

# OCEAN PINES I

## RULES AND REGULATIONS

REVISION -- 2008

Please note: All questions and concerns must be  
Submitted to the Managing Agent **IN WRITING.**

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#### INTRODUCTION

As your elected Board for Ocean Pines I Home Owners' Association, we are charged by the Declaration of Covenants, Conditions, and Restrictions, Article VIII, Rights and Obligations of the Association as follows:

*"The Association, through its Board of Directors, may make and enforce reasonable rules and regulations governing the use of properties, which rules and regulations shall be consistent with their rights and duties established by this Declaration. Sanctions may include reasonable monetary fines, which shall constitute a lien upon the Owner's Residential Unit or Units and suspension of the right to vote and the right to use the Common Areas. In addition, the Board shall have the power to seek relief in any court for violations or to abate unreasonable disturbance. Imposition of sanctions shall be as provided in the By-Laws."*

Therefore, the Board of Directors has adopted the following Rules and Regulations based on our Covenants, Conditions, Restrictions, and By-Laws for the guidance of all "Residents" of Ocean Pines I. "Resident" shall mean all Owners, Tenants, and Guests. Any other person may be deemed a trespasser with respect to the Common Elements (pool, tennis court, common or limited common areas).

Any questions, suggestions, or complaints should be made to the Managing Agent **IN WRITING**. If the Managing Agent cannot provide satisfaction for a situation, the party shall be referred to the appropriate Committee or to the Board of Directors directly.

**The quality of life at Ocean Pines I is largely dependent upon the efforts made by each of us to observe the rules and show basic courtesy to our neighbors and work together to improve our Community.**

As of this date, and henceforth, these Rules and Regulations apply to all Residents and will be enforced by the Managing Agent and the Board of Directors.

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Board of Directors

Ocean Pines I Homeowners' Association, Inc.

Each Unit is hereby restricted to **RESIDENTIAL USE ONLY** and residents are expected to comply with these Rules and Regulations. Only rentals of thirty (30) days or more are permitted in conformity with the ordinances of the Town of Surfside Beach.

1. If a Unit is being rented, the Owner is required to provide a copy of the rental agreement to the Managing Agent within ten (10) days of the agreement being signed, as well as a signed copy of the Ocean Pines I Rental Addendum.
2. Upon rental, the Owner assigns all his/her rights to use the Unit and the amenities of Ocean Pines I (pool, tennis court, common and limited common areas) to the Renter.
3. Owners, and/or their Rental Agent, are required to provide the Renter with a copy of the Ocean Pines I Rules and Regulations and to make sure the Renter understands their responsibility to the Community.

### **ANNOYANCES**

Being thoughtful of our neighbors is essential in a multi-family Community. No Resident shall create or permit excessive noise, smoke or offensive odors. Noise from people, motor vehicles, honking horns, exercise equipment, televisions, stereos, musical instruments, laundry equipment, etc. should be kept at a minimum at all times and especially during the hours of 11:00 PM through 8:00 AM.

### **SWIMMING POOL**

1. Residents and guests are granted use of the pool, and are cautioned to swim at their own risk. **No lifeguard is on duty.**
2. **NO GLASS CONTAINERS OF ANY KIND ARE PERMITTED IN THE POOL AREA.** Any individual found with a glass container will be asked to immediately remove it from the pool area or be asked to leave. Should the pool have to be drained due to broken glass, the cost will be billed to the homeowner responsible.
3. Children fourteen (14) years or younger must be accompanied by an adult over the age of eighteen (18) at all times while in the pool area. Children in diapers are allowed in the pool **ONLY** wearing special "swimmer" diapers.
4. Rubber rafts and other such paraphernalia, except swimming aids, life vests, etc. are not allowed in the pool when the pool area is crowded.
5. Pool furniture shall stay inside the pool area and may not be reserved.

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6. The swimming pool area will be open only during the posted hours.
7. No pets of any kind will be allowed in the pool area.
8. Radios, CD players, television sets, etc. may be used on the pool deck area provided the volume level is such that it does not disturb others. It is recommended that earphones be used to minimize disturbance to others.
9. **There is no smoking allowed inside the pool gate.**
10. Anyone found to be under the influence of alcohol or other illegal substances will be asked to leave the area.
11. The current pool passes provided by the Managing Agent must be visible when inside the pool gates. Failure to do so will result in the individual being asked to leave the area.
12. No Unit can have more than 6 guests at the pool at the same time. Any owner inviting guests who live locally MUST accompany them to the pool. Any owner caught giving their pool key and pass to ANYONE not staying overnight in our complex will lose their pool privileges and may be fined.

