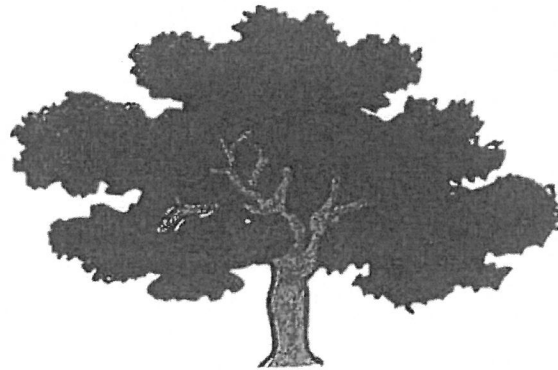


**COLONIAL CLUB ESTATES
PROPERTY OWNERS ASSOCIATION**



Rules and Regulations

Approved April 12, 2024

**COLONIAL CLUB ESTATES POA
Colonial Charters
Highway 9
Longs, SC 29568**

INTRODUCTION

Community association living is a unique experience for many of us and requires an understanding of its operation. With everyone's cooperation, all may enjoy the advantages of community association living.

In order to create a congenial and dignified residential atmosphere, the Board of Directors has adopted rules and regulations for the guidance of all owners, their families, and guests. In general, the rules are not original with us, but are derived directly from the Declaration of Covenants and Restrictions for Colonial Charters Community, first Amendment dated 1988 May 25, Second Amendment dated 1990 March 8, Third Amendment dated 1995 May 22, and clarification revision dated 2022 August 31, Titled Golf Cart Amendment and Colonial Charters Club Estates Design Standards Manual dated 9-20-93 and revision dated 10-23-2014, along with our experience and the experience of other community associations. The Rules contained herein do not represent the entire list of items in the Declaration. Each owner is advised and encouraged to familiarize his/herself with the Declaration and all Articles contained therein.

These rules and regulations may not please everyone entirely nor were they designed to satisfy individual personal desires. This would be an impossible task. For our experience, they will meet the approval of a large majority of owners and this is the only means of achieving success in this kind of living.

Any questions, suggestions, or complaints should be made to the Managing Agent, preferably in writing. If the Managing Agent cannot resolve them for you, they will refer them to the appropriate committee or to the Board of Directors. It is asked that everyone follow this procedure so that your requests may be handled in an orderly manner.

These Rules and Regulations are somewhat lengthy, but it is hoped that they will answer as many questions as possible at the outset. They will be reviewed as required by the Board of Directors and appropriate amendments will be made. It is hoped that we may have the understanding and cooperation of all owners and guests, in order that all may enjoy the benefits of community living to the fullest.

Board of Directors
Colonial Club Estates
POA *Approved April 12,*
2024

RULES AND REGULATIONS FOR COLONIAL CLUB ESTATES POA

1. GENERAL

These rules are designed to help create and maintain a friendly, family atmosphere. Each owner is responsible for the proper conduct of members of his/her family, guests, renters, and service personnel. They should be certain that they understand and observe all rules and regulations. A copy of these rules should be permanently available within each home and sent to all rental agents used by the owner.

2. SECURITY

Security is the responsibility of each one of us. Each homeowner is responsible for the security of your own home and property. Depending upon the nature of the situation, owners are requested to notify the Horry County Police or property manager of any suspicious people, trespassers, and/or unusual activities in the community. If you will be away from your home for a long period of time, ask your neighbors to take care of items that might alert a stranger that you are not in your residence, such as taking in your garbage can, picking up your newspaper, and/or remove any packages that might be delivered to your residence. It of the utmost importance that each dwelling has visible street numbers on the front exterior to ensure that emergency vehicles may quickly identify the premises.

In the development of our community, it was decided that all dwellings would have a light post on their property. Some of these light posts are controllable by an inside switch. It is important to always keep these switches in the "on" position. Anyone who maintains their switch in the "off position will be fined. However, some homes were built prior to the current defined Rules and Regulations. As a result, those homes that were built in the POA without a light pole installed are grandfathered in and excluded from this violation.

FINE - \$20.00 per occurrence

3. TENANTS

No children under 18 years of age are permitted to rent or reside in a dwelling unless the parents, responsible adults, or the owner is in residence at the same time.

NOTE: Tenants should be given copies of the rules and regulations and the property owners will be responsible for tenant's compliance with such rules.

4. RENTAL PERIOD

No Owner shall lease nor rent any Dwelling more than two (2) times in any twelve (12) month period. No Dwelling may be occupied by more than two (2) "families" at the same time. Owner or rental company shall provide a copy of the lease to the HOA Management Company.

