

**CASCADES AT AZALEA LAKES
PROPERTY OWNERS ASSOCIATION, INC.
RULES & REGULATIONS REVISED JANUARY 2018**

The Cascades at Azalea Lakes Property Owners Association Board of Directors, as authorized by the By-laws, shall have the power to adopt and publish Rules and Regulations governing the use of common area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction.

It is the desire of the Board of Directors to define the Rules and Regulations for the Cascades at Azalea Lakes Property Owners Association, Inc. and establish penalties. The purpose of the Rules and Regulations is to provide guidance for all Property Owners, their families, Guests and/or tenants.

1. **Architectural Control Committee:** No member may undertake any landscaping, grading, filling, excavation of dirt, fence, wall, sidewalk, or other structure shall be commenced, erected or maintained on any lot, nor shall any exterior addition to or alteration therein be made until the plans and specification showing the grading, landscaping, filling, nature, kind, shape, height, materials and location of the same shall have been submitted to the ACC and approved, in writing.
2. **Pets:** Only dogs, cats or other household animals may be kept as pets. Pets shall be maintained upon the Owner's lot and it shall be considered a nuisance if such pet is allowed to go upon another owner's lot or to be upon the streets unless under leash or carried by the owner. Owners are required to pick up their pet's waste and dispose of it in a proper manner.
3. **Offensive Activities:** No noxious, offensive, illegal or immoral activities shall be carried on upon any lot, nor shall anything be done thereon which is or may become an annoyance or nuisance to or which may diminish or destroy the enjoyment of the owners of other lots.
4. **Signs:** No signs whatsoever (including, but not limited to commercial and similar signs) shall, without the ACC's prior written approval of plans and specifications therefore, be installed altered or maintained on any Lot, or on any portion of a residence or other structure visible from the exterior thereof, with the exception of holiday signs within reasonable timeframe of a holiday, political signs which are permitted in accordance with Horry County Laws, 7 day ahead of elections and must be removed 3 days after elections.
5. **Trees and Vegetation:** Trees which have a diameter in excess of six (6") inches measured two (2') feet above ground level, and distinctive flora, shall not be intentionally destroyed or removed except with the prior approval, in writing, of the ACC. The lower branches or other vegetation shall not be permitted to obstruct the view at intersections.
6. **Trailers, Trucks, School Buses:** Habitable motor vehicles, campers, school buses, motorcycles, trucks or commercial vehicles over three fourths (3/4) ton capacity and boats, shall not be kept, stored or parked overnight on any street or lot, except within enclosed garages.
7. **Garbage and Refuse Disposal:** Trash shall be kept in sanitary containers and shall be placed on the street the morning of pick-up and be removed by 6:00 p.m. on the date of pick-up.
8. **Mail and/or Paper Delivery Boxes:** The location, color, size, design, lettering, bracket, name signs and all other particulars of all mail and/or paper delivery boxes, shall be determined by the ACC in order that the area may be strictly uniform in appearance with respect thereto. Mailboxes and/or paper delivery boxes must be kept in good repair.

9. **Temporary Structures:** No structure of a temporary character shall be placed upon any lot at any time other than provided by the Declaration of Covenants, Restrictions and Easements for Cascades at Azalea Lakes Property Owners Association, Inc., Article V, General Covenants and Restrictions, T. Temporary Structures.
10. **Outbuildings:** No trailer, tent, barn, tree house, or other similar outbuilding or structure shall be placed on any lot at any time, except that a detached storage shed or garage may be constructed which is similar in style, construction and appearance to the residence on the lot. Any such shed or garage must be approved in writing by the ACC and be in conformity with the architectural and design controls of the subdivision.
11. **Boats:** No boats or boat trailers may be maintained on the premises for a period in excess of twenty-four (24) hours unless same is in an enclosed area or otherwise completely screened from view.
12. **Clotheslines:** No clothesline or drying yard shall be located upon any lot.
13. **Lot Maintenance:** Each Owner shall keep and maintain each Lot and structure thereon owned by him, as well as landscaping located thereon, in good condition and repair, including but not limited to (i) the repairing and painting (or other appropriate external care) of all structures, (ii) the seeding, watering and mowing of all lawns, and (iii) the pruning and trimming of all trees, hedges and shrubbery so that the same are not obstructive of a view by motorists or pedestrians of street traffic. Notwithstanding the foregoing, the maintenance required hereunder shall also extend from the boundary of a Lot to the curbing of the right-of-way bordering said Lot.
14. **Driveways & Parking:** All driveways turn around spaced and areas normally used for parking automotive vehicles must be suitably paved as approved by the ACC. Vehicles may not be parked on the lawn of any lot.
15. **Private Pools:** Some lots have an appropriate site for a pool and requests to the ACC for approval of pools for specific lots will be handled on a lot-by-lot basis and shall be handled in the same manner as requests for any other type improvement. No above ground pools shall be permitted.\
16. **Fishing, Swimming and Boating in Ponds:** Absolutely no swimming or boating allowed in any lakes or ponds at any time. Catch and release fishing is allowed from your own property for residents & guests. Please use barbless hook. No fishing allowed on common areas.
17. **Exterior Changes:** Approval is not required to repaint or reside your home in the exact same materials and exact colors as the originally constructed or previously approved color/siding. Color or material changes require approval. Any request may be denied for purely aesthetic reasons.
18. **Vegetable Gardens:** All vegetable gardens must be less than 16 feet by 8 feet and must be in the back yard of the home. No vegetable gardens in the front yard.

FINES AND REMEDIES FOR VIOLATIONS

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

Step 1: Reminder letter giving the Unit Owner ten (10) days to correct the violation, or request a hearing before the Board on the alleged violations. A request for hearing must be in writing, directed to the Association or its managing agent, and received by the Association within ten (10) days of the date of the Association's warning letter advising of the violation. (Owner may contact Management Company and make arrangement for additional time if owner cannot comply within the timeframe allotted.)

Hearing: The noncompliance shall be presented to the Board of Directors after which the Board of Directors shall hear reasons why penalties should not be imposed. A written decision of the Board of Directors shall be submitted to the Owner by no later than twenty-one (21) days after the Board of Director meeting.

Step 2: Letter advising violation has not been corrected. If violation is not corrected within ten (10) days a fine of \$50.00 will be assessed to owners account.

Step 3: \$50.00 fine and third warning letter advising that a fine of \$100.00 will be assessed if the violation is not corrected in another ten (10) days.

Step 4: \$100.00 fine and fourth warning letter advising that a fine of \$150.00. Will be assessed if the violation is not corrected in another ten (10) days.

Step 5: \$150.00 fine and fifth warning letter advising that a fine of \$200.00. Will be assessed if the violation is not corrected in another ten (10) days.

Step 6: Letter advising that a fine of \$200.00 will be assessed and the matter will be turned over to an attorney for the filing of a claim of lien and foreclosure against the property if the violation is not corrected in ten (10) days.

Step 7: Letter advising that the matter has been turned over to an attorney for the filing of a claim or lien and foreclosure against the property.

Fines will be collectible in the same manner as any other assessment for common expenses. Fines will be a personal obligation of the Lot Owner(s), and shall constitute a lien against the affected unit. The Association shall have the right to enforce such obligations and liens through the institution of a damages suit or foreclosure action, or both. In addition to any fine or unpaid assessment, the Association shall be entitled to recover all costs of collection, including reasonable attorneys' fees and court costs.