



**LITTLE RIVER RESORT HOMEOWNERS ASSOCIATION, INC.**

**4454 Little River Inn Lane**

**Little River, SC 29566**

**RULES AND REGULATIONS**

**Revised and Adopted October, 27 2012**

Condominium living is a new and different experience for many of us and requires an understanding of its operation. With everyone's cooperation, all may enjoy the advantages of condominium living.

In order to create a congenial and dignified residential atmosphere, your Board of Directors has adopted these Rules and Regulations for the guidance of all owners, their families, guests and tenants. In general, the Rules are not original with us, but are the result of our experience and the experience of other condominiums. These Rules and Regulations may not please everyone entirely nor were they designed to satisfy individual personal desires. From our experiences, they will meet the approval of a large majority of owners, and this is the only means of achieving success in condominium living.

Any questions, suggestions or complaints should be made to the Managing Agent (Gold Crown Management, Inc.), in writing. If the Managing Agent cannot resolve them for you, they will refer them to the Board of Directors.

It is hoped that we may have the understanding and cooperation of all owners, guests and tenants in order that we may all enjoy the benefits of condominium living to the fullest.

The Board of Directors  
Little River Resort Homeowners Association, Inc.

**GENERAL MAINTENANCE AND USE**

Each resident shall maintain and use his/her dwelling in such a manner as to not create a fire hazard to others and so as to preserve the exterior appearance of the dwelling.

Each owner is responsible for the proper conduct of family, guests, tenants, and service personnel and should take steps to be certain that the Rules and Regulations are understood and observed.

**RENTERS**

Owners are responsible for their tenant's compliance with the Rules and Regulations of the Association.

Any violation of the Rules and Regulations will be the responsibility of the unit owner. All renters should be advised of, and given a copy of, and requested to comply with the Rules and Regulations.

**FIRE PROCEDURES**

If a fire is discovered in any unit, please do the following:

- A. From a safe location immediately call the Fire Department (911) and tell the dispatcher the building number, building location, floor and unit number.
- B. Leave your unit **unlocked** and close the door.
- C. Alert the other occupants in your building.

## SAFETY AND SECURITY

### **FOR EMERGENCIES CALL 911**

Security is the responsibility of each and every one of us. Depending upon the nature of the situation, owners or tenants are requested to notify either the Security Officer on duty or the County Police (843-248-1520). The Association should also be notified through Gold Crown Management (843-445-6007), if it is a situation that needs to be monitored.

Managing Agent: Gold Crown Management, Inc.

24 Hour answering service---843-445-6007

NOTE: When utilizing the Gold Crown Management, 24-Hour answering service, please leave your **ASSOCIATION NAME, UNIT NUMBER, YOUR NAME AND PHONE NUMBER**, along with a brief description of the reason for calling, i.e., noise complaint, leak, trespassers, late night pool parties, etc.

Being thoughtful of one's neighbor is essential in a multifamily community. Noise becomes an annoyance during certain hours of the day, such as early morning or late evening, when most people are resting. Therefore, excessively disturbing noises in dwellings, which interfere with the rights and comforts, or other conveniences of neighbors, are to be avoided. Noise from televisions, stereo equipment, musical instruments, motor vehicles, and people should be kept at a minimum at all times and especially during the hours of 10:00 p.m. through 8:00 a.m.

As required by the Master Deed each owner shall deposit a current key to their unit for the Association's use in case of emergency or maintenance required in the unit (see Article XVII-Right of Entry into Apartments in Emergencies).

### **Lockouts**

Renters and guests who lock themselves out of their unit must have the phone number of the Realtor managing the property. The Association doesn't know who should and should not be in a unit and will not unlock a door for obvious security reasons. The responsibility rests with the Realtor. Night phone numbers of where your Realtor can be reached should be made available to your renters and guests for just such an emergency. If your lock is changed, please make sure the Administrative Assistant is given two (2) new keys with your unit number stamped on them. The HOA needs current keys to all units, for maintenance and especially for emergency purposes.