## **TENNIS COURT**

1. The Tennis Court is available for use from 8:00 am until 10:00 pm.
2. The Tennis Court is on a first come, first served basis.
3. The Tennis Court is for the use of Residents of Ocean Pines I only.
4. Anyone under the age of fourteen (14) who wishes to use the Tennis Court must be accompanied by an adult over the age of eighteen (18) years old.
5. Court will be used for **tennis only**.
6. Shoes must be smooth, rubber soled tennis/court shoes that do not leave marks on the court.
7. Appropriate dress is required; men must wear shirts.
8. No glass containers allowed on the tennis court.
9. Place trash in receptacles before leaving.

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### PETS

1. In accordance with the Town of Surfside Ordinances:
  - a. **Owners must cleanup after their pets.** The Surfside Beach fine is about \$262.00 for not doing so.
  - b. **Pets are to be on a leash at all times when outside the home.** Again, the Surfside Beach fine is about \$262.00 if pets are allowed to run free.
2. Excessive noise from any pet, or other annoyances caused by a pet, may be cause for the Managing Agent, in writing, to demand removal of the pet from the property and/or impose fines.
3. Under special conditions, the Board may direct the Managing Agent to impose special conditions upon the Resident of a Unit regarding the keeping of a particular pet on the property.
4. The owner shall indemnify and hold harmless the Association, its officers and directors, against any loss or liability of any kind or character whatsoever arising from, related to, or growing out of the owner's animal(s).

### PARKING

1. There are two (2) parking spaces for each Unit. Please be considerate of your neighbors.
2. Acceptable vehicles (automobiles, motorcycles, golf carts, mopeds, small trucks) shall park only on the paved area in the parking lot in front of designated concrete bumpers.
3. Unacceptable vehicles such as, but not limited to, commercial vehicles, construction vehicles, motor homes, and trucks in excess of ¾ ton are not allowed to park in the parking lots.
4. No boats, pull trailers, travel trailers or campers may be maintained on the premises for a period in excess of forty-eight (48) hours.
5. No parking of any motor vehicle on the grass, common or limited common areas or easements with the exception of golf carts. Golf carts will be given a 24 hr. period to recharge batteries.
6. All vehicles parked in an Ocean Pines I parking lot must be legally registered and in drivable condition or may be subject to towing at the Owner's expense.

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7. Only Residents are to park in the parking lots. Any unauthorized vehicle may be towed at the Owner's expense.
8. Vehicle maintenance such as, but not limited to, changing oil, engine repair, body work, etc., will not be carried out on the premises.
9. There will be no skateboarding, rollerblading, roller skating, bike riding, etc. in the parking lots or walkways on the premises.

**PLEASE DO NOT PARK ON THE EASEMENTS ALONG 14<sup>TH</sup> AVENUE SOUTH, 15<sup>TH</sup> AVENUE SOUTH, HOLLYWOOD DRIVE SOUTH AND POPLAR DRIVE SOUTH.**

### EXTERIOR APPEARANCE

1. Each unit Owner shall maintain and use their unit in such a manner as to preserve the exterior appearance by keeping the Unit in good repair to include, but not be limited to, painting, replacement of rotten wood, cleaning wood and stucco of mildew, and cleaning patios.
2. The patios shall be used for enjoyment purposes only and shall not be used for hanging out laundry to dry either over the fencing, gates or on clotheslines. The patio shall not be used for the housing of pets.
3. All common areas should be kept free from any debris and are not to be used for storage of any kind, or for items to include, but not limited to, toys, bicycles, carriages, strollers, furniture, or other personal items.
4. All window treatments visible from the sidewalk must have white, or off-white linings.
5. All garbage must be placed in the provided dumpsters not along side them. If the dumpster in your area is full, please place your garbage in another dumpster. The same is true for recycle bins.
6. Front doors, gutters and downspouts must be the same color as your Unit.
7. Storm doors, windows and sliding glass door-frames may be brown, black, cream or bronze to coordinate with your Unit.
8. Exterior Paint Colors – Source:

Grand Strand Paint & Supply  
11530 #1 Hwy. 17 Bypass S.  
Murrells Inlet, SC 29576  
843-651-8572 or fax 843-651-8708

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Exterior Brown  
Pittsburgh Sun Proof  
Flat Acrylic Latex Base – 72-200

Exterior Grey  
Pittsburgh Sun Proof  
Flat Acrylic Latex Base – 72-150

Stucco  
Cream – Pittsburgh Sun Proof  
Stucco Base – 72-110

Roofing Shingles: Elk – Weathered Wood  
Owens Corning – Driftwood  
30 or 40 year warranty

### **ALTERATIONS**

If you would like to make alterations to your unit, you must first complete and submit an Architectural Application Review Form to the Board of Directors. In the event that the Board does not respond to your request within sixty (60) days after the plans and specifications have been submitted for approval, approval will not be required and will be deemed to have been fully complied with.

### **LANDSCAPING OF PRIVATE PROPERTY**

**End Units:** The area delineated by a straight line from your outer patio wall post which then makes a 90 degree turn and continues in a straight line to the outer patio wall post of your neighbor.

**Two Bedroom w/Loft Units:** The area between your gate wall and the wall of the unit adjoining your unit (where air conditioner is located) delineated by a straight line from wall post to wall post.

This property is your private property. Accordingly, you may plant any type of flower, plant or bush. Please be considerate of your neighbor and do not plant anything that will encroach on his/her property. No trees are allowed because of the roots interfering with the sewer and water lines.

Please exercise caution when planting in your area, as there may be Cable TV or telephone lines buried. In the event that you cut one of these lines, you will be responsible for the fee to have the line repaired.

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Following are a number of plants that you may wish to plant in these areas: Mexican Bush Sage, Rosemary, Lantana, Roses, Monkey Grass, Azalea Bush, Gardenia, any variety of annual flowers. If you wish to use any other plants, please contact the Board of Directors before doing so.

### **HAZARDS**

No resident shall permit to be brought into a unit or storage facility, propane gas, or any flammable oils or fluids such as gasoline, kerosene, or explosives, or articles deemed extra hazardous to life, limb or property.

The discharge of guns, slingshots, fireworks, and/or other type of noise making or explosive devices is expressly prohibited on any part of the property.

Outdoor grilling is permitted on your unit's patio, but not the balcony. Grilling apparatus is not to be left unattended.

### **SOLICITATIONS**

No solicitations are permitted without written permission from the Managing Agent.

### **RULE CHANGES**

The Board of 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.

### **VIOLATIONS**

Violators of the foregoing rules and regulations may be subject to fines, which shall be a special assessment against the Owner of the unit in addition to all other legal remedies. Said fine may be assessed repeatedly upon failure of the Owner to correct the infraction after written notice is given by the Managing Agent. Any fine levied shall be collected in the same manner as common assessments, and legal fees shall be recovered. NOTE: If the violator is a renter, the Owner will be held responsible for all fines and legal fees.

### **RIGHT OF APPEAL**

The Owner has the right of appeal by submitting **IN WRITING** a request for appeal within, but not less than ten (10) days, after notice of a violation by the Managing Agent in writing. This appeal will be considered by an Appeals Board appointed by the Board of Directors with no less



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than two (2) members, and a decision will be rendered in writing within thirty (30) days of such an appeal.

### FINES

Fines may be levied on Owners for any of the Rules and Regulations violated at \$25.00 per day, and at the end of thirty (30) days, if the violation has not been corrected or abated, the matter may be turned over to an attorney for collection. The fines will continue, and the Owner of the Unit will be responsible for all fines and attorney's fees until said violation has been corrected or abated.

Late fees for HOA dues will be \$25.00 per month, and at the end of 90 days, the violation will be turned over to an attorney for collection and shall result in a lien being placed against the Unit. In addition, Time Warner will be instructed to turn off the cable to the Unit and any disconnect/reconnect fees will also have to be collected by the attorney before the cable can be turned back on.

**IF YOU HAVE ANY QUESTIONS OR CONCERNS  
REGARDING THESE RULES AND REGULATIONS,  
PLEASE CONTACT THE MANAGING AGENT IN WRITING.**