

Amended 5/8/10

**OCEAN BREEZE LUXURY VILLAS
RULES AND REGULATIONS**

RULES AND REGULATIONS are designed to provide framework for community living to enhance the quality of life for ALL residents. All owners, guests and renters are responsible for compliance with these Rules and Regulations.

1. **Security** - It is the responsibility of each owner and tenant to notify the police (911 or 280-5511) or the Management Company (24-hours a day 7 days a week) at 249-8746 or 458-7593 of any suspicious activity or hazard of which they are aware.
2. **Fire Procedure** – In the event of fire immediately call the fire department at 911 – give them your unit number as well as the property name and address. Then leave your unit—be sure the door is closed but NOT LOCKED. Alert your neighbors of danger and use the nearest stairway to exit the building.
3. **Personal Use**. Use of the Residence is limited solely to the personal use of the Owners or as vacation rental property. Maximum occupancy of each unit shall be in accordance with local regulations. Use of the Residence for commercial purposes or any purposes other than the personal use described herein is expressly prohibited.
4. **Facilities**. The facilities shall be used only for the purposes for which they are intended. Owners shall treat the Property with respect and immediately report any accidents or problems regarding such to the Management Company.
5. **Swimming Pool - WARNING - SWIM AT YOUR OWN RISK**. This is a small pool so no lifeguard is on duty. The pool is open between the hours of 8 a.m. and 10 p.m. only ---Please do not allow any diapered babies in the pool at any time nor any pets.
- 6.. **Nuisances**. No nuisance shall be allowed within the Residence, nor any use or practice that is the source of annoyance to adjacent property owners. All parts of the Residence shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage shall be allowed to accumulate nor any fire hazard allowed to exist. No Owner shall permit any use of the Residence that will increase the cost of insurance upon the Residence.
7. **Fireworks** - The discharge of fireworks is **illegal** in North Myrtle Beach.

8. **Lawful Use.** No immoral, improper, offensive or unlawful use shall be made of the Residence, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed. The responsibility of meeting the requirements of governmental bodies for maintenance, modification or repair of the Residence shall be the same as the responsibility for the maintenance and repair of the property concerned.

9. **Leasing of the Residence.** Owners may rent or lease their units in accordance with local regulations.

10. **Signs.** No "For Sale" or "For Rent" signs or other displays or advertising shall be maintained on any part of the Residence except as permitted by the Board from time to time.

11 **Parking.** Trailers, oversized vehicles, commercial vehicles, recreational vehicles other than one golf cart per unit owner, buses, trucks with more than four (4) wheels, and boats shall not be stored overnight at the Residence. No repair of vehicles shall be made at the Residence. Vehicles are to be parked only in paved parking area. Owners will receive two parking stickers for 2 of their vehicles. If a golf cart is being parked in the parking facility, one owner parking sticker must be affixed to it. Guest parking passes will be provided to owners on a limited basis and rental companies. As space is limited, parking must be within the designated parking spaces – no angle-parking is permitted. Vehicles without owner or guest parking passes will have notices placed on them for 48 hours. If vehicles remain after 48 hours, the management company will have towed at owner or operator expense.

12. **Smoking.** All owners and/or occupants are encouraged to be considerate in their smoking in the Residence. Smoking is permitted in the common areas only in designated areas.

13. **Guests and Conduct of Children** - No children under the age of 18 years shall occupy any unit unless a parent or owner is in the residence at the same time. Parents are responsible for the conduct of their children at all times. Damage to common areas or personal property of other residents by children will be the responsibility of their parents.

14. **Antennas.** No antennas or satellite transmission receivers of any type designed to serve the Residence shall be allowed, except as may be provided by the Association.

15. **Decoration of Residence.** No Owner shall alter the décor on the exterior of a unit without the written permission by the HOA Board of Directors.

16. **Trash** - All residents are expected to share in the responsibility of maintaining clean grounds throughout the common areas. All trash, garbage, etc. shall be properly bagged and placed in the dumpster in the parking area.