## **Fire Extinguisher / Smoke Detector**

Each homeowner is required to furnish and maintain a fire extinguisher in his/her unit at all times. Please check the fire extinguisher a minimum of once a year to make sure it is in working order. If it is used or stolen, you or your rental agent must replace the item immediately. Each homeowner is also required to furnish a smoke detector, keep it in good working order and it must not be disabled or disconnected.

## **Barbeque Grills**

Grilling and barbequing of any type (gas, electric or charcoal) on balconies, patios or grassy areas is strictly prohibited; including storage of said equipment and supplies whether it is used or not. This is a violation of County Fire Codes and Insurance Regulations. There are eight (8) BBQ areas provided by the HOA for all to use.

## **Fireworks / Firearms**

The use of any type of fireworks is strictly prohibited. The discharge of firearms, including BB guns and air rifles is forbidden on the property at all times.

## **Children**

Reasonable supervision of children by an adult must be exercised at all times when children are playing on the grounds or using the swimming pool facilities. Climbing of trees on the common property is strictly prohibited. Damage to the common areas, limited common areas, or personal property of other residents or guests by children will be the responsibility of the owner.

## **Swimming Pools / Spa**

The pools are subject to the following general regulations. The pool area has appropriate signage indicating the hours of operation and any special regulations relative to the specific pool operation. Please refer to the signs.

- Use of the facilities is limited to residents and resident's guests of Little River Inn HOA (A key is required to gain admittance). The pool opens at 9:00 am and closes at 10:00 pm.
- Bottles, glasses or glass objects will not be permitted in the swimming pool or pool deck area at any time. Broken glass can cause serious injury. If glass should fall into the swimming pool, the result will be the closing of the pool for an extended period of time for draining and cleaning (all costs will be assessed to the homeowner (s)). For everyone's safety, it is requested that the Manager be notified immediately should any glass objects be seen in the pool area.
- The pools are cleaned daily in the early morning hours, at which time the pool and surrounding areas remain closed, it is done at this time to avoid interfering

with normal usage. From time to time, it may be necessary to close the pool without prior notice to do some maintenance work.

- All children under the age of 16 must be accompanied by an adult during the child's entire stay in the pool area. No one under the age of 18 may supervise younger children.
- Proper attire is required at all times. Only bathing suits are suitable for the water (other materials can release strings causing severe damage to the filtration system). Diapered children are not allowed in the swimming pool at any time (Appropriate "swimmies" are permitted).
- Portable (battery powered) radios, record players or television sets may be played in the pool deck areas provided they are played at a low volume so as not to disturb others.
- Running and excessive noise at the pool deck areas will not be permitted at any time. This conduct is dangerous and annoying to other residents. This rule will be strictly enforced.
- At no time are pets permitted in the pool or pool area (this is also a South Carolina DHEC law).
- Pneumatic floats or other paraphernalia of similar nature, except for safety swimming devices, are not permitted in the pool area.
- Diving is strictly prohibited in any portion of the swimming pool.
- No Lifeguard is on duty. All Owners, residents and guests are cautioned that they are using the swimming pool, its equipment and facilities at their OWN RISK. The Little River Inn HOA assumes no liability for personal injury and neither is it responsible for the loss of personal property of Owners, residents and/or their guests.
- In case of an emergency, the emergency phone is located on the pool house facility. Please do not use phone for any purpose other than emergency.
- A maximum of six (6) people at the pool from each unit will be permitted, at any one time. If a family gathering or birthday party, etc. is planned and you expect to exceed the allowable maximum, please contact the Manager for Board approval on number and dates.
- Pool furniture is to remain in the pool area, please do not take any items to be used in other areas of the complex.
- Please close pool gates upon entering and leaving the pool area.

- Vandalism in the pool area cannot be tolerated and will be prosecuted to the full extent of the law in addition to imposing fines.
- Any violation of the pool facilities' rules may result in the loss of pool facility use as well as imposing a fine.

### General Rules for Common Areas

Vandalism – Anyone observed destroying or tampering with HOA property would be subject to prosecution and liable for all damages. Please notify the Managing Agent if you witness any vandalism. If the perpetrator is not apprehended, all costs for repairs will be paid out of HOA funds.

