



AZALEA LAKES RULES AND REGULATIONS IMPORTANT! READ CAREFULLY

PREAMBLE

AZALEA LAKES PROPERTY OWNERS' ASSOCIATION, INC. ("Association") has established revised Rules and Regulations for AZALEA LAKES ("Rules") and the effective date of these RULES is November 16, 2024. According to the Master Deed ("Master Deed") for the Association, all OWNERS, family members, guests, and visitors agree to abide by the RULES as amended from time to time. The ASSOCIATION reserves the right in its sole discretion to modify, amend, supplement, add to, or delete the RULES at any time upon thirty days written notice. All changes may be obtained from the MANAGEMENT COMPANY. Violation of any of the RULES is a default under the RESTRICTIONS and in the event of a default the ASSOCIATION is entitled to all remedies at law including those expressly stated in these RULES and the Master Deed.

The following are the Rules applicable to the entire development known as Azalea Lakes (as defined herein)

Azalea Lakes is a residential condominium development. Since it is impossible to foresee all potential situations and problems that arise within Azalea Lakes, the Board of Directors has the authority to adopt and modify rules as needed to address new or changing circumstances subject to the governing documents for Azalea Lakes.

BACKGROUND STATEMENT

THE ASSOCIATION has established certain rules and regulations for the purpose of protecting the value and desirability of the properties within the ASSOCIATION. NOW, THEREFORE, The ASSOCIATION declares that the properties within AZALEA LAKES, including the individual UNIT of each OWNER, shall be subject to the following Rules, as amended from time to time at the discretion of ASSOCIATION, which RULES AND REGULATIONS shall run with the land:

ARTICLE I GENERAL USE RESTRICTIONS

Section 1. Residential Use. Except for the areas of the CONDOMINIUM designated for recreational use, the CONDOMINIUM UNITS within Azalea Lakes shall exclusively be used for residential purposes as set forth in the MASTER DEED, the RULES, or any Amendments thereto. No UNIT shall be utilized for any activity normally conducted as a business.

"Business" shall have its ordinary, generally-accepted meaning and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves providing goods or services to persons other than the family of the producer and for which the producer receives a fee, compensation, or other form of consideration, regardless of whether (i) such activity is engaged in full or part time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required.

Leasing a UNIT for residential purposes shall not be considered a "business" within the meaning of this Section 1. Furthermore, no UNITS may be occupied by more than the permitted number of heads of household and their family pursuant to county and state zoning regulation and law.

Section 2. Obstruction. The entrances, passages, corridors, stairwells, garage units, parking area and other LIMITED and COMMON ELEMENTS of the condominium shall not be obstructed, encumbered or used for any purposes other than ingress and egress to and from the condominium and/or UNIT and other purposes for which they are intended and no carriages, bicycles, wagons, carts, chairs, benches, tables, toys or other objects, or things, regardless of the nature shall be left or stored therein.

Section 3. Storage. Personal property of the Owners shall be stored inside their respective UNITS. Patios and balconies shall not be used for storage purposes.

Section 4. Refuse OWNERS shall take reasonable precautions not to permit anything whatsoever to fall from his/her UNIT nor shall anything be swept or thrown from the UNIT or other part of the condominium any dirt or substance into the corridors, halls, balconies, decks, patios or other similar areas in the condominium.

LIMITED OR GENERAL COMMON ELEMENTS shall be kept free of rubbish, debris, garbage, or unsightly material. Cigarette butts shall not be thrown on LIMITED OR GENERAL COMMON ELEMENTS nor shall any litter or debris be thrown from balconies, decks or patios.

Refuse, rubbish and garbage shall be disposed of in a secured, heavy duty plastic bag and deposited in dumpsters located on the property. No refuse, rubbish, or garbage shall be placed in the corridors, hallways, balconies, decks, patios or stairways, etc. at any time or for any reason. Discarded household items such as, furniture, appliances, monitors, screens, etc. must be disposed of at a proper off-site location.

Section 5. Pets and Animals. Only OWNERS shall be permitted to have domesticated pets as defined by the MASTER DEED. No tenants shall be permitted to have or keep any pet in Azalea Lakes; provided however; those tenants with pets prior to the effective date of the RULES AND REGULATIONS, adopted on OCTOBER 20, 2015 will be grandfathered in. No replacement pets shall be allowed for tenants after the death or removal of a pet. All residents with existing pets shall complete a Pet License Registration Form (which can be obtained on the Association's website and from MANAGEMENT) and provide proof of current rabies vaccination.

