

Mill Creek Rules & Regs

this Section.

- k. Violations. If any Structure shall be erected, placed, maintained or altered upon any Unit, otherwise than in accordance with the plans and specifications approved by the ARB pursuant to the provisions of this Article, such erection, placement, maintenance or alteration shall be deemed to have been undertaken in violation of this Article and without the approval required herein. If, in the opinion of the ARB, such violation shall have occurred, the ARB shall notify the Board. If the Board shall agree with the determination of the ARB with respect to the violation, then the Board shall provide written notice to the Owner by certified mail, setting forth in reasonable detail the nature of the violation and the specific action or actions required to remedy the violation. If the Owner shall not have taken reasonable steps toward the required remedial action within thirty (30) days after the mailing of the aforesaid notice of violation, then the Association shall have all legal remedies provided by law or in this Declaration.
- l. Fees. The ARB may impose and collect a reasonable and appropriate fee to cover the cost of approvals and inspections performed pursuant to this Section. The fee shall be established from time to time by the ARB and published in the Design Standards.
- m. Nondiscrimination by ARB. The ARB shall not discriminate against any applicant requesting its approval of plans and specifications because of such applicant's race, color, sex, religion, age or national origin. Further, the ARB in the exercise of its powers granted pursuant to this Declaration shall not take any action the intent or effect of which is to discriminate against persons or a particular race, color, sex, religion, age or national origin.
- n. Disclaimer as to ARB Approval. Plans and specifications are not reviewed for engineering or structural design or quality of materials. By approving such plans and specifications neither the ARB, the members thereof, nor the Association assume liability or responsibility therefor, nor for any defect in any Structure constructed from such plans and specifications. Neither Declarant, the Association, the ARB, the Board, nor the officers, directors, members, employees, and agents or any of them shall be liable in damages to anyone submitting plans and specifications to any of them for approval, or to any Owner by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications. Every person who submits plans or specifications and every Owner agrees that he will not bring any action or suit against Declarant, the Association, the ARB, the Board or the officers, directors, members, employees, and agents of any of them to recover any such damages and hereby releases, remises, quit-claims, and covenants not to sue for all claims, demands, and causes of action arising out of or in connection with any judgment, negligence, or nonfeasance and hereby waives the provisions of any law which provides that a general release does not extend to claims, demands, and causes of action not known at the time the release is given.
- o. Declarant. The provisions contained in this Section, as well as all other architectural control provisions, shall not apply to Declarant, nor to any successor Declarants.



- 7. GENERAL COVENANTS AND RESTRICTIONS: All Owners and occupants of Units must comply with these use restrictions. These use restrictions may only be amended as provided in this Declaration and do not apply to the Golf Course Property nor to any Commercial Property. In addition, the Board may, from time to time, without consent of the Members, promulgate, modify, or delete other rules and regulations, so long as the rules and regulations do not conflict with the terms of this Declaration. Such rules and regulations shall be distributed to all Owners prior to the date that they are to become effective and shall thereafter be binding upon all Owners until and

unless overruled, canceled, or modified in a regular or special meeting by a majority of the Board.