### Parking and Vehicles

- There are no assigned parking spaces.
- Unregistered, expired license plates, abandoned or inoperable vehicles are not permitted in the parking area and will be towed at owner's expense.
- Vehicles must be parked in spaces provided.
- No parking on grass, curbs, blocking dumpsters, handicapped parking spaces (without proper identification), too close to other parked vehicles, or in No Parking zones.
- Vehicle may occupy only one (1) parking space, larger vehicles not permitted.
- No vehicle repairs, except for minor emergencies such as changing a tire, replacement of a cracked or shattered windshield or jump starting a battery, are allowed in the parking lot. No repairs can be made by driving a vehicle up on the sidewalk or lawn area. No oil changes will be performed on the premises.
- Any vehicle not in good repair causing fluids leaking onto parking lot surface will be asked NOT to park in the Little River Inn parking lot. The unit owner will be billed for any necessary repairs to the parking area and / or clean-up.
- Trailers, jet skis, boats, campers, motor homes, motorcycles, mopeds, scooters, and commercial vehicles are not allowed on Association property, unless approved by the Board of Directors.
- Vehicle owners are responsible for any damage caused to common areas and / or other parked vehicles.

- As a security measure, the Association recommends that all vehicles be locked while on the Association property. The Association is NOT responsible for any damage or loss.
- Vehicles illegally parked will be towed at vehicle owner's expense, after notification.

**Speed Limit – Please drive slowly and obey the stop signs posted as there may be small children crossing parking areas as well as folks walking and jogging. Maximum Speed limit is posted as 15 m.p.h. Anyone using excessive speed will be reported to the local authorities.**

### **Garbage / Trash**

- All garbage/trash must be brought up and placed in the dumpster (Key required) located on the front of the property.
- Do not leave any garbage or trash on or under stairwells, patios, balconies or around dumpster. Do not leave any trash of any type in the mailbox areas, private areas, or any common areas.
- No articles larger than household garbage are to be placed in the dumpster. Furniture, mattresses, building materials, cardboard boxes, carpeting, appliances, drapery/blinds hardware, golf clubs, etc. are not be placed in the dumpster or left outside the dumpster. All such trash must be disposed of by the resident by transferring it to the recycle center located on highway 90 or on highway 9.

### **Pets**

**Under no CIRCUMSTANCES are renters or personal guests of the homeowner allowed to have pets of any kind in the unit or on Association property without homeowner's written permission, based on the final decision of the Board of Directors.**

### **Pet Rules:**

- Owners, Renters (upon written permission of Owner and final approval of the Board of Directors) will be allowed to have only two household pets in their unit or on the premises. Furthermore, only, dogs or cats or birds are allowed. The Board can approve exceptions for short term guests.
- Renters are not permitted to keep pets at all, unless they have first obtained written permission from the Owner and final approval from the Board of Directors of the Association. There will be no exception to these rules for anyone.
- No reptiles, rats, exotic, or wild animals are allowed.

- Pet owners and their guests must keep their pets on a leash (with leash and with a cleanup bag in hand) and under direct control and supervision of their owner at all times while on common property. Animals are NOT allowed to run free. Animal control will be called to pick-up animals running free.
- All residents must clean up the feces deposited by their pet. Do not allow your pet to relieve themselves directly on the exterior patio or porches.
- Tying and/or chaining pets to the exterior of any building, tree, etc, are not permitted. It is prohibited to insert stakes or similar objects into the ground or any building and leash your dog to it.
- Pets may not be locked out on the patios or balconies at any time.
- No food or water is to be left for pets outside the unit or in any common area or limited common area (patio). Any such container will be removed and discarded.
- Do not feed feral animals as they may be rabid. Call the Managing Agent to have them removed.
- Springing traps set to catch feral animals will be prosecuted to the full extent of the law.

### **Tennis Courts**

To be used for tennis only (key is required). No other activities are permitted (roller-skating, bicycling, skate boarding, exercising of pets, etc.). Please close gates on entering and leaving.