OWNERS are responsible for cleaning up after their pets and any excrement must be removed immediately and disposed of in a proper receptacle, not in the lakes or ditches. Failure to properly dispose of the waste material from a pet shall be deemed a nuisance.

Pets are not allowed to run "loose" within Azalea Lakes, nor are they allowed in the pool or gym areas.

When on common property, every pet must be accompanied by its OWNER or custodian and remain on a leash or be carried. Pets shall not be staked, chained, or tied-up on a common property within AZALEA LAKES. Pet owners shall be responsible for all actions of their pets. Pets not on a leash or carried shall be deemed a nuisance.

No loud or excessive barking of dogs or other pets on a balcony or patio or any portion of a UNIT is allowed.

The BOARD OF DIRECTORS shall have the right to order the removal of any pet, which in the Board's sole discretion, is considered a nuisance. In such event, the Board shall give written notice to the pet owner and the pet shall immediately be permanently removed from the property at the sole expense of the OWNER.

No feeding of any wild or domestic animals, migratory birds, waterfowl, etc. from decks, balconies or any LIMITED OR GENERAL COMMON ELEMENT as per South Carolina law.

Failure to follow the RULES AND REGULATIONS will result in fines, loss of the amenity key card or removal of the pet(s) from Azalea Lakes. Fine Policy attached as Exhibit "A."

Section 6. Signs. No signs except those required by law or those deemed appropriate by the property management or the Board of Directors.

Section 7. Temporary Structures. No structure of a temporary character shall be placed upon any UNIT, LIMITED OR COMMON AREA at any time. The prohibition against temporary structures shall not apply to construction shelters used by a contractor during the period of construction, and shall only be permitted to remain on the property until completion of construction.

ARTICLE II GROUNDS

Section 1. Lakes and Ponds.

Fishing. Public fishing shall not be allowed in COMMON AREAS.

Equipment. No boating or floatation equipment, except maintenance watercrafts, will be permitted on any lake within the ASSOCIATION.

Activities. No swimming, wading or other recreational activities are allowed in the ponds. Any and all foreign objects and feeding of the water fowl are strictly forbidden.

Section 2. Supervision. All children must be supervised by a responsible adult at all times when playing on the grounds of Azalea Lakes or swimming in pools.

ARTICLE III TRAFFIC REGULATION AND PARKING

ALL RESIDENTS MUST DISPLAY A PARKING DECAL AT ALL TIMES WHILE PARKED ON AZALEA LAKES PROPERTY. A maximum of two (2) vehicles per unit are allowed on Azalea Lakes property.

No boats, jet skis, similar watercraft, mobile homes, campers, utility trailers or enclosed trailers may be maintained within the LIMITED OR COMMON AREAS; however, boats, other similar watercraft and trailers may be stored within a GARAGE UNIT if the watercraft or trailer is completely enclosed within the GARAGE UNIT and the door is kept closed, except when entering and exiting the UNIT.

Section 1. Motorcycles, Mopeds, Scooters, 4-Wheelers and Golf Carts. Motorcycles, mopeds, gas/electric scooters, four wheelers, ATV's or similar recreation vehicles are not allowed on ASSOCIATION property. Driving, racing, off-road cycling, or operation on the streets within AZALEA LAKES is strictly forbidden for all motor/non-motor vehicles.
REMINDER: THE SPEED LIMIT IS 10 (TEN) MPH.

Section 2. Skates, Scooters, Skateboards, Roller-blades. Skates, Scooters, Skateboards, Roller-blades and any skateboard-like devices are not allowed on ASSOCIATION PROPERTY. Remote controlled toys are also prohibited on ASSOCIATION PROPERTY.

Section 3. Parking. All vehicles must be kept in running condition. No repair work on motor vehicles shall be carried out on COMMON AREAS except emergency repairs. Automobiles and other allowed motor vehicles shall not be washed in the parking spaces or upon the grounds of the CONDOMINIUM.
Any vehicle in violation is subject to towing at owner's expense.

Each unit is allowed 1.5 parking spaces. One car may be parked up against the building and the second car and all guests (with guest parking hang tags) must be parked away from the building.

Each unit will be issued two (2) permanent stickers only and five (5) guest hang tags..There will be no warning of parking violations, vehicles will be towed at owner's expense.

ARTICLE IV GOLF CARTS AND ELECTRIC VEHICLES

Section 1 No golf cart or electric vehicle charging stations or storage areas for golf carts or EV's are provided on Azalea Lakes' property, with the exception of the garage units. Golf carts and EV's must be insured to be driven on ASSOCIATION roads.

