

**SEASIDE PLANTATION PROPERTY OWNER'S ASSOCIATION, INC
RULES AND REGULATIONS**

A STYLE OF LIVING

By purchasing a residence in Seaside Plantation, you have become a member of the SEASIDE PLANTATION PROPERTY OWNER'S ASSOCIATION, INC and will remain so 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 for which you are responsible.

Below is an updated set of rules, regulations, and fine policy as approved by the Association Board of Directors on August 29, 2006. The rules and regulations have been updated to reflect the functions of the Board of Directors (Board) of the Association and the Architectural Review Board of the Association (ARB). In many cases this has been accomplished by replacing the word "Declarant" (referring to the developer) in the regulation. Some of the rules and regulations reflect updates and changes made to clarify and improve the regulation itself. In all cases where appropriate, the basis for the regulation is stated in parentheses after the heading.

The Architectural Review Board (ARB) is a committee established by the Board and as such is delegated authority for architectural review items. Any member of the association may formally appeal in writing any actions of the ARB or by any Committee established by the Board to the Board for review. If any part of these rules is in conflict with prior rules or covenants these rules are to supercede any prior rules and are primary and in force.

Violations of the Rules & Regulations are subject to monetary fines and / or other penalties; these fines and penalties are specified in the regulations and / or can be applied from the schedule of penalties included as paragraph 36 at the discretion of the Board.

1. **Land Use and Building Type** (Article VII Section 1) No lot shall be used except for private single-family residential purposes; provided, however, that nothing herein shall prevent any lot owner from conducting ordinary sales efforts to sell his house or lot.

2. **Signs** (Article VII Section 2) No sign of any kind shall be displayed to public view on a lot or the common properties without the prior written approval of the ARB or Board, including signs advertising a property for sale or rent. Provided however, temporary signs, approved by the ARB, advertising financing or construction services may be displayed during actual construction of improvements or for six (6) months, whichever is shorter. No sign shall exceed two (2) feet in width or two (2) feet in height and be placed in an area of the property at least twenty-five feet from any neighboring property. Agency for sale or for sale by owner signs will be permitted with the following restrictions: no sign shall exceed two (2) feet in width or two (2) feet in height, signs shall be placed in the center of the property from side-to-side and in an area of the property at least twenty-five feet from any neighboring property whenever possible. Signs will be of a uniform type approved by the ARB (a blue background, white lettering and the Seaside logo on the top), signs are limited to one per property, information on for sale signs shall be limited to "For Sale," the agency name, realtor's name, a phone number, and a web address. Signs shall not be in place on any property for more than six (6) months in any calendar year. Requests for additional

SEASIDE PLANTATION PROPERTY OWNER'S ASSOCIATION, INC
RULES AND REGULATIONS

signs and or extensions to the time limits for display of signs may be requested through the ARB and will be reviewed and decided on a case-by-case basis.

3. **Dwelling Specifications** (Article VII Section 3). No dwelling shall be erected on any lot unless its plans and specifications have been approved by ARB and unless it contains no less than 1800 total square feet of Heated Living Space with a minimum of 1400 square feet of heated living space on the first floor. The ARB may refuse to approve plans and specifications at their sole discretion for any reason including, but not limited to aesthetic reasons. No mobile home, trailer, or temporary structure, nor any dwelling built with modular construction shall be allowed on any lot within the subdivision. This prohibition does not prevent the daily transient use of construction trailers by contractors.
4. **Nuisance** (Article VII Section 4). No noxious or offensive activity shall be carried on upon any lot or common properties, nor shall anything be done thereon which in the sole judgment of the ARB or Board of Directors may be or become an annoyance or nuisance to the neighborhood.
5. **Animals** (Article VII Section 5). No animals, livestock or poultry of any kind shall be kept or maintained on any lot or in any dwelling, except that no more than two (2) household pets (including no more than one (1) dog and one (1) cat or two (2) cats or two (2) dogs) may be kept or maintained provided that they are not kept for commercial purposes and provided further, that they shall not constitute a nuisance or cause any unsanitary conditions. No dogs, cats and other household pets shall be permitted In the common properties except those belonging to members and their house guests, subject to the rules and regulations of the Association, and only if control of such pets is maintained by leashes,
6. **Resubdivision** (Article VII Section 6). No lot shall be subdivided or reduced in size, nor any lot lines altered without the prior written consent of the Board. In the event any owner combines two (2) or more adjoining lots to create one lot for the construction of a single residence thereon, from that date forward the resulting lot may not be subdivided or its boundaries changed without the written consent of Board. However, no such combination of lots shall be allowed without the express written consent of ARB.

