



## Sun Colony Community Services Association, Inc.

200-B Sun Colony Boulevard

Longs, SC 29568-6734

843-399-1559 (office hours 9:00 a.m. to 1:00 p.m. Monday – Friday)

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### **RULES AND REGULATIONS**

By purchasing a house or villa in Sun Colony Community, you have become a member of the Sun Colony Community Association and will remain a member for as long as you own your home. Membership in the Association is mandatory. Every owner must abide by the requirements set forth in your Community's governing documents. You should have received copies of these documents from your closing attorney. If you have not received a copy, please contact your attorney. As a property owner in a community association, you will be required to pay assessments, abide by the Community's rules and restrictions, and maintain those areas of your home to which you are responsible.

#### **General Rules**

1. **Nuisances:** No noxious, unlawful, or offensive activity shall be permitted in or on any improvements, dwelling, or on any portion of Sun Colony Community. No improper, offensive, hazardous, or unlawful use shall be made of any dwelling nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to any person using any portion of the Property.
2. **Signs:** Signage on home sites is restricted to a For Sale sign of a standard design format approved by the ARB. No additional signs, banners, lighting, etc. shall be affixed to the For Sale sign or house. No printed information shall be placed anywhere on the sign, on the yard, or the exterior of the house. No signage shall be placed in any window which will be visible from the outside.
3. **Prohibition Against Business Activity:** No business activity, including but not limited to a rooming house, boarding house, gift shop, antique shop, landscape business, professional office or beauty shop, or the like, or any trade of any kind whatsoever shall be carried on upon any lot or in any dwelling. Provided, however, that nothing contained herein shall be construed so as to prohibit use of any portion of a residence as a home office, so long as no clients or members of the public regularly come to any lot or dwelling and no significant business traffic is generated in the community on account of such use. Provided further, however, that nothing contained herein shall be construed as to prohibit the construction of houses to be sold or the showing of said houses for the purpose of selling house in the Community.
4. **Prohibited work:** No owner shall do any work which would jeopardize the soundness and safety of the Property, reduce the value thereof, or impair any easement without, in every such case,

unanimous written consent of all other property owners. Refer to the ARB documents in a separate publication.

5. **Repair requirements:** Each owner shall, at his sole cost and expense, repair his residence, keeping the same in a good condition comparable to the condition of the residence at the time of its initial construction, excepting only normal wear and tear.
6. **Leases:** No portion of a dwelling (other than an entire dwelling) may be rented. All leases must be in writing and shall provide that the Association shall have the right to terminate the lease upon default by the tenant in observing any of the provisions of the Master Deed, The Covenants, By-Laws, or of applicable Rules and Regulations. The Owner must deliver a copy of the proposed lease to the Association prior to occupancy by the tenant.
7. **Interval Ownership:** No improvement or any thereof on any lots shall be sold or leased under timeshare or interval ownership plan, whether by conveyance of deed, lease, right to use or otherwise.
8. **Pets:** Only common domesticated household pets of the Property Owners and Property Owners' guest may be kept on any lot or in any dwelling in Sun Colony Community, but in no event for the purpose of breeding or for any commercial purposes whatsoever. No other animals, livestock, reptiles, or poultry of any kind shall be kept, raised, bred, or maintained on any portion of the property. Homeowners are responsible to see that their pets do not cause a nuisance. Pets are required to have some kind of identification on them and must have current inoculation against rabies, provided under County Ordinance No. 91-8. All animals must be kept on a leash at all times unless within a dwelling or in a fenced area. Pet owners are responsible for cleaning up any mess that a pet creates within any lot or the Association property. Pet owners are requested to carry a scoop or other device to clean up any defecation left by their pet.
9. **Trash and Other Materials:** Each owner shall regularly pick up all garbage, trash, refuse, or rubbish on their lot, or other materials on any portion of the property. Garbage and trash containers (standard approved trash containers) shall be placed in an enclosed or landscaped area not visible from the street. Trash containers should be placed at the street for collection after sundown the night before collection and removed the day of collection.
10. **Clothes Drying:** No drying or airing of any clothing or bedding shall be permitted outdoors on the lots or houses or over the deck railings of any dwelling. No clotheslines shall be installed or located on any lot in the Community.
11. **Lighting:** The design and location of all exterior lighting fixtures shall be subject to the approval of the ARB. Neither these nor other illumination devices, including but not limited to Christmas ornaments, located anywhere on the structures or grounds of any residential lot within the property shall be located, directed, or of such intensity to affect adversely the nighttime environment of the adjacent property.
12. **Window Treatments:** Window treatments shall consist of drapery, blinds, decorative panels, or other tasteful window coverings. No sheets, towels, newspaper, aluminum foil, or other temporary window treatments are permitted, except for periods not exceeding (1) one week after Owner or Tenant first moves into the dwelling or when permanent window treatments are being cleaned or repaired.
13. **Storage:** Absolutely no tarps or coverings of any colors are to be displayed outside of a residence. Refer to the ARB standards for suitable storage.