- a. Fines for Covenant, Rule and Regulation Violations. The Association may adopt fines to enforce the provisions of this Declaration and the published rules and regulations of the Association. Such fines may be adopted and amended from time to time by a majority vote of the Board. Association fines may not be levied against any Owner until the fines and rules and regulations have been mailed to all Owners to the addresses on record with the Association. Revised fines shall not take effect until mailed to all Owners similarly. Fines levied against Owners for violations of these Covenants, or the Association rules and regulations, shall be a charge against the Unit owned by the Owner in violation of the Covenant, rule or regulation, and shall be a charge and continuing lien on the subject Unit, as well as a personal obligation of the Owner. Owners shall have the right to appeal any Association fine. All appeals shall be in writing and shall be heard by the Board, or a committee selected by the Board. The determinations by the Board, or the Board's appeal committee, of all appeals shall be made in the Board's, or the Board's appeal committee's, sole discretion. Such determinations shall be final adjudications of all fines and shall not be subject to any further appeal whatsoever. The Board shall promulgate rules governing the fine appeal process.
- b. Single Family Residential Use of Unit. All Units shall be used for single family residential purposes only and no commercial activity of any nature whatsoever shall be conducted thereon. Residential purposes shall include home businesses or business activities which do not maintain advertising on a Unit, invite customers or clients within the Development. Residential purposes include the sale and leasing of Units. The Board may issue rules and regulations regarding permitted business activities, so long as the rules and regulations do not conflict with the terms of this Declaration. The Declarant shall have the right to operate a sales office, construction office or any type office from one or more Units. No garage or part of a garage may be used for business purposes so as to prevent occupant's vehicles from being parked in the garage, unless used by the Declarant for a sales office, construction office, or business office.
- c. Signs. No sign of any kind shall be erected by an Owner or occupant within the Development without the prior written consent of the ARB. Notwithstanding the foregoing, the Board and the Declarant shall have the right to erect reasonable and appropriate signs. The Declarant shall have the right to erect and maintain "For Sale" signs on any Unit in its sole discretion. No Owner shall erect "For Sale" signs other than the Declarant. Signs required by legal proceedings may be erected upon any Unit. The provisions of this Section shall not apply to any Person holding a Mortgage who becomes the Owner of any Unit as purchaser at a judicial or foreclosure sale conducted with respect to a first Mortgage or as transferee pursuant to any proceeding in lieu thereof. No signs may be erected inside a residence on a Unit which are visible from the exterior of such residence.
- (1) No boat, motor home, trailer, or recreational vehicle or trailer may be left upon any portion of the Development. All vehicles shall be parked within the driveway of each Unit. No vehicles may be parked overnight in the streets of Development.
 - (2) Detached garages shall be permitted.
 - (3) No unlicensed vehicle shall be left upon any portion of the Development. Vehicles which are inoperable for a period of five (5) days or more may not be stored upon any portion of Development. Such vehicles identified above must be removed by the Owner. The Association shall have the right to remove any such vehicle if not removed by the Owner within ten (10) days of notice, and the costs of such removal shall be an assessment against such

- Owner.
- (4) Trucks with mounted campers which are an Owner's or Occupant's primary means of transportation shall not be considered recreational vehicles, provided they are used on a daily basis for transportation and the camper is stored out of public view upon removal.
- d. Off Road. No motorized vehicles shall be permitted on pathways or unpaved Common Property except for public safety vehicles and vehicles authorized by the Board.
- e. Leasing. Units may only be leased for long term residential purposes only, which means all leases must be for a period not less than six (6) months. No short term leasing is allowed. All leases shall require, without limitation, that the tenant acknowledge that the tenant is subject to the Declaration, Bylaws, and rules and regulations of the Association. The lease shall also obligate the tenant to comply with the foregoing and shall provide that in the event of noncompliance, the Board, in addition to any other remedies available to it, may evict the tenant on behalf of the owner and specifically assess all costs associated therewith against the Owner and the Owner's Unit. Copies of all leases must be provided to the Board prior to the tenant taking possession of the Unit.
- f. Occupants Bound. All provisions of the Declaration, Bylaws, and of any rules and regulations, use restrictions or design guidelines promulgated pursuant thereto which govern the conduct of Owners and which provide for sanctions against Owners shall also apply to all Occupants even though Occupants are not specifically mentioned. Fines may be levied against Owners or Occupants. If a fine is first levied against an Occupant and is not paid timely, the fine may then be levied against the Owner.
- g. Animals and Pets. No animals, livestock, or poultry of any kind may be raised, bred, kept, or permitted on any Unit, with the exception of dogs, cats or other usual and common household pets. No pets shall be kept, bred or maintained for any commercial purpose. Dogs shall be kept on a leash when outside of a Unit. All Owners shall remove their pets' waste from Common Areas and Units. Owners who do not remove their pets' waste from Common Areas and Units shall be subject to fines which shall be collectible against the Owner as a specific assessment. No pets may be left unattended outside of a residence after 8 p.m. nor prior to 7 a.m.
- h. Nuisance. It shall be the responsibility of each Owner and Occupant to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on his or her Unit. No Unit within Development shall be used, in whole or in part, for the storage of any property or thing that will cause such Unit to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding property. No noxious or offensive activity shall be carried on within Development.
- i. Antennas. No exterior antennas of any kind, including, without limitation, satellite dishes, shall be placed, allowed, or maintained upon any portion of Development, including any Unit, without the prior written consent of the ARB. Satellite Dishes which are dark in color and are 18 inches or less in diameter shall be allowed, provided they are not visible from the street, installed upon or adjacent to a residence, and are integrated with the surrounding landscape.
- j. Tree Removal. No trees that are more than four (4) inches in diameter at a point two (2) feet above the ground shall be removed without the prior written consent of the ARB. However, no flowering trees, including, without limitation, dogwood trees, regardless of their diameter, shall be removed without the prior written consent of the ARB.