No residence or building, including porches and projections of any kind, shall be erected so as to extend beyond, over or across the setback lines shown on the recorded plat of the subdivision, which includes that particular lot.
7. **Temporary Structures** (Article VII Section 7). No structure of a temporary nature shall be erected on or allowed to remain on any lot without written permission for the same by the ARB or the Board.
8. **Vehicle Storage** (Article VII Section 8). No inoperative or unlicensed vehicle or vehicle in a state of noticeable disrepair shall be kept or stored upon any lot or common property nor may any repair work be done to any motor vehicle, boat or trailer except for very minor repair work requiring less than one day's work.
9. **Water and Sewer Systems** (Article VII Section 9). No individual water or sewer system shall be

SEASIDE PLANTATION PROPERTY OWNER'S ASSOCIATION, INC
RULES AND REGULATIONS

installed on any lot and each lot must be connected to a public water and/or sewer system if it is available to the lot. Nothing herein shall be construed so as to prevent the construction and operation of a well for lawn Irrigation purposes; such wells must be approved by the ARB prior to installation.

10. **Outside Antennas** (Article VII Section 10). No outside radio antenna, satellite dish or television antenna shall be erected on the lots or structures unless and until approved by the ARB in writing. ARB may withhold such approval for any reason, including, but not limited to, purely aesthetic reasons.
- a. In accordance with the Federal Communications Commission rules governing Over-the-Air Reception devices, members may install Satellite Dishes ("Dish") that are one meter or less in diameter. One meter is equal to 39.37 inches, and "diameter" is the distance measured at the widest part of the Dish.
 - b. Members may not install a Dish on any common area. Each Dish must be installed on a member's exclusive use area only. The Dish should be screened from view and/or camouflaged (painted to blend with the background) when possible. Each Dish shall be placed in the first of the following locations that allows reception of a signal of acceptable quality without unreasonably increasing the cost of unreasonably delaying the installation:
 - i. Ground level in the rear of the property in a way that the Dish is minimally visible from the front of the dwelling or any street. The Dish should be screened or decorated with natural landscaping whenever possible.
 - ii. The Dish may be attached to the roof of the home with its highest point below the peak of the roofline so that the Dish is minimally visible from the front of the dwelling or any street. The Dish should be painted to match the roof color.
 - iii. At the side of the property in a way that will minimize the view of the Dish from the any street and the front of the dwelling and screened or decorated with natural landscaping and painted to blend into the background as approved by the ARB
 - iv. In the front of the property screened to hide the dish with plantings or decorations as approved by the ARB.
 - c. The Dish, and other associated devices including wires, and cables shall be reasonably concealed and compatible with the color and materials of the home and installed in a way that does not adversely affect the safety of others or interfere with the reception of other receiving devices within the neighborhood.
 - d. The member shall be responsible for the maintenance of the Dish installed by the member or on the member's property. Maintenance and repair shall include, but not be limited to:
 - i. Reattachment or removal within 72 hours of dislodgement from its original point of installation.
 - ii. Repainting or replacement, if for any reason the exterior surface of the dish becomes worn, disfigured or deteriorated, providing that repainting does not interfere with an acceptable signal quality.
 - iii. Repair or replacement, if for any reason the Dish no longer retains its original condition.
 - iv. Repair or replacement to prevent the Dish from becoming a safety hazard.

