

Live Oaks Community of Murrells Inlet Homeowner's Association, Inc.

RULES AND REGULATIONS

WHEREAS, the corporation known as Live Oaks Community of Murrells Inlet Homeowner's Association, Inc., a South Carolina Non-Profit Corporation (herein referred to as the "Association"), has Covenants and Restrictions and By-Laws; and

WHEREAS, the Board of Directors of the Association is empowered to pass rules and regulations to govern the affairs of the Association pursuant to the By-Laws Article IV Section 12 (d) entitled Powers and Duties; and

WHEREAS, the Board of Directors of the Association is specifically empowered to levy fines against its members for the violation of the Covenants and Restrictions together with the By-Laws and all other pertinent Rules and Regulations duly set forth by the Board of Directors; and

NOW, THEREFORE, IT IS RESOLVED THAT the Association hereby invokes the power to pass Rules and Regulations by a majority vote of the Board of Directors.

GENERAL: Each owner is responsible for the proper conduct of his/her family, his guests and service personnel as well as for any damage to the property caused by these persons. It is also each owner's responsibility to ensure that his rental guests understand and observe all rules and regulations. Occupancy of a Residential Unit located on a Lot is not to exceed the number specified by law.

AGE RESTRICTION AFFECTING OCCUPANCY. Live Oaks Community is a Retirement Home Development and is intended to provide housing primarily for persons of 55 years of age or older. No person under 19 years of age shall stay overnight in any Residential Unit on a Lot for more than thirty (30) consecutive days in any consecutive twelve (12) month period. Each Residential Unit, if occupied, shall be occupied by at least one (1) individual 55 years of age or older; provided, however, that once a Residential Unit is occupied by an Age-Qualified Occupant other Qualified Residents (as each term is defined below) of that Residential Unit may continue to occupy the Residential Unit, regardless of the termination of the Age-Qualified Occupant's occupancy. Notwithstanding the above, at all times, at least eighty percent (80%) of the improved and occupied Residential Units within Live Oaks Community shall be occupied by at least one (1) individual 55 years of age or older. "Age-Qualified Occupant" shall mean any individual 55 years of age or older who occupies the Residential Unit. The terms "occupy," "occupies," or "occupancy" shall mean staying overnight in a particular Residential Unit for at least thirty (30) days in any consecutive twelve (12) month period. For purposes of this purposes herein, the term "Resident" or "Qualified Resident" shall mean any of the following person occupying a Residential Unit: (1) any Age-Qualified Occupant; (2) any Person 19 years of age or older who occupies a Residential Unit with an Age-Qualified Occupant and who continues, without interruption, to occupy the same Residential Unit after termination of the Age-Qualified Occupant's occupancy thereof.

CHANGE OF OCCUPANCY: In the event of any change in occupancy of any Lot, as a result of a transfer of title, a lease, a birth or death, change in marital status, vacancy or otherwise, the Owner of the Lot must immediately notify a Member of the Board of Directors in writing and provide to the Board of Directors the names and ages of all current occupants and any necessary documentation to verify the age of each occupant. In the event an owner fails to notify a member of the Association's Board of Directors within ten (10) days after a change in occupancy occurs, the Association may levy monetary fines against the Owner and the Lot for each day after the change in occupancy occurs.

FRONT & BACK PORCHES: Porches and balconies shall not be used for storage areas and must be kept clean and tidy at all times. Storage of flammable liquids is prohibited.

LEASING/SALE OF RESIDENTIAL LOT: No Owner shall enter into a lease, an agreement to sell the Residential Lot, or other occupancy agreement where the Person occupying the Residential Unit is under the age of 55, without the prior written approval of the Board of Directors.

COMMON AREAS: Personal items, including boxes, chairs, bicycles, trash etc. may not be stored or kept on the common property.

CLOTHES-LINES: No clotheslines or drying yards shall be located upon the premises so as to be visible from any Common Property or adjoining Lots.

FIREWORKS: Use of fireworks on Association property is strictly prohibited due to the fire hazard they cause.

