

**Frequently Asked Questions  
Concerning Huntington Lake Villas  
December 23, 2024**

Following are the answers to questions frequently asked of the Board. Note this is a summary and the responses are general. There may be other relevant provision in the governance documents. In the event of conflict between this summary and any governance document the terms of the governance document control.

**Management Company**

The management company is Surfside Realty Company, 213 Ocean Boulevard, Surfside Beach, SC 29575, general office number, 843-238-4900.

**Who is the community contact at Surfside?**

Ms. Deborah Adams, HLV Community Manager, [deboraha@surfsiderealty.com](mailto:deboraha@surfsiderealty.com)

**Who are the officers and directors and what is the homeowner point of contact with each?**

Chris Hopmann, President/Treasurer, Tracy Mikuta, Vice President, Charley DiSalvo, Secretary, Guy Marier, Director

**Where can I obtain copies of the HLV Master Deed and Amendments; Bylaws; and, Rules and Regulations?**

These documents are posted on the Surfside Realty HLV Portal website, Huntington Lake Villas.com and recorded with the Georgetown County Register of Deeds.

**Can I lease my home?**

The 27th Amendment of the HLV Master Deed (Article XV, Section 15.22, subsection (viii)) has placed additional restrictions on the circumstances under which homeowners can lease their home.

It states, that no unit may be leased after the 11/17/2021 recording of the amendment to the Master Deed, if title to this unit is changed to include any new or different owner (except in the case of a spouse is added to a deed). For clarification, this shall mean that, other than the spousal exception above, current owners may lease their unit but once ownership is altered in any way, the unit may not be leased.

Where leasing is still allowed to longer term owners, earlier restrictions within the Master Deed still apply. No more than three (3) units within the association may be leased at the same time and units must be rented by a written lease which shall be for a term of not less than twelve (12) months.

**What is an Exterior Work Request Form (“EWR”)?**

All exterior work must be approved by the Board before any work is commenced. Homeowners must submit a completed EWR. The EWR form is posted on the HOA website.

**How do multiple owners or an entity ownership vote?**

The Master Deed, Article VIII, Section 8.8 requires that “in the event any Unit is owned in the names of two or more persons or entities, whether fiduciaries, joint tenants, tenants in common, tenants in partnership or in any other manner of joint or common ownership, one person or entity shall be designated the voting owner to bind all the others. Written notice of such designation shall be delivered to the Secretary of the Association prior to the exercise of the vote by joint owners.”

**Is the HOA or the Unit Owner responsible for entrance Doors, windows, screen porches and associated framing?**

The Master Deed, ARTICLE VI, Section 6.4, provides: "...the boundary lines of each Unit, are the exterior doors, windows and glass walls and frames thereof, which doors, windows, glass walls and frames are hereby deemed to be a portion of and included in the Unit boundaries." Article XI, Section 11.2 (iii) obligates the owner to "maintain and/or replace doors, including the garage door, door frames, hardware that are part of the entry system of a Unit; to maintain and/or replace all windows, window frames, window and porch screens, vents and floor coverings within the Unit on the screen porches, which are Limited Common Elements; and to replace any and all broken window glass". Article XI, Section 11.2, (xii) obligates the owner "to maintain his Unit and the screen porches and patio in good condition and to repair doors, windows, window glass..." Any work done by the owner must comply with the requirements of the HOA. An Exterior Work Request form must be submitted by the Owner. Work may not begin until approval is obtained. Article XI, Section 11.3 provides: “No owner shall make any structural modifications or alterations within his or her Unit or to any external door, window, vent, flue or other external element of his or her Unit without the written consent of the Board of Directors” of the HOA.

**Is the HOA or the Unit Owner responsible for walkways and the driveway?**

Article XI, Section 11.2, (iv) of the Master Deed makes it the owner’s responsibility to “maintain, repair and replace the paved driveway or any paved walkways designated for the exclusive use of the Unit”.

**Is the HOA or the Unit owner responsible for the rear courtyard?**

Article XI, Section 11.2, (vi) of the Master Deed makes it the owner’s responsibility to "maintain, repair and replace any landscaped areas and the storage structure within the privacy wall located in the rear of a Unit". Any work done by the owner must comply with the requirements of the HOA. An exterior work request form must be submitted by the owner. Work may not begin until approval is obtained. An EWR must be submitted and approved prior to the installation of any fencing. Permanent fencing is not permitted.