SEASIDE PLANTATION PROPERTY OWNER'S ASSOCIATION, INC
RULES AND REGULATIONS

11. **Clothes Drying** (Article VII Section 11). No drying or airing of any clothing or bedding shall be permitted outdoors on the lots or houses or over deck railings of any dwelling.

12. **Completion of Construction** (Article VII Section 12). The exterior of all houses and other structures must be completed within six (6) months after the construction of the same shall have commenced, except where such completion is impossible or would result in great hardship to the owner or builder due to strikes, fires, national emergency or natural calamities. Determination of hardship shall be solely based on the judgment of the Board of Directors on a case-by-case basis. Any hardship claim must be made in writing to the Board of Directors before the six (6) month construction period expires. The House or other structures may not be temporarily or permanently occupied until the exteriors thereof have been completed and the applicable governmental authority has permitted such occupancy. During the continuance of construction, the owner shall require the contractor to maintain the lot in a reasonably clean and uncluttered condition. The owner shall cause the contractor to immediately remove all equipment and tools and shall require that all landscaping be completed within ninety (90) days of the exterior completion of house and other structures. Nothing contained herein shall preclude a builder of speculative homes from leaving floors, countertops and wall coverings unfinished until sold. Failure to comply with the provisions of this Section shall result in the owner paying a fee to the Association of \$100.00 per day for each day of violation.

13. **Prohibited Work** (Article VII Section 13). No owner shall do any work which would jeopardize the soundness and safety of the Property, reduce the value thereof or impair any easement or hereditament without, in every such case, unanimous written consent of all other property owners affected being first obtained.

14. **Rebuilding Requirement** (Article VII Section 14). Any dwelling or other structure on any lot which may be destroyed in whole or in part by fire, windstorm or by any other cause or act of God must be rebuilt or all debris removed and the lot restored to a natural condition with reasonable promptness, provided, however, that in no event shall such debris remain longer than three (3) months. Rebuilding shall begin within four (4) months of the loss and be completed within nine (9) months of commencement, except where such completion is impossible or would result in great hardship to the owner or builder due to strikes, fires, national emergency or natural calamities. Determination of hardship shall be solely based on the judgment of the Board of Directors on a case-by-case basis. Any hardship claim must be made in writing to the Board of Directors within or prior to the month the completion period being appealed expires. Appeals should be brought to the Board of Directors as soon as soon as reasonable possible after the cause of the hardship is identified. Failure to comply with the provisions of this Section shall result in the owner paying a fee to the Association of \$100.00 per day for each day of violation.

15. **Repairing Requirement** (Article VII Section 15) Each owner shall, at his sole cost and expense, repair his residence, keeping the same in a good condition comparable to the condition of such residence at the time of its initial construction, excepting only normal wear and tear

16. **Elevation and Drainage Changes** (Article VII Section 16) No changes in the elevation, topography or drainage characteristics of any lot within the Subdivision shall be made without the prior written approval of the ARB or the Board nor shall any fill be used to extend any property

**SEASIDE PLANTATION PROPERTY OWNER'S ASSOCIATION, INC
RULES AND REGULATIONS**

beyond any water line of any waterfront lot.

