

**LIVE OAK VILLAS
HOMEOWNERS ASSOCIATION, INC.**

BOARD RESOLUTION

**Affirmation and Adoption of
LOV Rules and Regulations**

WHEREAS, the Board of Directors ("Board") of Live Oak Villas Homeowners Association, Inc. ("Association") is responsible for management of Live Oak Villas and the Association, and is also responsible for exercising for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the membership by other provisions of the Declaration (Master Deed) of Live Oak Villas Horizontal Property Regime ("Declaration") and the By-Laws of Live Oak Villas Homeowners Association, Inc. ("Bylaws") recorded March 14, 1988, in Book C173 at Page 394; Amendment to Declaration (Master Deed) of Live Oak Villas Horizontal Property Regime recorded April 6, 1988 in Book R176 at Page 558; Certificate of Amendment to Master Deed for the Live Oak Villas Horizontal Property Regime recorded July 1, 1998 in Book Y305 at Page 941; Third Amendment to Declaration (Master Deed) and Bylaws of Live Oak Villas Horizontal Property Regime recorded March 24, 2018 in Book 0542 at Page 948; in the Charleston County Register of Deeds (collectively hereinafter, the Declaration and Bylaws may be referred to as "Governing Documents").

WHEREAS, Article III, H., of the Bylaws states, "a majority of the members of the Board of Directors shall be necessary to constitute a quorum for the transaction of business at any meeting ..."

WHEREAS, the South Carolina Homeowners Association Act, S.C. Code Ann. Section 27-30-110, et seq., requires all existing homeowner association's governing documents, rules, regulations, and amendments be recorded.

WHEREAS, the Board has determined to adopt and affirm the attached rules, and to record them.

WHEREAS, a duly held and authorized meeting of the Board was held _____, 2021, and the within Resolution and attached LOV Rules and Regulations was put to a vote of the Board. The required quorum was present and the within Resolution was approved by the requisite members of the Board.

NOW THEREFORE, BE IT RESOLVED, in order to protect and assure an attractive, high quality community, and to best maintain and preserve the community, the Board hereby affirms and adopts the attached LOV Rules and Regulations as follows:

1. The foregoing whereas paragraphs and recitals are and shall be deemed material and operative provisions of this Resolution, and not mere recitals, and are fully incorporated herein by this reference.

2. All capitalized terms used herein shall have the same meaning ascribed to them in the Declaration and Bylaws, unless the context shall clearly suggest or imply otherwise.

3. Each member of the Board expressly waives any notice requirement, if any, for the meeting.

4. The Board hereby affirms and adopts Live Oak Villas Homeowners Association, Inc., LOV Rules and Regulations, attached hereto as Exhibit A and incorporated herein by reference.

5. This Resolution was adopted by the Board on _____, 2021, and the attached policy shall be effective upon recording.

6. Distribution. The Association and/or the Association's property manager is authorized and directed to circulate a copy of this Resolution and the LOV Rules and Regulations upon recording. Members/Owners are responsible for distributing the same to all occupants and residents.

Each Board Member/Director voting in favor of this resolution has signed his/her name below, and by signing below, s/he acknowledges that this Resolution and the attached shall be effective upon recording.

LIVE OAK VILLAS HOMEOWNERS ASSOCIATION, INC.:

_____ Board Member/Director	_____ Date	_____ Board Member/Director	_____ Date
_____ Board Member/Director	_____ Date	_____ Board Member/Director	_____ Date
_____ Board Member/Director	_____ Date	_____ Board Member/Director	_____ Date

Draft: 3/12/2021 (LOV Board Approved)

LOV Rules and Regulations (Proposed)

