sharon Simpson, President

RULES AND REGULATIONS
HARBOUR FRONT II VILLAS HOMEOWNERS ASSOCIATION, INC.

The Harbour Front II Villas Homeowners Association, Inc., was created as set forth in the Master Deed. The Declarant established the Association for the purpose of exercising the powers of maintaining, administering and enforcing the Master Deed. The Association Board of Directors, as authorized by the By-laws, shall have the power to adopt and publish Rules and Regulations Governing the use of common area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction.

It is the desire of the Board of Directors to define the Rules and Regulations for the Harbour Front II Villas Homeowners Association, Inc., and establish penalties. The purpose of the Rules and Regulations is to provide guidance for all co-owners, their families, Guests and/or Tenants.

1. GENERAL:

Pursuant to the Master Deed and By-laws, the following rules and regulations are promulgated for the residents of Harbour Front II. Resident shall mean any owner of a condominium dwelling, tenant, their invitees or guests. Any other person may be deemed a trespasser with respect to the common elements. Association shall mean the association or any management company hired by the Association.

The number of employees and/or maintenance subcontractors permitted in our Budget is limited and each has a full work schedule. Only the Managing Agent or the President of the Association is authorized by the Board of Directors to assign responsibilities and set priorities for the maintenance staff.

3. RESIDENTIAL USE: Except for the areas of the Condominium designated for recreations use, all Condominium Apartments shall be used for private residential uses as may be permitted by the Board of Directors from time to time. Furthermore, no Apartment may be occupied by more than the permitted number of heads of household and their family pursuant to county and state zoning regulation and law. No improper, offensive or unlawful use shall be made of the property nor any part thereof; and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental bodies which require maintenance, modification or repair of such Property shall be the same as the responsibility for the maintenance and repair of the Property concerned.

4. OBSTRUCTION: The entrances, passages, corridors, stairways, garage and parking area and other limited and common elements of the Condominium shall not be obstructed, encumbered, or used for any purposes other than ingress and egress to and from the Condominium and/or Apartment and other purposes for which they are intended and no carriages, bicycles, mopeds, wagons, carts, chairs, benches, tables, toys, or other objects, or things, regardless of the nature thereof shall be left or stored therein.

5. PERSONS: No person shall play or loiter in the hallways, corridors, stairways, or other public areas of similar nature of the Condominium.

6. STORAGE: Personal property of the Co-Owners shall be stored in their respective Apartments.

7. ARTICLES: No garbage cans, supplies, no bottles, or other articles shall be placed in the corridors, on the balconies, decks, patios, on the stairways, on any other Limited or General Common Elements of the Condominium, nor shall lines, cloths, clothing, curtains, windows, doors, or balconies, patios, or exposed on any part of the windows, doors, or balconies, decks, patios, or can be exposed on any part of the Limited or General Common Elements unless written permission is obtained for the Council of Co-Owners.

8. DEBRIS: Limited and General Common Elements shall be kept free of rubbish, debris, garbage, or unsightly material.

9. SAFETY: Co-Owners shall take reasonable precautions not to permit anything whatsoever to fall from his/her Apartment nor shall he sweep or throw from the Apartment or other part of the Condominium any dirt or substance into the corridors, halls, balconies, decks, patios, or other similar areas in the Condominium.

10. TRASH: Refuse, rubbish, and garbage shall be disposed of and in a manner provided for and not placed outside in the corridors, hallways, balconies, decks, patios, or stairways, etc. at any time or for any reason.

11. WINDOWS: The Co-Owners of any Apartment shall, at his own expense, clean, repair and maintain both the interior and exterior surfaces of all windows. Drapes or shades covering the windows in individual Apartments shall be completely lined with white lining, except those drapes or shades used in the model units for such time as they are used as model units.

12. FIRE EQUIPMENT: Fire prevention and fire fighting equipment throughout the Condominium shall not be tampered with.

13. PARKING: The parking spaces, and facilities shall be used exclusively for parking of automobiles except upon written consent of the Board of Directors and then only in designated areas. Except as herein provided no trailers, tractors, campers, wagons, or trucks that exceed three-quarter ton or other commercial type motor vehicles shall be parked therein except vehicles while loading and unloading at any designated loading area. No repair work on motor vehicles shall be carried out in the parking spaces except emergency repair. Automobiles or other allowed motor vehicles shall not be washed in the parking spaces or upon the grounds of the Condominium except in designated areas.

14. NOISES: No Co-Owner shall make or permit any disturbing noises in the Limited or General Common Elements and/or his Apartment by the Co-Owner, his family, servants, employees, agents, visitors, guests, invitees, licensees, tenants, or lessees, nor do or permit to be done by such persons anything that will interfere with the rights, comfort, or convenience of the remaining Co-Owners or occupants. No Co-Owner shall play any musical instrument, phonograph, radio, television, or sound amplifier in such a manner or volume so as to disturb or annoy any other Co-Owner or occupant.