14. **Outside Equipment:** See ARB standards.

In general, these Rules and Regulations are designed not to inhibit the lifestyles of the residents but to promote the enjoyment of all those living in Sun Colony Community. We ask that you be mindful of your neighbors and respect their property and the common properties belonging to all, keeping it clean and well maintained at all times. In addition, please remember that loud noise can be offensive to others and refrain from any activity that may disturb your neighbors.

### **Traffic and Parking Rules**

Sun Colony Community roads are classified as secondary highways in South Carolina, and all State traffic laws must be observed. Speed limits (15 MPH maximum in all areas) and other traffic control signals are posted throughout Sun Colony. Traffic may be monitored by radar and a S.C. State summons may be issued by law enforcement officers for violations provided under S.C. Code of Laws, Title 40, Chapter 17.

Anyone operating a vehicle in Sun Colony Community should be aware that the roads are private and are also used for walking, jogging and bicycles. Please be aware and keep the roads safe for our children and others enjoying the outdoors.

For the protection and safety of all of our residents, speed bumps have been installed to **AVOID** speeding in and around our entrance areas. The speed limit in our community is 15 MPH. Circumventing and/or driving through the condo parking lots to avoid the speed bumps is **strictly prohibited**. This is considered reckless driving and will be reported to the authorities.

No vehicle containing lettering, signs, or equipment, and no recreational vehicles, camper, trailer, boat, aircraft, motorcycle, or commercial vehicles may be parked or stored outside of a dwelling overnight. No parking of any vehicle is permitted on any street, lawn, or other areas other than driveways and garages overnight **during the hours of 11:00pm to 6:00am**. All vehicles parked within the Property must be in good condition and repair. No vehicle which does not contain a current license plate, or which cannot operate on its own power shall be parked within the Property outside of an enclosed garage for more than 24 hours.

Parking on the grass shoulders along the road is prohibited except on a short-term emergency basis. Exceptions will be made for Property Owners to permit temporary use of the grass shoulders for parking while hosting a social event.

All inbound and outbound construction traffic is limited to Sun Colony Boulevard. Construction trucks should not use other roads to reduce the wear and tear on these roads. Street parking for contractor/construction personnel and visitors is limited to one side of the street. This has been requested by Horry Count Fire and Rescue to allow for emergency egress/ingress. Construction work is limited to the hours of 7:00 a.m. and 7:00 p.m. **There will be no exceptions to these hours.**

Clarification of the nature of a commercial vehicle:

- a. Definition of the word commercial: Occupied with or engaged in commerce or work intended for commerce; viewed with regard to profit.