**Is the HOA or the Unit Owner responsible for the garage Door, screen porch and patio?**

The Master Deed, Section (xii) obligates the owner "To maintain his Unit and the screen porches and patio in good condition and to repair doors, windows, window glass ...". As such, damage such as wood rot of garage door and exterior door trim and framing, loose bricks under door sills, standing water in the rear courtyard or on patios is the responsibility of the owner to repair. An exterior work request form must be submitted by the owner. Work may not begin until approval is obtained.

**Does the HOA touch up exterior siding and trim?**

Units will be painted based on a maintenance schedule. The HOA does not do touch up except if it makes a repair which requires it.

**Is the HOA or the Unit Owner responsible for exhaust and other vents?**

The Master Deed, ARTICLE XI, Section 6.4, (iv) includes within the Unit Boundaries all immediately visible fixtures, appliances, mechanical and electrical systems and equipment, heating and air-cooling systems and any other equipment which are (*sic*) for the sole and exclusive use of any unit." ARTICLE XI, Section 11.2 (iii) makes it the owner's responsibility to "... maintain and/or replace...vents...". Please note damage to the owner's unit or the HOA regime property caused by the failure to keep vents clean is the owners responsibility.

**What work can a Unit owner do in the Common Areas?**

The Master Deed Article XI, Section 11.2 (x) provides an owner must "refrain from repairing, altering, replacing, painting or otherwise decorating or changing the appearance of any portion of the Common Elements without first obtaining the consent in writing of the Association and to refrain from repairing, altering, replacing, painting, decoration or changing any exterior appendages to the Unit without first obtaining the aforementioned consent. The Master deed Article XI, Section 11.2 (xii) provided "No owner shall make or cause to be made any structural addition, alteration, decoration or repair or change in the Common Elements or any portion of the building in which the Unit is located without the prior written consent of the Association. Under this Secretion owners may not make changes or additions to plant material in Common Elements. Consent must be requested by an Exterior Work Request form. Work may not begin until approval is obtained.3

**How does the HOA provide pest control?**

The HOAs contract provides for scheduled service. Any other call for service is at an additional charge. Service call requests should be made through the management company. Depending on the service request the owner may be responsible for payment of the charge.

**Does the HOA have a blanket flood insurance policy?**

Flood insurance is currently the responsibility of the individual owner.

**What does the HOA insure?**

The actual coverages provided by the HOA are provided by the Broker to the owners each year at policy renewal and are available upon request at other times from the Treasurer. The coverages are described in the Master Deed Article XIII Section 13.1 which requires that all hazard insurance coverage cover "each Unit as delivered to a Unit Owner by the Declarant". Coverage is "exclusive only if the contents, decorations and furnishings of an individual Unit supplied by the Unit Owner and any additions and improvements made by the Owner of the Unit." Please review the Master Deed and Amendments for other provisions relating to insurance. It is the Owners responsibility to be sure there are no gaps in coverage for those things the Owner is obligated to insure and the insurance provided under the Master Deed and that of the Owner.

**What assessments am I subject to?**

Owners must pay the HLV monthly assessment by the 1<sup>st</sup> of each month. If not paid by the 10<sup>th</sup> of the month due a \$25.00 late fee is payable to the HOA and other fees and costs may be incurred by the owner as provided in the Master Deed and Amendments. The fees continue each month payment is not made. Owners are also responsible to pay monthly assessments to the Reserve and Litchfield by the Sea. HLV receives no portion of those payments. In addition to the monthly assessments each year there is an annual insurance assessment. There may be other special assessments levied by each association. HLV has no control over special assessments levied by the Reserve or Litchfield By The Sea and does not receive any part of the proceeds. At the closing of any sale of a Unit there is a \$750.00 "capital contribution assessment" payable by the new owners. See the 27<sup>th</sup> Amendment to the HLV Master Deed posted on the website for further details.

**The HOA encourages all owners to elect auto draft for the monthly assessment payments which will avoid late charges as a result of mail delays or simply forgetting to make the payment.**