### **Golfers**

Spiked golf shoes can cause damage to wooden stairways as well as interior of units. Please remove shoes before using the stairs or entering any unit.

### **Stairway & Stairwells**

All fire exits are to be kept free and not blocked in case of emergency. Do not leave bicycles, plants, tires, chairs, toys, etc. on landings, stairs, or stairwells.

### **Exterior Upkeep**

No Owner(s) shall make changes to the exterior appearance of the building(s) without written approval of the Board of Directors. No defacing or changing of any common area. Each unit owner/resident must maintain a favorable exterior appearance of his / her unit. All windows / screens, screen & storm doors should be in good working order and properly maintained. Exterior entrance doors, sliding glass doors, and windows are the responsibility of the homeowner. Fogged or broken windows must be replaced immediately by the homeowner.

Windows or doors may not be boarded up except for emergency purposes, upon written approval of the Board of Directors.

### **Balconies / Patios**

Articles of clothing, linens, towels, etc. shall not be hung from balconies, windowsills, on stairwells, or draped across furniture. No laundry lines are permitted. Patios are NOT storage areas. Storage of items not intended for balcony and patio use is not permitted. Also pets are not to be put out on balconies / patios for extended periods of time or when the resident is not home.

It is every resident's responsibility to ensure their patio / balcony is free of all plants, furniture, and small objects that could become projectiles in high winds during any storm or hurricane.

### **Satellite Dish or Television Aerial**

These may not be installed without homeowner first making application to the Board of Directors and getting approval for placement and installation.

- Renters cannot make application.
- Items may not be attached to the building, railing, or roof in any manner.
- When items are no longer in use, it is the homeowner's responsibility to have it removed at their expense.

### **Signage**

Signs of any type are not permitted on Association property; this means in unit windows, in vehicles parked in our complex, at mail boxes, etc. Also, no signs posted indicating unit for sale, moving sale, yard sale, etc.

### **Solicitation**

No signs, flyers, notices, advertisements, or items sold door to door are permitted on HOA property without prior Board approval.

### **Alcoholic Beverages**

Open containers of alcoholic beverages are strictly forbidden on the Association's common grounds; including the pool areas, parking lots, streets, park areas, building stairwells, tennis courts, etc.

### **Little River Resort Employees**



Little River Resort employees or employees of the Managing Agent are prohibited from performing private work for homeowners / tenants, whether on or off the property. HOA equipment and supplies will not be used under any circumstances for private use.

- Conversation with employees must be kept to a minimum.
- Any request or problem must be presented to the Managing Agent or Board of Directors.

## **General Rules for Condominium Interior:**

### **Insurance**

All homeowners are responsible for their personal property in each unit; including appliances, carpeting, window treatment, paint, wall coverings, etc. Little River Resort maintains insurance on the buildings and the common areas. The Association recommends that all owners maintain an HO6 policy. Please contact your Insurance agent for rate and coverage.

### **Appliances**

All homeowners are responsible for maintaining their appliances in good working order. Any appliance that uses water should be checked on a regular basis for any leaks, and repaired immediately; this would also include but not be limited to faucets, toilets, dishwashers, and areas under the sinks.

Hot water tanks must be replaced at the end of their warranty with copies of the warranty and date of installation given to the Association. It is the responsibility of the Owner to deliver the copies to the Managing Agent and receive a receipt of delivery.

### **Window Treatment**

All draperies or other window coverings on a window facing the exterior, and visible from any common element, shall be lined with a white lining. The white lining is to be exposed to the exterior of the condominium, per the Master Deed.

At no time should inappropriate items such as bedspreads, sheets or shower curtains be used as window coverings.

### **Noise Control**

Loud noise from television, stereo equipment, musical instruments, talking, etc. should be kept to a minimum at all times and especially between the hours of 10 p.m. and 8 a.m. This is in keeping with the Horry County noise ordinance, which will be enforced by our security, managing agent and/or police department.

If you should be disturbed by excessive noise, please contact Horry County Police 843-248-1520.

