

DYE TOWNHOMES PROPERTY OWNERS' ASSOCIATION, INC. RULES & REGULATIONS

This document is a consolidation of rules, regulations, and restrictions adopted by the Association. It should be viewed as supplemental to the Master Deed & Bylaws.

This consolidation necessarily contains the revised rules and regulations. Whether modified from their original content or not, this entire document has been approved and ratified by the Board of Directors on the date below.

This document is subject to updates periodically, as may be determined and adopted by the Board of Directors. This document is approved and effective February 18, 2025.

Legal Description: Dye Townhomes Property Owners' Association
5650 Pete Dye Road
N. Myrtle Beach, SC 29582

Contact Information: Ponderosa Management, LLC
P. O. Box 1706
N. Myrtle Beach, SC 29598
843-399-9888 – Main number
843-399-1761 – Fax number

The rules, regulations, and restrictions of the above named Association, Dye Townhomes Property Owners' Association, Inc, were approved for filing on February 18, 2025

Ronnie S. Parker, Jr.
(Signature)

Ronnie S. Parker, Jr., Board of Directors



THE DYE TOWNHOMES
PROPERTY OWNERS ASSOCIATION, INC
RULES, REGULATIONS,
AND GUIDELINES

INTRODUCTION

The purpose of this Rules and Regulations document is to serve as a tool to help ensure that The Dye Townhomes remains a protected, private, residential community where owners and guests can enjoy its natural beauty.

By purchasing a residence or property within The Dye Townhomes community association, you automatically become a member of the association and remain so for as long as you own your property. Membership in the association is mandatory and every owner must abide by the requirements set forth in our community's governing documents, specifically, the By-Laws, the Declaration, Master Deed or Covenants, Restrictions and Easements and associated amendments.

You should have received copies of these documents from your closing attorney. If you have not received a copy, please request a copy from your attorney or our HOA Management Company. As a property owner in a community association, you will be required to pay assessments and abide by the community's rules and restrictions plus the ARC mandates. Fines will be issued for violations as outlined in this document.

Document Revision History

Version Number	Revision Date	Summary of Changes	Author
V1.0	05/17/2023	Proposed Initial DRAFT Version	The Dye Townhomes Advisory Committee
V1.1	8/9/2023	Minor changes to vehicle list and correction of ten to twelve.	The Dye Townhomes Advisory Committee
V2.0	2/19/2025	Additions and updates for the transition from the Grantor/Declarant to the owners.	The Dye Townhomes Board of Directors

ACCESS TO THE DYE TOWNHOMES

Any and all access to The Dye Townhomes is through the primary guard house manned gate at The Dye Club entrance.

The unique benefit of owning within The Dye Townhomes is that our primary gate is manned with a security guard to control access **24 hours per day, seven days a week.**

Once a resident has obtained a **barcode** label from the Management Company, they may enter through the resident gate. Residents may also enter via the guest-side gate by either requesting the guard to manually open the gate or by entering in their personal identification number (#PIN) on the keypad. Another option is to purchase electronic access from the property management company for community access software that allows an owner to bypass the paper process and gate call.

Guests are permitted to enter the front gate only if a resident has previously informed the Guard of their name, date, and lot to be visited. The Guardhouse Phone Number is (843- 390-1322). For recurring vendor/contractor access, residents should complete the Gate Access for Contractors form. The vendor/contractor form must be renewed every two months.

ANTENNAS & TELECOMMUNICATIONS DEVICES

Television antennas, radio receivers, satellite dishes, or similar devices cannot be attached to or installed on any portion of the common area by an owner or renter, except as required by the Telecommunications Act of 1996 and in conformity with the rules of the Federal Communications Commission.

ASSOCIATION LIABILITY

The Association assumes no responsibility and provides no insurance covering property of owners, dependents, guest or renters. The Association's master insurance policy covers common area property damage, Association general liability, and Directors/Officers liability insurance. Each Owner must carry their own unit and personal property insurance.

BALCONIES, PATIOS AND WALKWAYS

Articles of clothing, linens, towels, etc. are not to be hung on the balcony or balcony railings.

All loose objects should be moved into the unit's interior during those times when the unit is unoccupied, especially during hurricane season.

Glass tops for tables should be avoided unless securely fastened to the table top.

Cigars, cigarettes, cans or any other objects are not to be disposed of from the balconies or decks or placed in the wetlands.

Using balconies or screen porches as storage areas is strictly prohibited.