17. **Oil and Mining Operations** (Article VII Section 17). No oil drilling, oil development operations, mining operations of any kind, including exploration, shall be permitted upon any lot nor shall oil wells, tanks, tunnels, mineral excavations or the construction of mining shafts be permitted upon any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot,
18. **Lighting** (Article VII Section 18). No mercury vapor or similar lights which are situate upon poles similar to street lights shall be permitted on any lot without the prior written consent of the ARB or the Board which may decline such consent in its sole discretion and may, but shall not be obligated to, consider the wishes of adjoining lot owners.
19. **Tree Removal** (Article VII Section 19). No trees or bushes of any kind having a diameter of four (4) inches or more (measured at a point two (2) feet above the ground level) shall be removed from any lot without the express written authorization of the ARB or the Board of Directors. The Association shall further have the authority to require any owner removing a tree in violation of this provision to replace it at the owner's cost.
20. **Garbage Disposal** (Section VII Section 20). Each owner shall provide garbage receptacles or similar facilities in accordance, with reasonable standards established by the City of North Myrtle Beach; or County of Horry and/or the Association, which shall be visible from the streets on garbage pick-up days only. No garbage or trash incinerator shall be permitted upon the premises. No burning, burying or other disposal of garbage or trash on any lot or within the Subdivision shall be permitted.
21. **Certain Vehicles Prohibited from Lots** (Article VII Section 21). No tractor trailers or mobile homes, motorcycles, campers, RV's or other habitable motor vehicles of any kind, whether self-propelled or not, school buses, large commercial vehicles, boat trailers, or boats shall be kept, stored or parked overnight on any lot, common properties or street within the Subdivision, except that the storage of motorcycles, boat trailers and boats is permitted if inside a closed garage or if adequately screened from view. Screening must be approved in writing by the ARB prior to use. Resident owners may temporarily park personally owned and licensed RVs and boats in their home's driveway overnight during the loading process before use and during the unloading process after use. Overnight on street parking by an RV shall not interfere with traffic flow and is not allowed without a permit to be issued by the Association Manager or their designated agent.
22. **Discharge of Firearms** (Article VII Section 22) No one shall discharge any firearms within the Subdivision.
23. **Discharge of Hazardous Materials** (Article VII Section 23). No one shall release, discharge, dispose of or allow to escape onto lots, common areas, lake(s), pond(s) or nearby wetlands any oils, petroleum products, alcohol, paints or other hazardous substances.
24. **Altering Lakes and Wetlands Prohibited** (Article VII Section 24). No owner of a lot adjoining

SEASIDE PLANTATION PROPERTY OWNER'S ASSOCIATION, INC
RULES AND REGULATIONS

any lake(s), pond(s) or other wetland on the property shall dredge or otherwise alter the wetlands without the Board's written permission and approval from all required governmental and regulatory agencies.

25. **Mailboxes** (Article VII Section 25:). All mailboxes or other receptacles for receiving newspapers, mail and other communications shall be uniform throughout the Subdivision and must be acquired through the Association. Except that the property owner may replacements or repair existing receptacles and posts so long as the replacements and repairs result in a mailbox that is essentially identical to the original approved mailbox and post.

26. **Fences** (Article VII Section 26). No fence shall be built that is solid for more than three (3') feet above normal grade, nor shall any fence be taller than six (6') feet. All fences shall allow at least fifty-percent (50%) visibility for the portion of the fence more than three (3') feet from grade. Any deviation from the above fence restriction must be approved in writing by the ARB.

27. **Garage Doors** (Article VII Section 27). All owners of houses with garage doors visible from any street shall make all efforts to keep the garage doors closed.

28. **Parking and Garages** (Article VII Section 28). No owner shall park, or allow to be parked, autos or other vehicles on the yards or other non-driveway portions of a lot. Autos and other vehicles shall not be parked on the streets except when temporary visitors require such parking. Each house shall have an enclosed garage with garage doors, which can be opened for parking vehicles. Each house shall provide a paved concrete driveway and concrete off-street parking for at least (2) automobiles. Overnight street parking is prohibited throughout the development without a permit. The Association will issue permits for guest parking for up to seven (7) nights. Vehicles without valid permits are subject to tow and impoundment. Towing and storage costs are the responsibility of the vehicle owner. Owners may be held responsible for their guest's parking violations.