A. Leasing in violation of requirements will be subject to a per diem fine until compliant with Rules and Regulations.

FINE - \$100.00 per day

5. PROHIBITION AGAINST BUSINESS ACTIVITY

No public business activity, nor trade of any kind, shall be conducted in any Dwelling or on any Lot that would cause an increase in vehicular traffic. Time sharing of any Dwelling or Lot is not permitted.

A. Violations of Business Activity will be fined daily until remedied.

FINE: - \$100.00 per day

6. STORAGE

No junk, debris or similar materials of any kind shall be stored on a Lot other than in an approved enclosed structure. Owners are responsible to see that nothing is placed in storage areas which would be a fire hazard.

7. CLOTHESLINES

No clothesline nor drying yards shall be located upon the premises if such is visible from any Common Area, street, or other Dwelling.

8. COMMUNICATION SYSTEM

No type of radio or communications system antenna or satellite dish shall be permitted nor maintained on any exterior portion of a Dwelling or Common Area that is visible from the street, nor permitted inside a Dwelling or on a Lot except as specifically provided for in the Architectural Review Board Design Standards.

9. BAR-B-QUE GRILLS AND FIRE PITS

The design of Bar-B-Que units is encouraged to be integral with the design of the house. Fire pits of a temporary or permanent nature are allowed providing they are not visible from the street and are used solely for ambience and/or food preparation. Fire pits are not to be confused with burn pits. **Burn pits used for burning refuse are prohibited.**

10. PETS

No animals, livestock or poultry of any kind will be raised, bred or kept on any part of the Property. A total of two (2) per species, may be kept by the respective Owners inside their respective homes. No vicious animals are allowed.

Only owners are permitted to have pets. Renters or lessees may not keep any pets without prior written approval of the Owner and a copy of such approval must be on file with the Association.

In no event shall pets be permitted in any public portion of the community unless on a leash. The pets must also be on a leash while on the Owner's lot unless it is kept in a fence approved by the ARB. Each homeowner is responsible for cleaning up behind their pets. Violations are subject to fines.

A. If any animal becomes obnoxious to other owners by barking or aggressive behavior, the owner thereof must correct the problem. If it is not corrected, the owner, upon written notice by the Association, will be required to remove the animal from the premises.

FINE - \$20.00 per day until compliant with CCE Rules and Regulations.

B. If your animal is allowed to run unattended off leash.

FINE - \$25.00 per occurrence

C. Failure to pick up after an animal.

FINE - \$25.00 per occurrence (owner may also be subject to the Horry County fine of \$250.00)

11. TRASH

Each owner shall provide (1) garbage receptacles or similar facilities which shall only be visible from the streets on garbage pickup days. Anyone putting out more than one (1) garbage receptacle will be assessed the going rate for the extra receptacle. Weekly garbage pickups are for household items only. No yard waste should be set out. No burning, burying or other disposal of garbage, trash or leaves shall be permitted on any Lot or property within the Community.

A. Improper disposal of garbage, trash, brush, and/or leaves either by burning or burying

FINE - \$100.00 per occurrence

B. Utilizing more than one garbage receptacle for trash pickup.

FINE - \$11.00 per occurrence

C. Leaving garbage receptacle in view except on garbage day

FINE - \$10.00 per day

12. NUISANCES

No harmful or offensive activity shall be carried on upon or in any Dwelling or Lot to be dangerous, unsightly, or unpleasant or of a nature to diminish or destroy the enjoyment of other property in the Community. Neither shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or a nuisance to the community.

A. No harmful or offensive activity shall be permitted or other nuisances.

FINE: - \$50.00

B. Harmful mischief to property that is not your own without damage to property.

FINE - \$25.00

C. Harmful mischief to property that is not your own with damage to said property.

FINE – \$100.00 fine plus cost of repair and/or replace.

13. NOISE

Being considerate of one's neighbor is an **essential** component in associational living and is an especially important consideration in a community. Loud noise from television, stereo equipment, musical instruments, lawn equipment, etc. should be always kept to a minimum, especially, during the hours of 11:00 p.m. to 8:00 a.m. Noise shall not be at such level as to cause annoyance or inconvenience to travelers upon the streets or persons in Common Areas. The complaints of three (3) or more persons are *prima facie* evidence confirming the complaint.

A. Any homeowner who creates or maintains excessive, unnecessary, unnatural or unusually loud noises which are prolonged and whose effect or detriment to public health, comfort, convenience, safety, welfare, peace, and prosperity of our residents.