- k. Drainage. Catch basins and drainage areas are for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas. No Owner or Occupant may alter, obstruct or rechannel the drainage flows after location and installation of drainage swales, storm sewers, or storm drains, the right to alter same being expressly reserved to Declarant.
- l. Sight Distance at Intersections. All property located at street Intersections shall be landscaped so as to permit safe sight across the street corners. No fence, wall, hedge, or shrub planting shall be placed or permitted to remain where it would create a traffic or sight problem.
- m. Garbage Cans, Woodpiles, Etc. All garbage cans, woodpiles, hot tubs, spas, and related equipment, and other similar items shall be located or screened so as to be concealed from view of neighboring streets and property. All rubbish, trash, and garbage shall be regularly removed and shall not be allowed to accumulate.
- n. Subdivision of Unit. No Unit shall be subdivided or its boundary lines changed except with the prior written approval of the ARB. Declarant, however, hereby expressly reserves the right to replat any Unit or Units owned by Declarant. Any such division, boundary line change, or replatting shall not be in violation of the applicable subdivision and zoning regulations. Declarant's right to replat any Unit shall include the right to change the configuration of streets and otherwise make changes on the final plat for Development as to how the streets and common areas in Development are laid out.
- o. Guns. The use or discharge of firearms in Development is prohibited. The term "firearms" includes rifles, pistols, "BB" guns, pellet guns, and small firearms of all types.
- p. Fences. Alteration or movement of fencing upon any Unit may not be done without the prior written consent of the ARB. Notwithstanding the foregoing, the Declarant shall have the right to erect fencing of any type at any location. The Board shall have the right to erect fencing of any type considered appropriate or desirable by the Board at any location on the Common Property. All other fencing on Units must receive written approval from the ARB prior to it being erected, or the Owner and Unit shall be in violation of this Declaration.
- q. Air Conditioning Units. No window air-conditioning units may be installed.
- r. Lighting. Except as may be permitted by the ARB, exterior lighting visible from the street shall not be permitted except for (a) approved lighting as originally installed on a Unit; (b) One (1) decorative post light, (c) street lights in conformity with an established street lighting program for Development, (d) seasonal decorative lights; or (e) front house illumination of model homes.
- s. Swimming Pools and Hot Tubs. Swimming pools, hot tubs and portable spas shall not be permitted without the prior written consent of the ARB. Swimming pools must be enclosed by an approved fence.
- t. Play Equipment. All play equipment must be located where it is not visible from a private or public right of way, subject to ARB approval.
- u. Mailboxes. All mailboxes located on Units shall be of a similar style approved by the ARB. Mailboxes shall be kept painted and in good repair by the Owners. Replacement mailboxes may be installed after the type has been approved in writing by the ARB.
- v. Exteriors. Any change to the exterior color of any improvement located on a Unit, including, without limitation, the dwelling, must be approved by the ARB.
- w. Clotheslines. No exterior clotheslines of any type shall be permitted upon any Unit.
- x. Storage Sheds and Garages. Construction, installation or placement of a storage shed, tree house, play house, carport, or a building separate from the main house on the Unit is not permitted without the prior written consent of the ARB, in its sole discretion. All plans (which must include the length, width, height, materials, colors, and location) must be submitted to the ARB for written approval prior to obtaining building permits or starting

construction. The structure must be constructed, installed or placed in a location inconspicuous as much as possible from public view. All materials used in the construction of such buildings must match the main dwelling located on the Unit.