CONDUCT

For the enjoyment of the owners, dependents, guests and renters all will be expected to exhibit good behavior, taste, restraint, and moderation at all times while on Association premises. The orderly conduct of owners', dependents, guests and renters while in the community or using any of the amenities shall be the responsibility of the owner. Owners are responsible for their dependents, for their guests and for the action of renters and their invitees. The owner shall pay any fines, charges, or damages attributable to a dependent, guest or renter.

FIREWORKS

The discharge of fireworks and/or any other type of noise making device is expressly prohibited on any part of the property and in the City of North Myrtle Beach.

Pond Use

The purpose of the pond is for natural beauty and water management. Fishing, paddle boarding, boating, and swimming in pond is prohibited.

GRILLS

The use of grills follows the City of North Myrtle Beach's code of ordinance:

https://library.municode.com/sc/north_myrtle_beach/codes/code_of_ordinances?nodeId=COOR_CH11FIPR_S11-11NFICOAD Specifically, **Sec. 11-9. - Open burning.**

(a)*Applicability.* The provisions of this section are applicable to all areas located within the corporate limits of the City of North Myrtle Beach.

(b)*Definitions.* *Open burning* means the intentional setting of a fire outside of a structure.

(c)*Prohibition of open burning.* Open burning is prohibited except as provided as follows:

(1) Fires set for the cooking of food for human consumption if:

(a) Contained within a device designed for the purposes of cooking food over open flame,

(b) Kept from beneath or under, and a **minimum** of ten (10) feet away from any multifamily or commercial building, and

(c) If the cooking fire is constantly attended until extinguished

The Association additionally rules that:

1. only the use of propane or electric grills is permitted for cooking
2. only grills made for cooking are allowed
3. open fire pits are not permitted for cooking or any reason

HAZARDS

No owner, dependent, guest or renter shall use or permit to be brought into a dwelling, porch, or balcony any flammable oils or fluids such as gasoline, kerosene, other explosives or articles deemed hazardous to life, limb or property. This includes motorized vehicles of any kind brought inside any unit. The discharge of fireworks and/or any other type of noise making device is expressly prohibited on any part of the property. The common areas, including trash bins, parking areas and streets are not playgrounds. Please use extra caution when bike riding, skating, or riding battery operated transport devices as the roads within the community are used for vehicular ingress and egress.

JANITORIAL/MAINTENANCE STAFF

The site staff and contractors have been hired to maintain the community's common areas for the benefit and enjoyment of all owners, guests and renters. These personnel are not permitted to perform personal tasks for individuals during their working hours or while on their own time. Please do not place them in an uncomfortable and compromising position by asking for assistance with personal tasks.

LANDSCAPING

Please help us with the protection of landscaping and landscaped areas. Activities which could damage or destroy the landscaping are not allowed and will incur additional expenses for the Association. Use of the paved surfaces will eliminate unnecessary wear and tear on the landscaped areas.

LIGHTS

The roadway and parking area streetlights are leased from Horry Electric and are serviced on an as needed basis. If you notice that one of these streetlights is not functioning properly, please contact the Association Office to ensure that the streetlight has been reported for repair.

MOTORCYCLES

Motorcycles must be stored in the garage when not in use.

Owners must contact the management office and provide them with the motorcycle type, registration plate number, owner contact information and unit number. A numbered decal will be issued which must be displayed on the motorcycle at all times. Security and site staff will not allow motorcycles into the community that do not have a decal.

NOISE

Being thoughtful of one's neighbors is an especially important consideration in a multi-family building. Loud noises from television, stereo equipment, musical instruments and loud talking should be kept to a minimum at all times and especially during the hours from 11:00 PM to 7:00 AM. As we all share common areas, please be considerate by being conscious of noise when using these areas. The Association follows the noise ordinance of the City North Myrtle Beach found here:

https://library.municode.com/sc/north_myrtle_beach/codes/code_of_ordinances?nodeId=COOR_CH12HESA_ARTVNO

To file a noise complaint, see this link:

<https://www.nmb.us/478/Noise-Complaint>

OCCUPANCY

The maximum number of occupants allowed in 4-bedroom units will be ten (10) people. This is the number recommended by the City. It is calculated using the number of allocated parking space for a unit. The calculation is: 2.5 people x parking spaces. Most units have 4 parking spaces, hence $2.5 \times 4 = 10$. If a unit does not allow parking in the garage due to its use for other than parking, then the number changes to $2.5 \times 2 = 5$.

Some end units have ancillary/overflow parking spaces next to their units. These parking spaces are for overflow parking and are limited to parking for 24 hrs. These parking spaces ARE NOT counted in the number of spaces used to determine occupancy for any unit.