ANNOYANCES & NUISANCES: Loud and boisterous parties will not be tolerated. Televisions, stereos or musical instruments should be used with discretion so as not to disturb other residents. Excessive noise after the hours of 10:00 pm is a violation of the local noise ordinance. No immoral, improper, offensive or unlawful activity is permitted in the Residential Units or on Association property. No activity is permitted on the premises that will adversely affect the Association's insurance coverage.

PETS: In conformance with County leash ordinances, all pets, when on the Common Property, must be on a leash or carried. **PET OWNERS ARE RESPONSIBLE FOR IMMEDIATELY CLEANING UP AFTER THEIR PETS! Repeated violation of this rule will result in fines.** With the exception of dogs owned and residing within the subdivision prior to March 15, 2022, only two (2) pets per household are permitted. No dog may weigh in excess of sixty (60) pounds. All pets must have proof of rabies immunization. Nonconformity with the leash ordinance, or allowing the pet to become a nuisance to other residents could result in the pet being removed from the property by the County Animal Control Division or by other legal means.

TRASH: All trash and Residential Unit debris must be secured in a heavy-duty plastic bag and deposited in the garbage receptacles located on the Lot. Discarded grills, furniture, appliances, screens, etc. must be disposed of at a proper dumping site off premises at owner's expense. No burning, burying or other disposal of garbage on any Lot or within the subdivision shall be permitted. **Violation of this rule will result in a fine.**

PARKING: Adequate off-street parking shall be provided by the Lot Owner herein for the parking of automobiles or other vehicles owned by said Owner. Parking on the streets, landscaping/grass/along the curbs is not permitted. Provided that not more than one (1) boat, camper or similar object may be parked on a Lot if it is not visible to adjacent property. Non-operative and non-licensed vehicles are prohibited on property. Auto repairs and oil changing are prohibited on the property.

BUSINESS ACTIVITY: No trade or business activity may be conducted on Association property.

SIGNS: No signs, advertising or political signs or flags of any character shall be maintained on a Lot. A name and address sign, the design of which shall be approved by the Association on request of the Lot Owner will be permitted. A "FOR SALE" or "FOR RENT", the design of which shall be approved by the Association on request of the Lot Owner will be permitted.

ALTERATIONS AND ADDITIONS: No structural or exterior alteration shall be undertaken to any Lot without prior written approval from the Association. Any request must be submitted in writing with adequate sketches and description of the requested change, and must be in compliance with the Amended Declaration of Covenants.

SWIMMING POOLS: Pool rules are clearly posted in the pool areas and enforced. Pool hours are 10:00 am – 10:00 pm. Children under the age of 14 are not permitted in the pool areas unless accompanied by an adult. Glass objects and alcoholic beverages are prohibited in these areas. Proper pool attire is required. The wearing of improper attire, such as thongs or other generally offensive and/or insufficient clothing is not permitted in the pool areas, courtyards or other common areas. Swim Diapers are required for infants. Phones are located in pool areas for emergency use, only. All residents, guests and renters are cautioned that they **USE THE SWIMMING POOLS, EQUIPMENT AND FACILITIES AT THEIR OWN RISK.**

LEASING: Within thirty (30) days of commencing a lease, lessors must notify the Board of Directors of the name, address and telephone number of all tenants and provide an executed lease to the Association's Managing Agent. No lease of less than One (1) year duration shall be permitted.

CHILDREN: Supervision of children by a responsible adult must be exercised at all times when children are playing on the grounds or swimming in the pool. **SKATEBOARD, SKATE, ROLLER BLADE, OR SCOOTER (MOTORIZED)** usage on Association property is **PROHIBITED** due to the liability these activities pose.

VIOLATIONS: The Rules and Regulations are intended to promote and preserve the enjoyment of the Live Oaks Community. Violations of the posted rules and regulations should be reported to the Board of Directors. **Repeated violations of the above stated rules subject the Owner to fines per the Fining Policy (except as otherwise noted) and/or legal action.**