29. **Sidewalks** (Article VII Section 29). During the construction of each dwelling house on the - Property, the owner shall construct, at its sole expense, a sidewalk along the front of the lot, said sidewalk to meet the following criteria:
 - a. The sidewalk shall run the entire width of the lot from lot line to lot line, with appropriate transitional breaks for driveways or other paved sidewalks;
 - b. The sidewalk shall be a uniform width of five (5) feet with a uniform depth of four (4) inches on top of a suitable base or sub-grade;
 - c. The sidewalk shall be constructed of 3000 p.s.i. concrete with appropriate expansion joints or other similar features approved by the ARB;
 - d. The sidewalks shall be constructed within the street right-of-way in a location approved by the Architectural Review Board.

30. **Special Hazards (Article VII Section 30)**. Each owner accepts and assumes all the risks and hazards of ownership or occupancy attendant to the ownership of such lot, including, but not limited to, its proximity to any common properties or bodies of water. Specifically, the Association does hereby disclaim any and all liability for any property damage or personal injury resulting

**SEASIDE PLANTATION PROPERTY OWNER'S ASSOCIATION, INC
RULES AND REGULATIONS**

from erosion along the bank of any lake or bodies of water, and all ditches, streams, waterways, lakes, lagoons or other bodies of water located in the Subdivision or adjacent to the Subdivision.

31. Additional Restrictions on Lakes and Drainage Areas (Article VII Section 31):

- a. All boating and swimming activities in lakes and lagoons shall be prohibited without the consent of the Board of Directors of the Association
- b. No owner other than Association, may pump water from, add water to, drain or in any other way interfere with the water in the lake(s) and drainage areas on the Property. All owners of lots adjacent to the lake(s) shall properly maintain the lakefront on his lot including, but not limited to, keeping underbrush, grass and other plants cut and neat, No such owner shall dig or dredge to enlarge the lake, or fill to reduce the size of the lake. In the event any such owner fails to comply with this paragraph the Association may enter upon his lot and perform the owner's duties, and, the owner shall be responsible to the Association for all costs associated therewith.
- c. No docks or other similar structures may be built on, above or adjacent to the Lake without the, express written consent of the Board, which may refuse such permission for any reason.
- d. All purchasers of lots adjoining lakes or any drainage features assume all hazards and risks normally associated with water and water action including, but not limited to, the hazards of children, animals and property.

32. Reservation of Easements (Article VII Section 32). In addition to those easements granted elsewhere in the. Declaration of Covenants and Restrictions, as well as those easements shown on the Subdivision Plat, and not as any limitation thereof, a perpetual, alienable and transferable right and utility and drainage easement on each lot is hereby reserved by the Association for itself and its agents, devisees, successors and assigns, along, over, under and upon the lots and Common Properties subject to this declaration; provided, however, that:

- a. No utility easement shall run across any portion of the lots or other property which is covered, by an existing building or structure or across any areas for which written approvals to construct a building thereon have been obtained;
- b. Such easements or installation of utilities therein or thereon shall be maintained, in as attractive manner as is reasonably feasible,;
- c. The Association, without obligation, reserves the right to transfer any such utilities and easements, in whole or in part, which it may own to the Association, at which time the Association shall be responsible for and have the obligation to operate and maintain such utility easements,
- d. The Association, without obligation, reserves the right to transfer such utilities and utility easements, and easements of access to such utilities and utility easements, in whole or in part, to another entity, whether public or private, which shall undertake to provide such utility service.

The purpose of these easements shall be to provide, install, maintain, construct and operate drainage facilities, now or in the future and utility service lines, including, but not limited to, water,