FINE - \$50.00 per occurrence

B. Igniting fireworks unless pre-approved by the POA

FINE - \$50.00

C. Discharging of weapons including pellet, paint ball, and BB guns.

FINE - \$100.00

14. TEMPORARY STRUCTURES

No structure of a temporary nature shall be placed upon any Lot at any time other than such Structures as may be approved by the Architectural Review Board.

- A. Erecting a temporary structure on a lot without necessary ARB approval, will be subject to a daily fine until compliance with Rules and Regulations by completion of appropriate ARB forms.

FINE - \$25.00 per day

15. ADDITIONS, MODIFICATIONS, and INSTALLATIONS of BUILDINGS, FENCES, WALLS, ETC.

Any change in exterior appearance of any building, wall, fence or other structural improvements, and any change in the appearance of the landscaping, shall be deemed an alteration requiring approval of the Architectural Review Board (ARB). The request form is available from the managing agent. It must be completed in full, returned to the managing agent and approved by the ARB before any alterations may commence. All setback requirements, residential use of lots, building lines, elevation and drainage changes, easements, encroachments, mining, and drilling prohibitions, use and height restrictions, size of lots, perimeter access, re-platting of Lots, re-building requirement, sewer and water systems, and progress of construction must be adhered to as set forth in the Declaration.

Each Owner is responsible to keep and maintain each unit and structure owned by him, as well as all landscaping, in good condition and repair, including but not limited to repairing and painting of all structures, seeding, watering, edging, and mowing of all lawns and pruning and trimming of all trees, hedges and shrubbery. Should the yard not be properly maintained by the OWNER, the Colonial Club Estates POA may contract the work to be done and bill the owner.

No tree or shrub taller than ten (10) feet in height shall be removed or intentionally damaged on any Lot or Common Area unless such vegetation interferes with the construction or safe maintenance of improvements on such Lot or Common Area, unless such tree is diseased or dead. The Owner of any Lot upon which a violation of this restriction occurs agrees to replace such vegetation with vegetation of comparable size within thirty (30) days after notice.

- A. Lawns, trees, or shrubs which are overgrown. Lack of lawn and grounds maintenance (including weed control, bare spots, or ruts) will be subject to a fine per week until compliant with CCE Rules and Regulations.

FINE - \$50.00 per week

- B. Excessive items, clutter, debris, or other items strewn upon a resident's property will be fined until compliant with CCE Rules and Regulations, including yard maintenance equipment left in full view be put away by sundown.
FINE - \$10.00 per day until compliant
- C. Homeowners who are in non-compliance with the requirement to file an ARB form will be subject to a daily fine until compliant with CCE Rules and Regulations of completion of ARB form.
FINE - \$10.00 per day until compliant
- D. Homeowners who are non-compliant with the determination of the ARB will be subject to a weekly fine until compliant with CCE Rules and Regulations and ARB determination.
FINE - \$50.00 per week until compliant
- E. Failure to maintain outside of homes, driveways, and any other structure from dirt, mold, mildew and/or **KEPT** in good repair, will be subject to a weekly fine until compliant with CCE Rules and Regulations
FINE - \$25.00 per week until compliant
- F. Exterior home building projects of any type require a completed ARB form **PRIOR** to the start of a project. Failure to complete form prior to starting project will result in stoppage of work and a fine.
FINE - \$50.00

16. SIGNS AND SALES

No signs or advertising posters or other similar signs shall be erected anywhere on the property except the standard sign for the community which is approved by the ARB. Personal, yard, tag, or garage sales are prohibited. The POA has established that 2 times per year, a community Yard sale will be held and at that time, residents will be free to post signs during the yard sale. Estate/Auctions or Moving Sales are permitted but **must have approval from the POA prior to such event**. Violators will be subject to a fine.

- A. Hosting a garage, yard, or tag sale outside the designated community dates.
FINE - \$50.00 per day as long as condition exists.

17. PARKING

Vehicles shall be parked only in the garage or on a hard surfaced permanent driveway (refer to ARB standards). Two (2) off-street parking spaces must be maintained by each Lot owner. No overnight on-street parking is allowed. As a security measure, keep your automobile doors locked. Inoperable, partially wrecked, stripped or any vehicle or boat or any part thereof not currently or appropriately licensed may not be parked or stored in any areas other than an enclosed garage.

A. Illegal parking on the grass, trailer parking, and overnight parking is subject to a fine.

FINE - \$20.00 per day until compliant with CCE Rules and Regulations.