ARTICLE V RECREATIONAL AMENITIES

Section 1. Swimming Pools. Rules as posted.

Section 2. Fitness Center Rules as posted.

ARTICLE VI SAFETY

No combustibles stored on patios, balconies or in garages. No fireworks. No discharge of fire arms as per South Carolina law

Annual safety inspections will be performed unless owner can provide proof of inspection

Fire Safety

1. **Smoke Alarms**: Each unit should have a minimum of three (3) alarms.
 - a. Batteries should be checked semi-annually
 - b. The expiration date on the alarm should be followed
2. **Fire Extinguisher**: Each unit is required to have one.
Every floor has a centrally located extinguisher in the middle of the walkway for emergencies. If used, please report to Semper Fi so it may be re-filled.

HVAC Inspection

1. Each unit is required to have a drip pan installed under the interior unit (if not built in).
2. Auto shut off float switch is a safety device that each unit needs to have. It shuts the HVAC unit off if it is dripping water into the float switch box.

3. Each exterior unit must be set on a concrete slab. If the slab is broken, it must be replaced.
4. Electrical cut-off boxes must be self contained, with no wires showing.
5. Proof of annual inspection/maintenance is required.

Water Heaters

1. The maximum allowable age for a water heater in any unit is 12 years. Any water heater older than 12 years must be replaced. Proof of replacement is required. Only South Carolina licensed plumbers are allowed to install/replace water heaters, as per the Horry County Code.
2. Each water heater is required to have a drip pan under the unit with a working drain line.

Plumbing/Water lines

1. Inspection of toilets needs to be completed periodically.
2. Water lines and flush/fill valves need to be inspected for leaking water.
3. Tank bolts must be secure and need to be inspected for leaking water.
4. Sinks (kitchen and bathroom) need to have water supply lines inspected for wear and leaks.
5. Plumbing fixtures (shower knobs, bathroom and kitchen faucets, etc.) need to be inspected for leaks. Access panels to plumbing need to be accessible.
6. Refrigerator water supply lines must be inspected for water leaks
7. Washing machine and dishwasher water lines must also be inspected for leaks.

Safety Areas and Compliance

1. Pest Control is completed quarterly and is mandatory. Refusal is not an option unless owners have proof of same service performed by another company.
2. Keys and/or door codes are to be kept on file at all times with the HOA property management company. Refusal to give keys and/or door codes is a violation and owners will be fined.
3. Doors and windows are the responsibility of unit owners. You may install new doors and/or windows at your own expense but they must first be approved by the Board of Directors. You must submit an ARC form (available on our website) and pay a \$25 fee.
4. Exterior lights in the common areas will be maintained by the HOA. The outside light next to the unit doors is the owner's responsibility and should be kept repaired and in working condition.

5. Patios and balcony areas are not to be used for storage. Neither are areas under the stairwells. No incendiary devices (fireworks, propane tanks, etc.) are allowed in units or on patios/balconies as per the Horry County Fire Code. Items on patios or under stairs violating this rule will be disposed of without warning.

6. No gas or electric grills or smokers are allowed in units or on common areas. Communal grills and picnic tables/chairs are provided for your use.

7. Only white blinds or curtains are allowed on patios. No blankets, colored items, sheets, towels are allowed and may not be hung over balcony railings.

ARTICLE VII DEFAULT AND ENFORCEMENT

Enforcement of the Rules shall be handled through MANAGEMENT, or the BOARD OF DIRECTORS. Any OWNER may assist enforcement by identifying and documenting known violations. OWNER'S concern forms are available through the MANAGEMENT office. A VIOLATION OF THESE RULES SHALL CONSTITUTE A DEFAULT. IN ADDITION TO ALL OTHER REMEDIES THE ASSOCIATION MAY SUSPEND THE OWNER'S RIGHT TO USE AMENITIES AND FINE THE OWNER. OWNERS shall be liable and responsible to the ASSOCIATION for all costs of enforcement, including reasonable attorneys' fees. In the event the RULES conflict with any provisions of the MASTER DEED, the MASTER DEED shall prevail.

EXHIBIT A

Fine Schedule

1st Offense Warning letter

2nd Offense...Fine \$50

3rd Offense...Fine \$100

Repeated offenses will not be erased yearly, but will continue to accumulate as a 3rd Offense with a fine of \$100 and loss of Amenity Pass. Depending on the actual offense, the Board, at their discretion, can accelerate the actual fine dollar amount and loss of amenity pass.