8. **INSURANCE AND CASUALTY LOSSES:**

- a. Insurance on Common Property. The Board or the duly authorized agent of the Association shall have the authority to and shall obtain insurance for all insurable improvements whether or not located on the Common Property which the Association is obligated to maintain. This insurance shall provide fire and extended coverage, including vandalism and malicious mischief, and shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard. Alternatively, the Board may purchase "all-risk" coverage in like amounts.
- b. Liability Insurance. The Board shall obtain a general commercial liability policy applicable to the Common Property covering the Association and its members for all damage or injury caused by the negligence of the Association or any of its members or agents, and, if reasonably available, directors' and officers' liability insurance. The public liability policy shall have a combined single limit of at least One Million Dollars (\$1,000,000.00). If available, the Board is authorized to obtain directors, and officers, liability insurance coverage.
- c. Other Insurance. In addition to the other insurance required by this Section 7, the Board shall obtain workers' compensation insurance to the extent necessary to satisfy the requirement of South Carolina law. The Board shall also obtain a fidelity bond or bonds on Association directors, officers, employees, and other persons handling or responsible for the Association's funds, if reasonably available. If obtained, the amount of fidelity coverage shall be in an amount no less than three (3) month's prorated Assessments plus any reserves. Bonds shall contain a waiver of all defenses based upon the exclusion or person serving without compensation and may not be canceled, subjected to nonrenewal or substantially modified without at least thirty (30) days prior written notice to the Association. The Association shall also obtain construction code endorsements, also known as law and ordinance endorsements, and flood insurance if necessary, and to the extent necessary, to satisfy the requirements of the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the U.S. Department of Veterans Affairs, or the U.S. Department of Housing and Urban Development.
- d. Declarant. The Board is authorized to obtain the insurance coverage required hereunder through the Declarant and to reimburse Declarant for the cost thereof. The Board shall not be required to comply with the provisions of this Section if the Board has contracted for or otherwise arranged to obtain the required insurance coverage through the Declarant.
- e. Premiums. Premiums for all insurance shall be common expenses of the Association. The policies may contain a reasonable deductible, and the amount thereof shall not be subtracted from the face amount of the policy in determining whether the insurance at least equals the full replacement cost.
- f. Miscellaneous. All such insurance coverage obtained by the Board shall be written in the name of the Association, as trustee for the respective benefitted parties, as further identified below. Such insurance shall comply with these provisions:
 - i. All policies shall be written with an insurance company authorized to do business in South Carolina.
 - ii. Exclusive authority to settle losses under policies obtained by the Association shall be vested in the Board; provided, however, no Mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any,



MILL CREEK POOL RULES

1. Hours of operation for the pool will be from eight (8) A.M. till sunset. Individuals using the pool after hours or when the pool is closed will be subject to a fine.
2. Due to health concerns, no smoking is allowed in the pool area. All smoking must take place outside the gated area. Receptacles will be provided. Smoking in the pool area is subject to a \$100.00 fine.
3. Children ages sixteen (16) years old and younger need to be accompanied by a responsible adult (18 years and older) at all times.
4. Individuals with swim diapers are permitted in the main pool. Proper swim diapers are also required for the baby pool and wet deck. There will be a \$100 Fine for non-compliance. In addition if the pool requires treatment for contamination (human feces), fines up to \$1000.00 will be levied to cover the treatment.
5. Guests should be limited to no more than five (5) people per household at any one time and must have proper supervision.
6. Do not use the pool when under the influence of alcohol.
7. No glass is permitted anywhere in the pool area. Violation of this rule is subject to a \$50.00 fine.
8. Proper swimwear is required. No jeans, cutoffs or thongs.
9. No solo swimming.
10. Each person using a float, supplied by Mill Creek, should use 1 float at a time. Any person seen destroying a float will be fined \$25.00 for each float destroyed.
11. Everyone must take a shower before entering the pool.
12. Running, pushing, causing undue disturbance, or any conduct that may endanger the welfare of self or other members is prohibited. No



13. Diving is not permitted into any part of the pool area. Jumping is permitted off any side of the pool areas, excluding the bridge and side deck of the lazy river.
14. Bikes, skateboards, motorized children vehicles and roller blades are prohibited within the fenced amenity area.
15. During severe weather conditions (heavy rain, lightning and thunder) and warnings, individuals must get out of the pool and seek shelter.
16. No pets are allowed in the pool or pool areas.
17. Food or drinks are not permitted in the pool or lazy river. Food and drinks are permitted in the deck area. This is subject to a \$50.00 fine.
18. Dispose of all trash into trash receptacles.
19. Use of personal audio equipment must be used with head phones in the pool area. Violation of this rule is subject to a \$50.00 fine
20. Foul or abusive language will not be tolerated.
21. A person(s) may be asked to leave the pool area if there is any condition or evidence which in the opinion of the security firm or Property Management will jeopardize the health and safety of them or other guests.
22. Children's strollers must remain at least eight (8) feet from the pool.
23. Inflatable rafts should not be larger than four (4) feet in length. Boogie boards and surf boards are not permitted. The HOA provided rafts should be returned to the racks after use.
24. All members use this facility at their own risk.
25. The HOA is not responsible for any valuables or personal property brought into the facility.
26. A security key is required for each family or individual while at the pool or the amenity center.
27. Do not move tables. Umbrellas should be closed after using.
28. Sidewalk chalk should not be used in the pool area.