15. PETS: Pets shall be kept or maintained in or about the Condominium Apartments only if the Co-Owner is granted a conditional license to maintain one (1) pet by the Association. Such a license will be granted subject to the following conditions and reservations:

A. Acceptable Pets: The only pets to be permitted on the Condominium property shall be dogs when fully grown will be under thirty (30) pounds and cats, small birds, and fish.

B. It shall be the responsibility of the Co-Owner to pay for any and all costs involved in restoring to the original new condition any damage caused to the Condominium property by a pet.

C. A Co-Owner shall be financially responsible for any personal injury or personal property damage caused to any Co-Owner, tenant, guest, employee of the Association, or to any member of the public as a result of the Co-Owner's maintenance of a pet.

D. Pets must be carried in arms or on a leash when taken in and out of the building.

E. Pets shall not be permitted in the public rooms under any circumstances. Pets must not be curbed near the buildings, walkways, shrubbery, pool area, gardens, planting areas, open areas, or other public space, and pets must be walked off the Condominium property.

F. Guests, tenants, and visitors of a Co-Owner shall not be permitted to bring any pets onto the Condominium property other than those allowed in Section 15-A.

G. The Board of Directors may, upon their sole determination, revoke or terminate the above conditional license if a pet is either vicious or is annoying other Co-Owners or occupants or is otherwise a nuisance.

16. ADVERTISEMENTS: No ads, signs, posters, or advertisement of any kind shall be posted on the walls, windows, or doors in the interior or exterior of the Limited or General Common Elements. Under no circumstances will signs offering the Apartments for rent or sale be posted on the interior or exterior of the Apartments or upon the Limited or General Common Elements except in form and in such location as provided by the Association. The provisions of this subsection shall not be applicable to the Grantor or institutional holder of any first mortgage which comes into possession of any Apartment by reason of any remedies provided by law or in such mortgage or as a result of a foreclosure.

17. LEASING OF APARTMENTS: Apartments may be rented according to the following provisions:

A. Copies of all leases shall be deposited with the Association.

B. Tenants shall abide by the Association's rules and regulations and failure to do so shall result in the immediate eviction of the offending tenant or tenants.

C. The minimum rental lease period or term for an apartment shall not be less than seven (7) days.

D. The lease for any Apartment within the Condominium shall contain provision to the effect that the rights of the tenant to use and occupy the Apartment shall be subject to and subordinate in all respects to the provisions of the Master Deed and By-laws and to other reasonable rules and regulations.

18. AIR CONDITIONING UNITS: No Co-Owner shall install or cause to be installed window units or wall air conditioning units. Only condenser units tied into an approved system, and approved in writing by the Board of Directors of the Association may be placed on the balconies or decks and patios.

19. HAZARD: Nothing shall be done or maintained in any Apartment or upon any Limited or General Common Element which will increase the rate of insurance on any Apartment or on the Limited or General Common Elements, or result in the cancellation thereof, without the prior written approval of the Board of Directors. Nothing shall be done or maintained in any Apartment which would be in violation of any law. Barbecuing is absolutely prohibited upon any General or Limited Common Element, balconies, decks, patios, or in any Apartments, provided, however, that barbecuing is permitted in the areas designated for same.

20. COMMERCIAL ACTIVITIES: No Apartment or Limited or General Common Elements shall be used for commercial activities of any character. This subsection shall not apply to the use of the Limited or General Common Elements and of Apartments owned by the Grantor for display, marketing, promotional or sales purposes or as "model" apartments.

21. RECREATIONAL VEHICLE PARKING: No boats or trailers shall be placed, parked, or left on the Common Elements of the Condominium thereof except as provided in Section 13 above.

22. WIRING: No radio or television or CB installation or other wiring shall be installed. Any installation or wiring made without consent is liable to be removed without notice and at the cost of the Co-Owner for whom such wiring was installed.

23. EXTERIOR WALLS AND BALCONIES: No Co-Owner shall paint, modify, attach to, or improve exterior walls or balconies of his Apartment except with previous written consent of the Board of Directors of the Association.

24. AWNINGS: No blinds, shades, glass, jalousies, ironwork, screen, awnings, panels, or covering shall be affixed or attached to the outside of the building or the exterior windows, doors, or balconies, landecks, patios, or interior doors leading onto the corridors without the previous written consent of the Board of Directors of the Association.

25. RIGHT OF ACCESS TO APARTMENTS: The Board of Directors or its designated agent may retain a passkey to have access to each Apartment from time to time during reasonable hours as may be necessary for the maintenance, repair, replacement of any of the Common Elements therein or accessibility therefrom, or making emergency repairs therein necessary to prevent damage to the Common Elements, Limited Common Elements, or any other Apartment or Apartments with the Condominium. No Apartment Co-Owner shall alter any lock or install new locks on any door of the premises without providing Board of Directors a key.