- b. A vehicle displaying one or more of the following items, but not limited to, is considered to be a commercial vehicle:
- Commercial signage on the exterior of the vehicle (magnetic or painted, also commercial flags) or signage displayed through the windows of the vehicle.
  - Ladders
  - Scaffolding
  - Ramps
  - Toolboxes mounted on the sides of the truck bed
  - Toolboxes or compartments built into the sides of the truck
  - Hydraulic or mechanical lift
  - Crane
  - Hand truck or dolly
  - Tanks
  - Lawn equipment or other mechanical/electrical equipment routinely used in commercial activity
  - Supplies used in commercial activity
  - Specialty containers used for storage of supplies used in commercial activity

The Board of Directors has the authority to render a decision on determination whether a vehicle is a commercial vehicle on a case-by-case basis and whenever the case is in dispute.

### **Landscaping and Lawn Maintenance**

It is the responsibility of each Lot Owner to prevent the development of any unclean, unsightly, or unkept condition of buildings or grounds on any lot which shall tend to substantially decrease the beauty of the Community as a whole or the specific area. The Owner of each lot containing a dwelling shall be required to maintain the landscaping of their lot and any contiguous property between their lot and the pavement edge of any abutting road. The Owner shall maintain all landscaping in good condition and appearance and, as required, mowing, watering, trimming, fertilizing, weed, insect and disease control shall be performed by the Owner. Owners of any lot adjacent to any pond are required to mow, trim, fertilize, and maintain the area of land to the water's edge, including but not limited to, cutting underbrush and weeds to take measures to prevent erosion of the embankment. All dead or diseased sod, plants, shrubs, trees, or flowers shall be promptly replaced and excessive weeds, underbrush, or unsightly growth shall be promptly removed. Refer also to ARB documents in a separate publication.

No Owner may pump water from, add water to, drain, or in any other way interfere with the water in the ponds and drainage area on the Property. This is in accordance with County and State regulations of SC DHEC.

### **Architectural Review Board**

**For guidelines on architectural alterations or additions, please refer to the Architectural Standards Guidelines. This document does not contain procedures for these applications. All changes and improvements done to the exterior of your home and on your lot must be approved by the Board prior to beginning these changes and improvements. If any questions or to obtain procedures to request approval, please call the Sun Colony HOA office at (843) 399-1559 between 9:00 a.m. and 1:00 p.m. Monday through Friday.**

### **Enforcement**

**Sun Colony Rules and Regulations and South Carolina laws are enforced by Sun Colony Community Association. Anyone who observes a violation of any law or rules within the Community should not approach the violator personally. Violations of any Rules and Regulations should be reported in writing to the Sun Colony Community Association for investigation. The appropriate action will be taken.**

**Contact the Horry County Police Department for ALL observed illegal activity.**

The foregoing Rules and Regulation are in addition to and not by way of limitation to those restrictions as may be contained in the Deeds of each Property Owner, The Covenants and Restrictions, By-Laws, and Architectural Standards for Sun Colony.

These Rules and Regulations are subject to change, with notice, by the Board of Directors of the Sun Colony Community Association.

### **Explanation Of Assessments**

The Association will provide payment coupons upon request to each Property Owner for the Association's annual operating assessments. These assessments are due the first of each month. Each Property Owner will have fifteen (15) days from the due date to pay each assessment.

If an assessment goes unpaid after the fifteenth (15) day of each month, a late notice will be sent on the (16) sixteenth day with a late fee of \$25.00 applied.

If the assessment goes unpaid after forty-five (45) days, a delinquency statement will be sent instructing the Property Owner that if he/she does not make the payment in full, late charges will apply. Your assessment pays for your basic cable. Any Owner who is more than forty-five (45) days delinquent will have their cable turned off. It can only be turned back on when all of your assessments are paid in full, including a \$46.50 fee (subject to change) that Horry Telephone Cooperative will charge to turn cable off and back on.

If the assessments remain unpaid for sixty (60) days, the Property Owner's account will be brought before the Board of Directors and, with their approval, the account will go to the Association's Attorney for collections. The legal fees incurred will be the responsibility of the Property Owner.

If no payment is made, the Attorney will place a lien against the property, and it cannot be sold until the assessments, late fees, and legal fees are satisfied.

If the assessments and fees go unpaid for an extended period of time, the Board of Directors has the legal right to foreclose on a delinquent Property Owner, in which case the Association would then own the property.