OWNER RESPONSIBILITIES

Owner/Association Maintenance and Repair Responsibility

Items	Association	Owner
Appliances (stove, refrigerator, microwave, etc.)		X
Cable (contact HTC)		X
Doors-Exterior front/back (including knobs and locks)*		X
Doors - Interior individual units		X
Electric - individual units		X
Gutters and Downspouts	X	
HVAC Maintenance & Repair – individual units		X
Insurance - Master Policy	X	
Insurance - individual units		X
Internet - individual units (contact HTC)		X
Landscape Maintenance	X	
Lights – Streetlights	X	
Mailbox keys		X
Mailboxes	X	
Pest Control (common area and individual units)	X	
Plantings/Shrubs	X	
Plumbing - common - sewer & water pipes	X	
Plumbing - individual units		X
Porches, patios, balconies – cleaning & maintenance, screens, flooring, ceilings.		X
Roof repairs and/or replacement	X	
Termite Control	X	
Window & Door Frames		X
Windows - cleaning interior and exterior		X
Windows – glass and screens		X

PARKING AND ANCILLARY PARKING

Parking is not allowed on any area of The Dye Townhomes except parking designated for each unit as described below and here ->

OCCUPANCY

Each townhome unit has two exterior parking spaces, not including the inside of garages. Parking in the street is a parking violation and is subject to fines and/or towing.

Most end units have one or two ancillary (overflow) parking spaces. These spaces are for the use of overflow parking FROM ANY UNIT and are designated as community parking. Anyone may use these parking spaces for 24 hrs.

Parking rules and regulations are strictly enforced and violations will be enforced.

PETS

Any dog trained to attack persons, property or other animals or dogs trained to guard persons or property are deemed not to be normal household pets and are therefore prohibited. The pet must not unreasonably disturb the peaceful possession and quiet enjoyment of the property or other owners, guests or renters. All pets (including cats) must be under the control of the person walking it and kept on a leash that does not exceed 7 feet in length at all times when outside of the unit. The pet's owner is responsible to clean up after the pet when it relieves itself in the community's common areas. Owners who are in violation of the pet rules and regulations are subject to fines and sanctions imposed by the Board of Directors.

Tenants and lessees are **NOT** permitted to keep dogs, cats or other normal household pets inside their respective units as per The Master Deed. **Owners shall be responsible for their guest, tenant or lessee's violation of any rule and regulations and may be subject to sanctions and fines imposed by the Board of Directors.**

RENTAL RESTRICTIONS

Rentals in The Dye Townhomes are restricted to a Six (6) month minimum.

The Dye Townhomes Rules and Regulations and the Master Deed follow all law, statute, ordinance, or rule with the intent to maintain documents that are cohesive and do not contradict the City or State. North Myrtle Beach or the State of South Carolina can enact a governance document that could impact rentals. All owners that choose to rent must abide by City and State rental law as well as The Associations documents and rules.

The rental rules for The Dye Townhomes were filed with the City of North Myrtle Beach, SC, The Dye Estates MF-4 PDD Amendment Development Regulations dated as of August 9, 2021 was recorded July 5, 2022 in Deed Book 4568 at page 2968. In addition, the Amendment to Development Agreement for Barefoot Resort and Golf PDD was entered into by and between the City, MMG Holdings, LLC and NVR, Inc, dated as of December 21, 2021 and recorded December 30, 2021 in Deed Book 4500 at Page 1700.

These deeds state:

"The Landowner and Developer agree that the minimum term of rental agreement for residential units constructed up the Subject Property shall be Six (6) months, provided the following any such initial Six (6) month period, residential leases may be extended for period of less the Six (6) months to the same tenant, provided such extensions are for successive periods of not less the Thirty (30) Days. No sub-lease or assignment shall be permitted which would result in a party occupying a residential unit for a period do less the Six (6) months, the express intent of this provision being to prohibit short-term and/or overnight rentals."

Units may not be used for any vacation time sharing plan, interval membership or vacation multiple ownership plan as defined in SC Law or any amendment or subsequent laws of this state dealing with a similar type of ownership.

Renters are not allowed access to the Barefoot Resort Beach Cabana or the Barefoot Resort Beach Cabana parking lots.

Owners who rent their unit must ensure that all leases and rental contracts require the renters to abide by all conditions and restrictions placed on the use and occupancy of the unit and the common area by regime documents. An owner who rents their unit must follow the rules, statutes, and ordinances of the City of North Myrtle Beach, SC.

North Myrtle Beach has implemented a set of regulations designed to balance the economic benefits of rentals with the needs and well-being of local residents. These regulations ensure that rentals operate safely and responsibly within the community. These regulations and any new regulations or ordinances to be set by The City of North Myrtle Beach, SC in the future must be abided by The Dye Townhomes.