18. VEHICLES

No boat, recreational vehicle, trailer, or bus is permitted at any time unless same can be located inside an enclosed garage with the door closed and kept out of sight. Allowances will be made for homeowners to bring a camper, trailer, or boat onto their property. *The allowance is for a maximum of 72 hours within a 7-day period. The owner is responsible to notify our management company of the intent to have said vehicles on their property.*

Failure to notify the management company prior to bringing said vehicle onto the property will result in a \$25.00 a day for the 3 day notification period.

Commercial vehicles, such as panel vans, weighing 7800 lb or less are allowed. Said vehicle can have external signage. ALL vehicles exceeding the weight limit or have exterior motorized apparatus or emit sound, such as back up beeping are prohibited. *Operators of vehicles are required to obey all posted speed limits as well as coming to a complete stop at all posted STOP signs.*

The management company must be advised of all of the following:

A. Repair of motor vehicle inoperable or operable must be completed within 48 hours unless entirely within a garage. However repeated revving of engine will be a violation. whether vehicle is inside or outside of garage.

FINE - \$25.00 per day up to a maximum of \$500.00, until specified conditions are met.

B. No disabled, unregistered, inoperable motor vehicle, nor vehicle without license plates or currently registered license plates or in any other manner which would prohibit the motor vehicle from legal operation on the roadways or highways of the State of South Carolina shall be parked in the driveway of a residence. Vehicles of this nature must be garage kept

FINE - \$25.00 per day

C. Failure to notify the management company.

FINE - \$25.00 a day

D. No boats, RVs, trailers, or oversized trucks are to be parked on the property outside of guidelines.

FINE - \$25.00 a day

19. GOLF COURSE

Each Owner accepts and assumes all the risks and hazards of ownership of his Dwelling or Lot, including, but not limited to, the proximity to the golf course, any bodies of water or any Common Area. Owners of Dwellings abutting golf fairways or greens are obligated to refrain from any actions which would distract from the playing qualities of the course. This includes unfenced dogs or loud barking that would interfere with play on the course.

20. GOLF CARTS

1. Only legally licensed drivers may operate a golf cart;
2. No overloading - every person riding in the golf cart shall have their own seat;
3. Parents who allow underage children or unlicensed drivers will be held responsible;
4. Carts must keep within the speed limit (the speed limit for the community is 25 mph for all vehicles) and obey all STOP signs;
5. Carts may not be operated on private property other than their own; and
6. Carts must be parked in garages or in an enclosed area overnight. Traffic regulations on all roads and streets within the Community shall be enforced under the provisions of the SC Uniform Act for regulating traffic on private roads. The speed limit is 25 MPH unless otherwise posted.

A. Failure to comply with community golf cart rules

FINE - \$25.00 per incidence

21. REMEDY FOR VIOLATIONS

The foregoing Rules and Regulations are designed to make living for you and your neighbors pleasant and comfortable. The restrictions that we impose upon ourselves are for the mutual benefit of all. The Property Manager is required to uphold these rules and regulations. Where violations are noted, a warning letter will be issued. Apart from those requiring immediate action. If the violation is not remedied within the specified time frame, fines will be assessed. Violations of these Rules and Regulations are to be reported to the Property Manager, who will bring the matter to the attention of the violating owner for corrective action. Any disagreement over the violation will be reported to the appropriate committee for subsequent judgment by the Board of Directors.

22. INDIVIDUAL VIOLATION PROCESS

- (A) A warning letter will be issued with the violation and allowing them 72 hours (3 days) to correct the violation.
- (B) If non-compliant:
 - (1) After 3 days, the applicable **FINE** is billed.
 - (2) If non-complaint in 72 hours (3 days), **FINE** will be doubled.
 - (3) If non-compliant after an additional 72 hours (total 6 days), **FINE** will be tripled.
 - (4) If non-compliant after an additional 72 hours (total 9 days), fines less than \$100 will increase to \$100 and remain at that rate until compliant.
- (C) If there is a second violation of same rule within a calendar year, the applicable **FINE** is doubled
- (D) If third violation of same rule within a calendar year, the **FINE** is tripled
- (E) If fourth and all further violations of same rule within a calendar year, the **FINE** becomes \$100/daily and remains as such

The Directors of the Association reserve the right to change or revoke existing. Rules and Regulations and make such additional Rules and Regulations from time to time as, in their opinion, shall be necessary or desirable for the safety and protection and good order of the property, and to assure the comfort and convenience of members.

Colonial Club Estates POA

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