17. **Noise**. No noise shall be produced by radios, televisions, musical instruments or otherwise that disturbs other owners within the Residence's neighborhood or their guests or invitees.

18. **Obstructions**. Sidewalks, entrances, driveways, passages, patios, courts, vestibules, stairways, corridors, halls and/or all other areas must be kept open and shall not be obstructed in any manner for emergency purposes. Rugs or mats, except those either permitted or placed by the Association, must not be placed outside of any doors.

19. **Pets** - Owners only may have pets in their units. Owners must leash their pets and clean up after them. Pets should never be left unattended. Owners are solely responsible for any damage or personal injury caused by their pet.

20. **Balconies**. Plants, pots, receptacles and other movable objects must not be kept, placed or maintained on ledges or balconies. No objects shall be hung from balconies or window sills. No cloth, clothing, rugs or mops shall be hung up or shaken from windows, doors or balconies. Owners shall not allow anything to be thrown or to fall from windows, doors, or balconies. There shall be no grilling on the balcony.

21. **Entry for Emergencies**. In case of emergency originating in or threatening the Residence, regardless of whether or not the Owner is present at the time of such emergency, the Board, the Management Company or any other person authorized by them, shall have the right to enter the Residence for the purpose of remedying or abating the cause of such emergency, and such right of entry shall be immediate. To facilitate entry into the Residence in the event of any such emergency, the Association or its designee shall be allowed to retain a key for the Residence.

22. **Plumbing**. Plumbing shall not be used for any other purpose than those for which it was constructed, and no sweepings, rubbish, rags or other foreign substances shall be deposited into plumbing. The cost of any damage resulting from misuse shall be borne by the Owner, Owner guest, or renter.

23. **Roof**. Owners are not permitted on the roof of the residence for any purpose without the express written approval of the Board or Management Company.

24. **Storage of Dangerous Items**. No Inflammable, combustible, or explosive fluid, chemical or substance, shall be kept at the Residence except as are required for normal household use.

25. **Employees/Agents control and Entry of Residence for Maintenance**
No owner shall direct, supervise, or in any manner attempt to assert any control over the employees of the Management Company or the Association. Employees. Agents of the Management Company shall be permitted to enter the Residence for maintenance and repairs during reasonable hours.

26. **Complaints.** Complaints regarding the operation of the Residence shall be made in writing first to the Management Company, as long as the Management Agreement remains in effect, and thereafter, to the Board.

27. **Payment of Maintenance Fees, Special Charges and Fines.**
Payment of maintenance fees, special charges, and fines shall be made at the office of the Management Company or at such other location as designated by the Management Company from time to time. Payments made in the form of checks shall be made to the order of such party as the Management Company shall designate.

28. **Weapons.** No explosives, firearms, or weapons of any kind shall be permitted at the Residence.

29. **Security.** Owners shall at all times lock and secure their unattended motor vehicles parked or located at the Residence, and they shall not leave any valuables in plain sight within or upon such vehicles. During their occupancy, Owners shall at all times lock and secure all doors, windows, balconies or other points of possible entry with respect to the Residence (except when any such point of entry is in use by Owners).

30. **Personal Items.** Neither the Management Company nor the Association shall be responsible for the safekeeping or protection of personal property brought to the Residence.

31. **Evacuation Orders.** In the event an emergency evacuation order is made by the appropriate state, county or other governmental authorities, whether voluntary or mandatory, the Association may implement an emergency plan in order to protect the Owners and the Residence. The emergency plan will be communicated to Owners staying at the Residence when implemented and may require that Owners vacate the Residence and find safer alternate accommodations at Owners' sole expense. All Owners must adhere to the Association's emergency plan when implemented.

32. **Modification of Rules and Regulations** - The Directors of the HOA shall reserve the right to modify or revoke existing rules and regulations and/or adopt additional rules and regulations from time to time as they may deem necessary for the safety of residents and guests, for the protection of the common areas, or to promote cleanliness and esthetics of the property, and to ensure the comfort of the occupants.