SEASIDE PLANTATION PROPERTY OWNER'S ASSOCIATION, INC
RULES AND REGULATIONS

sewer, power, gas, cable television and telephone service to or from each lot or other Property. Such easements may be granted or accepted by the Association, its successors and assigns, or by the Board of Directors of the Association after such easements inure to the benefit of the Association provided herein. Within these easements, no structures, planting or other materials shall be placed or permitted to remain which may damage or interfere with installation or maintenance of utilities or which may change the direction or flow of drainage channels in such easements. For the purpose of this Section, the Declaration reserves the right to modify or extinguish the easements herein reserved. The easements herein reserved shall be for the use of the Association, utility companies and public agencies used in connection with development of the Subdivision. In addition, the Property shall be subject to a non exclusive easement in favor of Association for construction of improvements on the lots, before their conveyance to a purchaser, and Common Properties including any added by annexation, for storage of equipment and/or materials, for ingress and egress and for exhibition, lease and sale of such improvements. There is further reserved for the benefit of the Association and their respective successors and assigns, the alienable, transferable and perpetual right and easement, as well as the power to grant and accept easements to and from any public or private authority, agency, public service district, public or private utility or other person upon, over under and across

- a. All of the Common Properties.
- b. An area across every lot that is not covered by an existing building or over any area, which would not prohibit the future, ability to develop such lot.

Such easements may be granted or accepted by the Association, its successors and assigns, or by the Board of Directors of the Association; provided, however, that for so long as the Declarant, owns any portion of the Common Properties or owns any lot primarily for the purpose of sale the Board of Directors must obtain the written consent of the Declarant prior to granting or accepting any such easements.

33. **Mutual Easements** (Article V11 Section 33). There shall be appurtenant to, each lot a non-exclusive easement for the use of all pipes, wires, cables, conduits, utility lines, flues and ducts serving the improvements thereon and situated upon any other lot or the streets or other Common Properties. Each lot shall be subject to an easement, in favor of other lots for use of all pipes, wires; cables, conduits, utility lines, flues, and ducts situated on or across such lot and serving other lots. In easements and Assessments set forth herein, each owner, his lessees and guests, shall have, a non-exclusive easement and right to use the areas designated as bridges, paths, streets, roads, walkways and systems to travel to and from his lot and to and from the Common Properties, and a right and easement of enjoyment in and to the Common Properties. All such easements shall be appurtenant to and shall pass with the title to each lot.
34. **Rental Restrictions** (Article VII Section 34). No improvement or any part thereof located on a lot within the Subdivision shall be rented, leased or otherwise conveyed for weekly or short-term rentals. The purpose of this paragraph for short-term rental shall mean any use for a period less than one year.
35. **Interval ownership** (Article VII Section 35). No improvement or any part thereof on any lot shall be sold or leased under timeshare or interval ownership plan, whether by conveyance of deed, lease, right to use, or otherwise.

SEASIDE PLANTATION PROPERTY OWNER'S ASSOCIATION, INC
RULES AND REGULATIONS

36. **Fine policy** (10/8/2004). Members violating the community's governing documents will be served written notice describing the nature of the violation and the penalty fine to be imposed. In the absence of or addition to other specific penalties, the following penalties may be applied by the Board of Directors:
- a. If the violation is cured within a 10-day period, imposition of sanctions is to be suspended.
 - b. If a written appeal is received from the member in violation within the 10-day period, the Board of Directors shall be notified to review the facts and findings for any grounds for possible reconsideration.
 - c. A fine of \$50 shall be charged to the members account for the first violation of the governing documents; a fine of \$75 shall be charged to the members account for a second or uncorrected violation of the same restriction; and a fine of \$100 per week shall be charged to the members account if the violation is not corrected within the stated timeframe noted in the second notice.
 - d. Further efforts to secure compliance with the Association's requests on those accounts, which have not responded to prior efforts after two (2) written notices, may include action by legal counsel at the direction of the Board of Directors. Specific options may include personal money judgment, rental income receivership, foreclosure (judicial or non-judicial) and referral to a collection agency.
 - e. The Association may elect to enforce any provision by self-help including, but not limited to, the towing of vehicles that are in violation, by suit at law or in equity to enjoin any violation or to recover monetary damages or both without the necessity of compliance with the notice and hearing procedure set forth above. In any such action, to the maximum extent permissible, the owner or occupant responsible for the violation of which abatement is sought shall pay all costs, including reasonable attorneys' fees actually incurred.