29. Do not hold the gate open for people. Individuals who claim their card doesn't work maybe due to delinquent dues or they may not live in the community.
30. There are security cameras around the pool area for the safety of the residents. If you see someone breaking a rule, or who does not live in Mill Creek, call security or the Bluffton Police.
31. Any person failing to follow the rules is subject to fines and the revoking of all pool privileges. Any member behind on their HOA dues will also have their pool privileges revoked.
32. Closest phone for emergency use, along with the first aid kit, is located outside the pool equipment building by the bathrooms. Call 911 in case of any emergency.

This is your pool and amenities center. Please take pride in conserving this area and report any violations, misuse of equipment, rule violations, etc to the proper parties.

Mill Creek HOA
c/o Gold Crown Management
200 Heringe Parkway
Bluffton, SC 29910
(O)843-706-4042



Revised 02-28-12

MILL CREEK AT CYPRESS RIDGE PLAYGROUND RULES

For the safety of our children and to maintain the playground equipment in good working order, the following playground rules must be complied with:

1. Hours of operation are from 8:00AM to dusk.
2. Use of the playground is at the users own risk.
3. Playground use is prohibited during inclement weather.
4. Playground equipment is for Mill Creek resident's children and their guests only.
5. On site supervision is required for children under the age of 12.
6. The parent/supervisor is responsible for the behavior of their child(ren).
7. Proper footwear is required while using the playground.
8. No climbing or jumping from the playground fence is permitted.
9. The following are not allowed in the playground:
 - °Smoking in or with 50 feet of the playground area
 - °Food, drink or gum
 - °Sticks, bats, ropes, Frisbees, or balls
 - °Roller skates, roller blades, skateboards, or bikes
 - °Boisterous play that could cause injury to children
 - °Bullying
 - °Animals
 - °Adults on playground equipment
 - °Unsupervised children
 - °Playing with and/or destroying the playground landscaping.
 - °Intentionally misusing and/or destroying equipment.
 - °Using the equipment for purpose other than suggested by the manufacturer
10. Clean up after yourself and deposit waste in the designated trash receptacles.
11. If children are asked to leave by an adult for violation of any of the above rules, children must comply without reprisal.
12. In case of emergency call 911. Phone is located outside the bathrooms.
13. Children shall play cooperatively with other children.
14. Violations are subject to a \$75.00 fine and loss of privileges for 30 days.



Revised 02-28-12

MILL CREEK FITNESS EQUIPMENT USAGE RULES

1. Use of the fitness equipment is at your own risk. **There is no attendant on duty.** You are responsible for having a physical examination and a "physician approved" exercise program. In addition, you are responsible for these requirements being met by anyone using the facilities and equipment accompanied by you as a guest, or using your amenity security card to gain access. No one under sixteen (16) is permitted within the fitness room.
2. The fitness room will open at 5:00AM and close at 10:00PM.
3. No more than three (3) guests per household is permitted in the fitness center. Additional guests must be submitted to PAI for approval.
4. Always follow and use safety precautions that are provided on the equipment.
5. Towels are required to clean the equipment after each use. Please be considerate of the next person to use the fitness equipment.
6. Please be considerate of others and limit your use of equipment to thirty (30) minutes per station if someone is waiting to use the equipment.
7. A remote control TV is available for your enjoyment. Please keep the volume at a reasonable level. Please turn off the TV, radio and music if no one else is in the fitness center when you leave.
8. Proper attire and footwear are required to use the fitness equipment. No wet bathing suits, sandals or bare feet are allowed in the center.
9. There is no food, gum, pets, or smoking allowed in the fitness center.
10. All doors must be secure when you enter or exit the fitness room.
11. If the equipment is not operating properly, please contact PAI at 843-815-7133 to make a report.
12. Last person leaving any of the fitness rooms, please make sure all lights, TV and fans are shut down.