### **Occupancy Limits**

The following numbers represent the maximum in residence for long term occupancy. It does not apply to occasions when family and friends visit for short periods of time.

One Bedroom.....4 people  
Two Bedroom.....6 people  
Three Bedroom...8 people

### **HVAC (Heating, Ventilation, Air Conditioning)**

This is a homeowner responsibility, including the condensate line.

**Winter** - Never turn off the thermostat. Approximately November 15th turn the thermostat to heat set at 55 degrees or higher at all times to prevent frozen pipes.

**Summer** - Never turn off the thermostat. Approximately April 1st turn the thermostat to air-conditioning set at 78 degrees or cooler even when no one is in residence to prevent mold. Mold is not covered by any insurance policy and the HOA is not responsible.

Add an algaecide or bleach to the condensate line a minimum of four (4) times a year to help eliminate blockage of the line by algae that can cause a great deal of damage to your unit and any adjacent unit if it leaks. The cost to repair all damages is the sole responsibility of each homeowner.

The Association is not responsible for the HVAC filters.

### **Utilities**

All utilities (electric, water & sewerage, telephone, TV cable , internet access, etc.) to each unit is the sole responsibility of each homeowner including all wiring and connections from the main supply to the unit.

### **Key Access to Condominiums**

The Association's Managing Agent shall retain keys to each condominium unit.

Should a homeowner or its agent change any locks, two (2) keys with unit number stamped on them must be given to the Association immediately in order for the Association to have access for extermination, emergency, or routine maintenance.

## **Extermination**

Little River Resort offers the services of Lanes Pest Control as an exterminator. The contractors employees are bonded and authorized to enter any condominium on the dates provided on the Association calendar (provided to each owner) for the purpose of inspection and application of products to control and / or eliminate various insects or other pests. If the Owner or Tenant unreasonably denies access, the Owner shall be required to have his/her pest control service provider hired and present a service notification to the managing agent.

The contractor will not enter any unit where the resident is not home and a pet is loose in the unit. If you have a pet, please arrange to be available to have your unit treated.

## **Renters**

### **TENANTS:**

“Tenant” is a word used to designate one who may occupy property owned by another whether or not rent is paid.

Each unit owner shall insure that his tenants and rental agents receive a copy of these rules & regulations. The names of rental agents must be furnished to the Board of Directors by the unit owner.

Tenants shall abide by the same rules & regulations as homeowners.

Unit owners are responsible for any damage caused by their tenants.

Unit owners forfeit the use of all the amenities at Little River Inn when long-term tenants occupy their unit unless the owners purchase a seasonal pool / tennis court pass for their use.

No unit shall be occupied without electricity and water being supplied to that unit.

### **CHANGES TO THE RULES & REGULATIONS:**

The Association may alter, amend, revoke or add to these Rules & Regulations; for the preservation of safety and order in the complex, for its care and cleanliness, or for protection of the reputation thereof. When notice of any alteration, amendment, revocation or addition is given to the resident, it shall have the same force and effect as if originally made a part of these Rules & Regulations.

The Board of Directors retains full authority for the enforcement of these Rules & Regulations.

These Rules & Regulations shall remain in full force and effect thereafter unless amended or revoked by the Board of Directors.

Any consent or approval to such further Rules & Regulations that may be enacted from time to time by the Board of Directors shall be binding Rules & Regulations. Copies of such Rules & Regulations and any amendments or additions thereto shall be furnished to all homeowners.

#### **SUMMARY OF INFRACTIONS AND VIOLATION PENALTIES:**

##### **Fines and Remedy for Violations**

In addition to all other remedies, in the sole discretion of the Board of Directors of the Association, a fine or fines may be imposed upon an Owner for failure of an Owner, his family, guests invitees, or tenants to comply with any covenant, restriction, rule or regulation; provided the following procedures are adhered to:

a. Amount: The board may levy fines for violations of the Rules and Regulations, as follows:

First Violation: \$50.00

Repeated Violation: \$150.00

b. The witness of an event/occurrence, which the witness considered to be a violation, must complete and sign the "Violation Notice" form which can be received by the Managing Agent

c. Notice: Before the board levies a fine, it must give the owner written notice that:

1. Describes the alleged rule violation.
2. A restatement of the rule violation.
3. The possible penalty.
4. A request for a specific corrective action by the owner and/or occupant by a specific date. (Reasonable time).
5. Any action that may be taken if the violation is not corrected within the time period provided in the notice. Suspension of the right of the member to use the common area, facilities and voting rights, in accordance with the by-laws.
6. Provide the opportunity to appear before the Board of Directors for a hearing. In this case, no later than the 30<sup>th</sup> day after the date of notice.
7. Provides for the consequences of not appearing before the Board of

Directors. The board may give a copy of the written notice of a violation and proposed fine to an occupant of the condominium, and must give notice of a levied fine to the owner not later than the 30<sup>th</sup> day after the date of the levy.

d. Hearings: The violation shall be presented to the Board of Directors after which the Board of Directors shall hear reasons why fines should not be imposed. A written decision of the Board of Directors shall be submitted to the owners by no later than twenty-one (21) days after the Board of Directors' meeting. All parties may be represented by legal counsel. An owner may appeal from an adverse decision. The Board of Directors may refer the appeal hearing to a different group.

e. Collection of Fines: Fines shall be treated as an assessment subject to the provisions for the collection of assessments as set forth in the Master Deed for the Little River Resort Homeowners Association, Inc. and By-Laws. Payment of fines should be made payable to: Little River Resort Homeowners Association, Inc. .

f. Application of Payments: Payment by an owner of any amount owed to the association will be applied according to the following priorities: late fees, collection expenses, fines, charges, monthly maintenance fees and electricity.

g. Non Exclusive Remedy: These fines shall not be construed to be exclusive, and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; however, any penalty paid by the offending Owner shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Owner.

#### **Alternative Dispute Resolution (ADR)**

As a final remedy to resolve disputes arising in community associations in appropriate cases, the Association recommends the use of ADR. ADR is a proven mechanism for resolving disputes in a manner that is often quicker, less expensive and more satisfying to litigators than a full-blown adversarial process. Alternatives include mediation, arbitration, summary jury trial, judicial settlement, conferences and other ADR procedures.

The members of the Little River Resort Association are requested to cooperate by adhering to the Rules and Regulations. The Rules and Regulations were not set up in an arbitrary manner nor were they created to cause hardship on anyone. The Association, acting through its Board of Directors, may adopt from time to time additional reasonable Rules and Regulations governing the use of common areas, recreational amenities and the properties and shall have the authority to enforce the same. The Rules and Regulations do not supersede the Master Deed for Little River Resort Homeowners Association Inc.

IN WITNESS WHEREOF, the undersigned have executed this Resolution the 27 day of October, 2012.

*DS - d Shore*

Scott Shore  
President

*Mh.*

Melissa Tressler  
Secretary

*Jim Mullins*

Jim Mullins  
Vice President

*Norm Vaden*

Norm Vaden  
Treasurer

*Art W. Scurlock*

Art Scurlock  
Member at Large

**LITTLE RIVER RESORT HOMEOWNERS ASSOCIATION, INC.**

1805 Oak Street  
Myrtle Beach, S.C. 29577

**VIOLATION NOTICE**

I/We, the owners of Unit \_\_\_\_\_ do hereby swear and affirm that on or about this \_\_\_\_\_ day of \_\_\_\_\_, 2012, I/We did witness the following events/occurrences which I consider to be a violation of the Covenants and/or Rules and Regulations of The Association:

Please be as specific as possible:

---

---

---

---

---

---

---

---

I do hereby acknowledge that while it is intended for my submission of this notice to remain confidential, should the alleged violator request a hearing on this alleged violation, this notice may be presented by the Board of Directors at any such hearing.

I do further acknowledge that should any Litigation become necessary as a result of this alleged Violation, this notice and my presence as a witness may be necessary.

Owner/Resident Signature \_\_\_\_\_

Print Name \_\_\_\_\_

Date \_\_\_\_\_