1. The greens and walkways in front of the buildings and the entrance stairs to the Units shall not be obstructed or used for any purpose other than ingress and egress.
2. No temporary article shall be hung or shaken from the doors, windows or balcony or placed upon the window sills, railings or corridor railings of the Units. Decorative items such as planters may be displayed upon approval of the Board of Directors.
3. Owner storage and decoration in each of the six Common Areas shall be limited to non-flammable items agreed to by those owners sharing a particular entrance area and its vicinity. Items that may be agreed upon are owners' personal bicycles, scooters, baby carriages, or similar vehicles or toys. Other owner personal items must be stored in attractive closed containers/bins. In no case shall any item stored obstruct ingress or egress. Renters shall not store bicycles, scooters, baby carriages, or similar vehicles or toys, or other personal articles in any Common Area. Disagreements among owners associated with a given Common Area will be brought before the LOV Board for disposition.
4. No owner shall make or permit any noise that will disturb or annoy the occupants of any of the Units in the Project or do or permit anything to be done which will interfere with the rights, comfort or convenience of the other Owners.
5. Each Owner shall keep his Unit in a good state of preservation and cleanliness and shall not sweep or throw or permit to be swept or thrown therefrom, or from the doors or windows thereof, any dirt or other substance.
6. No shades, awnings, window guards, ventilators, fans, or air-conditioning devices shall be used in or about any building except such as shall have been approved by the Board of Directors.
7. All garbage and refuse from the Units shall be deposited with care in the garbage containers intended for such purpose only at such times and in such manner as the Board of Directors may direct.
8. Water closets and other water apparatus in any buildings shall not be used for any purpose other than those for which they were constructed nor shall any sweepings, rubbish, rags, paper, ashes, or any other article be thrown in the same. Any damage resulting from misuse of any water closets or other apparatus shall be paid for by the Owner in whose Unit it shall have been caused.
9. No dogs or other animals shall be permitted in any of the Common Areas of the Project unless carried or on a leash.
10. Nothing shall be altered or constructed in or removed from the common Area, except upon the consent of the board of Directors.
11. All radio, television or other electrical equipment of any kind or nature install or used in each Unit shall fully comply with all rules, regulations, requirements or recommendation of the board of Fire Underwriters and the public authorities having jurisdiction, and the Owner alone shall be liable for any damage or injury caused by any radio, television or other electrical equipment in such Unit. Cabling and connections to such equipment must be installed in such a manner so as to be unobtrusive, aesthetically in harmony with the building, and not damaging to the structure.
12. The agents of the Board of Directors or the managing agent, and any contractor or workman authorized by the Board of Directors or the managing agent, shall be able to enter any room or Unit in

the buildings at any reasonable hour of the day after notification (except in case of emergency) for the purpose of inspecting such Unit for the presence of any vermin, insects or other pests and for the purpose of taking such measures as may be necessary to control or exterminate any such vermin, insects, or other pests.

13. The Board of Directors, or its designated agent, shall retain a pass key to each Unit. No Unit Owner shall alter any lock or install a new lock or a knocker on any door of the Unit without written consent of the Board of Directors. In such case consent is given, the Owner shall provide the Board of Directors, or its agent, with an additional key pursuant to its right of access to the Unit.

14. All persons will obey the posted parking regulations.

15. All damage to the Common Areas caused by the moving or carrying of any article therein shall be paid by the Owner responsible for the presence of such article.

16. Water shall not be left running any unreasonable length of time.

17. No Owner shall use or permit to be brought into the Project any inflammable oils or fluids such as gasoline, kerosene, naphthalene, or petroleum spirits, or other explosives or articles deemed extra hazardous to life, limb or property, without in each case obtaining written consent of the Board of Directors.

18. Only as approved by the Board of Directors, the Owners shall be allowed to put their names and/or unit number on attractive plaques on or near their own unit entry doors.

19. The Owners shall close all windows while their Units are unattended to avoid possible damage from storm, rain, freezing or other elements. During all winter months, heating units will be left on 55 degrees to assure that sufficient heat is contained in each Unit to prevent the freezing of pipes or other damage from cold weather.

20. Draperies, curtains or mini-blinds must be installed by each Owner in all windows of his Unit and must be maintained in such windows at all times. The color of the portion of such draperies, blinds or curtains visible from the exterior shall be white or off-white.

21. No fireworks are allowed in or about the Project.

22. No signs of any nature, including (without limitation) "For Sale" signs, shall be placed on or about the Project or any Unit, including (without limitation) the inside of windows or sliding glass doors visible from the exterior of the Project.

23. A condensed set of these Rules and Regulations applicable to persons using any Unit will be prepared and made available to all Owners. These condensed Rules and Regulations will be required to be placed in a conspicuous location in each Unit which is rented and sufficient copies provided to all rental agents, with instructions to provide at least one copy of the condensed Rules and Regulations to each renter.

24. Live plantings for decorative purposes must be well maintained and in containers that preclude damage to the structure of the building.

25. Charcoal grills and wood burning grills and smokers are not permitted.

26. Complaints regarding the management of Units and grounds or regarding actions of other Owners shall be made in writing to the Board of Directors.

27. Any consent or approval given under these Rules and Regulations by the Board of Directors shall be revocable at any time.

28. Short-term Renters (less than 30 days) shall be limited to two parking passes and shall not call for additional ones. Owners who rent must include a statement to this effect in any rental information given to prospective renters.

29. The charging of batteries for any type of vehicle requiring such charging shall occur only at specifically designed charging stations/electrical outlets as approved by the Board of Directors.

30. The Board of Directors shall develop, distribute and enforce a system of fines/charges for violations of the Regime Rules and Regulations both those contained in this document, and in the Declaration (Master Deed) of Love Oak Villas Horizontal Property Regime.

31. In emergency situations such as pandemics and major weather phenomena, the Board of Directors shall have the authority to modify or suspend the Regime bylaws and Rules and Regulations in the best interest of safe and efficient operation of the Regime.

32. These Rules and Regulations may be added to or repealed at any time by the Board of Directors.