Licensing and Registration

1. **Business License:** All rental operators in North Myrtle Beach and within The Dye Townhomes must obtain a business license from the city. This involves submitting an application with details about the property and the rental operation. The business license must be renewed annually.

Owners who rent must provide copies of their license to the management company and the Board within 30 days of its issue. Any unit rented without the required license or do not provide copies to the Board, will result in a warning and fines as referenced in the Fine Amounts Section.

The City of North Myrtle Beach, SC may also levy fines as is within their discretion.

All rental contracts will be in writing. Any owner who rents his unit must provide the tenant a list of rules and regulations of the Association.

Any rental agency handling an owner's unit must agree to abide by the rules and regulations and be responsible for informing persons renting through their agency of any breaches of the rules and taking any and all corrective action.

If an agency or person continues to ignore corrective action against the renters or refuses to cooperate with the Association in the enforcement of rules and regulations, the Association may require the owner to cease using the services of that particular rental agency. Refusal to do so may result in fines against the owner as referenced in the Fine Amounts Section of this document. Any fines will become a part of the assessment against the unit and owner.

The Association request renters to consent to a background check and one be performed by the host/owner. South Carolina allows property owners and managers to conduct background checks, but you must not violate the Fair Housing Act (FHA), which prohibits discrimination based on race, color, national origin, religion, sex, familial status, or disability. This means that if you're conducting background checks, you cannot use the information from the check to discriminate against potential renters based on these protected categories.

In South Carolina it is legal to screen renters for criminal history or creditworthiness and is advised to do so, but you cannot reject a renter solely based on their race, nationality, religion, gender, etc. You must obtain **written consent** from the renter before conducting a background or credit check.

No unit shall be used for purposes other than vacation stays or primary residency. The use of any unit as a shelter for transient individuals is strictly prohibited. No property within the community may be rented, leased, or otherwise occupied by any non-profit organization (NGO), charitable organization, social service agency, or similar entity.

All complaints will be investigated and appropriate action taken to address any violations.

RULE CHANGES

Your Board of Directors reserves the right to change, modify or amend these Rules, Regulations and Guidelines as it deems necessary, in its sole discretion, to provide respectful and enjoyable use by all.

SIGNS

No signs, placards, decorative plaques, etc. shall be placed by an owner in any of the community's common areas. All signage will be agreed upon by the board and standards for the signage met.

No solicitation signs, including "for rent", "for sale", or any other type of signage may be placed in or on a unit's window, door or otherwise displayed for viewing from the exterior of a unit. This includes "for sale" signs in car windows parked in the common areas.

TRASH

All household trash must be bagged and put **inside** the bins located at either end of the property. Nothing is to be placed on top of or anywhere outside of the bins. Cardboard boxes must be taken offsite to a recycling center and are NOT allowed in the bins.

The bins are for household waste only. Items such as packing materials, furniture, appliances or similar items must be removed from the property in another manner. These items are not to be placed in the bins or bin enclosures. Violations are subject to a fine per occurrence.

Trash may not be placed or stored on walkways or any common areas within the community.
Parking is NOT allowed in the areas in front of the bins. Doing so prohibits trash pickup to occur on scheduled days.

UNIT RESTRICTIONS & MODIFICATIONS

Use of units is restricted to residential use only.

The owner may use a unit as a combined residential and executive or professional office so long as it does not interfere with the quiet enjoyment by others and does not include visitation by clients, unreasonable levels of mail, shipping, storage or trash requirements.

No use of the unit which is a source of unreasonable noise or interference with the peaceful possession and quiet enjoyment of any other portion of the project by other owners, renters, their families, invitees and guests is permitted. No immoral, improper, offensive or unlawful use will be made of any unit.

All units must be kept in a clean and sanitary condition. No rubbish, refuse or garbage will be allowed to accumulate.

No fire hazard will be allowed to exist.

No use or condition will be permitted which may increase any insurance costs.

Please remember that should an owner wish to change elements of their limited common area (porch, balcony, windows, doors, or landscaping) the owner must first fill out an ARC application to be reviewed and approved by the ARC Committee and in some instances the Board prior beginning a project.

VEHICLE RESTRICTIONS

Vehicles must be parked in designated parking spaces. There is no parking or storage in common areas of:

- mobile homes
- trailers (with or without wheels)
- motor homes
- rental golf carts
- tractors
- trucks (other than pickup trucks)
- commercial vehicles of any type
- campers
- motorized campers & trailers
- boats or other watercraft
- boat trailers
- motorcycles
- motorized go-carts
- OR any other related form of transportation.