26. USE OF COMMON ELEMENTS: Each Co-Owner, tenant, or occupant of an Apartment may use the elements held in common in accordance with the purpose for which they are intended, without hindering or encroaching upon the lawful rights of the other Co-Owners, tenants, or occupants. Any violations of any of these preceding rules shall be sufficient to bring judicial action against the violator. Action can be filed by the Board of Directors on behalf of the Co-Owners and the Board shall be entitled to recover any reasonable court costs and attorney fees from the violator, which sum shall be charged to the same extent, force and effect as if the charge were a part of the Common Expense.

28. SWIMMING POOL RULES:

(a) All residents and their guests use the pools, equipment and facilities at their own risk. The Association does not assume liability for personal injury and is not responsible for the loss of personal property of residents or guests.

(b) The pool facilities are for Harbour Front II Villas residents and guests only. A member of the household twelve (12) years of age or older must be with guests at all times while

(c) The swimming pools will be open for use during the hours of 9 a.m. and 11 p.m..

(d) Children under twelve (12) years of age must be accompanied by an adult member of the community who will be responsible for the child's safety and behavior.

(e) Do not remove the Safety Rope. Do not use the rope for sitting, standing, or diving. **HAVING THE SAFETY ROPE IS A STATE LAW.** Our pool would be closed if the State Inspector finds us without it.

(f) Diving is not allowed.

(g) Battery operated radios, record players, etc., on the pool deck area permitted providing they are played at low volume and do not disturb others.

(h) GLASS OBJECTS (bottles, glasses, etc.) are not permitted inside the pool enclosures. Broken glass can cause serious injury. It is requested that management or a Board member be notified at once should any glass objects be seen around any pool area.

(i) Excessive noise or running in the pool enclosures will result in immediate ejection from pool and facilities.

(j) Bicycles, roller blades, skates and skateboards are not to be brought inside the pool enclosures.

(k) Pets are not allowed inside the pool enclosures.

(l) All bathers must be dressed in proper attire; cutoff jeans are not allowed. No nude bathing. No thong bathing suits. No children under 30 months of age permitted in pool.

(m) If suntan oil is used, please use a beach towel to protect the pool furniture. PLEASE; NO OLIVE OIL OR WATER SOLUBLE OILS OR LOTIONS. These are difficult to remove from the water and filtration system.

(n) No alcoholic beverages permitted while in the pools.

(o) No swimming while under the influence of intoxicants.

(p) Violators of pool rules will be refused use of the pool.

FINES AND REMEDY FOR VIOLATIONS

In addition to all other remedies, in the sole discretion of the Board of Directors of the Association, a fine or fines may be imposed upon an Owner for failure of an Owner, his family, guests, invitees, Lessees or employees to comply with any covenant, restriction, rule or regulation, provided the following procedures are adhered to:

(1) Notice: The Association shall notify the Owner of the infraction or infractions. Included in the notice shall be the date and time of the next Board of Directors meeting at which time the Owner shall present reasons why penalty (is) should not be imposed.

(2) Hearing: The noncompliance shall be presented to the Board of Directors after which the Board of Directors shall hear reasons why penalties should not be imposed. A written decision of the Board of Directors shall be submitted to the Owner by no later than twenty-one (21) days after the Board of Director's meeting.

(3) Penalties: The Board of Directors may impose special assessments against the Lot owned by the Owner as follows:

(A) First noncompliance or violation: a fine not in excess of One Hundred and No/100 (\$100.00) Dollars.

(B) Second noncompliance or violation: a fine not in excess of Three Hundred and No/100 (\$300.00) Dollars.

(C) Third and subsequent noncompliance or violation or violations which are of a continuing nature: a fine not in excess of Five Hundred and No/100 (\$500.00) Dollars.

(4) Payment of Penalties: Fines shall be paid no later than thirty (30) days after notice of the imposition or assessment of the penalties.

(5) Collection of Fines: Fines shall be treated as an assessment subject to the provisions for the collection of assessments as set forth in Article VI of the By-laws.

(6) Application of Penalties: All money received from fines shall be allocated as directed by the Board of Directors.

(7) Non Exclusive Remedy: 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 Owner.

The Members of the Homeowners Association, Inc., are requested to cooperate by adhering to the rules and regulations. The rules and regulations were not set up in an arbitrary fashion nor were they created to cause a hardship on anyone. The Association, acting through its Board of Directors, may adopt from time to time additional reasonable rules and regulations governing the use of common areas, recreational amenities (if any) and the properties and shall have the authority to enforce the same. The rules and regulations does not supersede the Master Deed for the Association.