Automobiles are to be parked in the paved parking spaces provided. Quite naturally, common courtesy demands that we respect the property of others and, for this reason, care should be exercised in opening car doors so as not to cause any damage to adjoining vehicles.

Golf carts may not be parked on the streets in any area at any time.

Vans are NOT permitted on the premises when being used as living/sleeping quarters.

Car maintenance, i.e., changing oil, engine work, etc., is not permitted on premises.

Inoperable or unregistered vehicles are not permitted on the premises.

The Association enforces a "tag and tow" policy for violation of any of the above noted restrictions. Vehicles that are in violation of the covenants will be tagged and subsequently towed if not removed from the community within 24 hours. The vehicle owner will then be responsible to contact the towing company to pay towing charges and retrieve their property. This policy is strictly enforced by the Association.

Please observe the stop signs and speed limit signs, as traffic control is imperative for the safety of all.

VIOLATION POLICY & ENFORCEMENT

Whenever a violation of the Rules and Regulations applicable to The Dye Townhomes community is reported the unit owner will be informed of the violation at the telephone contact number, address, and/or email address on file and requested to take corrective action within twenty-four (24) hours. Should a second violation be reported of the same rule infraction within a twelve-month period, a certified letter will be sent to the unit owner notifying

them that a fine is being levied. All fines become a part of the homeowner's assessment and can accrue late fees and interest.

The Association Management and site staff shall have the full authority to enforce the rules. Any resident can report an alleged violation to the Association.

FINE AMOUNTS

This is the fine structure for violations that occur from ANY unit in the The Dye Townhomes. There are three categories for fines: 1) rental violations, including occupancy, and license submission 2) Fireworks and 3) everything else.

Rental Fine Structure

1. First occurrence – warning
2. Second occurrence - \$1000.00
3. Third or more occurrence - \$2500.00

Fireworks Fine Structure

1. First occurrence – \$250.00
2. Second occurrence - \$500.00
3. Third or more occurrence - \$1000.00

Fine structure for all other violations

Violations that can result in a fine are specifically:

- Noise
- Parking*
- Trash
- Prohibited vehicles
- Common area damage
- Irrigation system damage
- Pets
- Conduct

1. First occurrence – warning
2. Second occurrence - \$50.00
3. Third or more occurrence - \$250

* Parking violations are subject to fines and/or towing.

How you can help

These Rules, Regulations and Guidelines have been created to share our community's expectations of every owner, guest and renter in order to preserve the common good and value of all our properties as well as a safe, peaceful, and enjoyable quality of life. As a community member you can help enforce the Rules. If you observe criminal actions or those involving traffic violations, call the police. If you observe and of The Dye Townhomes rule violations, please call the Association Management office, use the contact information below.

Your Association Board of Directors appreciates your cooperation and compliance with these Rules, Regulations and Guidelines.

Ponderosa Management, LLC
ATTN: The Dye Townhomes
4876 Barefoot Resort Bridge Road, Suite C
N. Myrtle Beach, SC 29582

843-399-9888 telephone
843-399-1761 fax
dwwashington@pm-llc.com
Mailing Address:
PO Box 1706
N. Myrtle Beach, SC 29598

**HORRY COUNTY REGISTER OF DEEDS
TRANSMITTAL SHEET**

**TO BE FILED WITH EACH INSTRUMENT PRESENTED ELECTRONICALLY FOR RECORDING.
HORRY COUNTY REGISTER OF DEEDS, 1301 SECOND AVENUE POST OFFICE BOX 470 , CONWAY ,
SOUTH CAROLINA 29526**

DOCUMENT TYPE OF INSTRUMENT BEING FILED: Restrictions

DATE OF INSTRUMENT: .

DOCUMENT SHALL BE RETURNED TO:

NAME: Paige F Bellamy, PC

ADDRESS:

PO BOX 3347

MURRELLS INLT, SC 29576-2673

TELEPHONE: (843) 299-1659

FAX: (843) 299-1659

E-MAIL ADDRESS: paige@bellamypc.com

Related Document

(s):

PURCHASE PRICE / MORTGAGE AMOUNT: \$.

BRIEF PROPERTY DESCRIPTION: Rules Regulations and Restrictions of Dye Townhomes

TAX MAP NUMBER (TMS #), / PIN NUMBER: ,

GRANTOR / MORTGAGOR / OBLIGOR / MARKER (FROM WHO):

FULL BUSINESS NAME

1. DYE TOWNHOMES PROPERTY OWNERS ASSOCIATION INC

GRANTEE / MORTGAGEE / OBLIGEE (TO WHO):

FULL BUSINESS NAME

1. DYE TOWNHOMES PROPERTY OWNERS ASSOCIATION INC