



# The Dye Estates Homeowners Association, Inc.

## Rules and Regulations

Adopted by

The Dye Estates Homeowners Association, Inc.

Version #: **V3.0**

Effective Date: January 1, 2021

For the most current version of these Rules and Regulations,  
please contact the Management Company or go to:  
[https://barefoothoa.com/communities/community\\_form/dye-estates](https://barefoothoa.com/communities/community_form/dye-estates)  
and click on “COMMUNITY INFO & RULES”

# Authors (Initial Version)

The Rules Committee, a group of community members sanctioned by the Board of Directors, volunteered to review the Rules and Regulations (R&R) document to ensure it was comprehensive and best served the interests of The Dye Estates Homeowner Association (HOA) members. The R&R Committee member authors are Jan Berry, John Craddock, Barbara McKenna\*, Jeffrey Rice, John Russo, Reba Siniscalchi\*, Patricia Saunders, and Deborah Strange.

After many months of reviews and meetings, drafts of this document were distributed to the entire community for further input before finally being presented and voted on by The Dye Estates, Inc., HOA Board of Directors.

\*HOA Board Member

## Foreword

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

By purchasing a residence or property within The Dye Estates 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 your 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, the Management Company, or The Dye Estates section of the Barefoot Resort Residential Association (BRRA) website ([barefoothoa.com](http://barefoothoa.com)). As a property owner in a community association, you will be required to pay assessments and abide by the community's rules and restrictions.

**The Dye Estates Master Documents** and other important and useful information may be found on the Barefoot Resort Residential Association **website ([barefoothoa.com](http://barefoothoa.com))** under Neighborhoods/Dye Estates.

## Page Numbering

This Rules and Regulations document starts on Page 100 to avoid any conflict with the ARC page numbers.

# Document Revision History

Version Number	Revision Date	Summary of Changes	Author
V2.0	12/7/2017	Proposed Initial Version (previous versions were draft only)	Rules Committee
V2.1	1/24/2018	ARC Design Guidelines Deleted. See ARC Design Guidelines, Standards, and Procedures	HOA Board & Rules Committee
V2.2	2/11/2018	Rules and Reg's (no ARC) with editorial comments incorporated	
V2.3	2/18/2018	Edits from 2/16 Committee meeting	
V2.4	2/22/2018	Incorporated reviewers corrections	
V2.5	2/22/2018	Attorney Version	
V2.6	3/23/2018	Community Review Version	
V2.7	6/4/2018	Incorporated Changes from Appeals Committee Review of Community Feedback	Appeals Committee
V2.8	6/5/2018	Moved Survey from Appendix to General Information Section	
<b>V2.9</b>	<b>6/5/2018</b>	Added Website info to front cover, revised Section 7.8, changed effective date to 6/15/18	<b>HOA BOARD APPROVED 6/5/18</b>
<b>V3.0</b>	<b>01/01/2021</b>	Added payment/collection info, Updated Manager name, added R&R fine policy, Board may perform appeals committee duties, vacant lot owners invoiced for 3 bush hogging cuts in 1 <sup>st</sup> qtr of year, added rental restrictions changed page numbering to begin at Page Number 100	<b>HOA BOARD APPROVED 12/21/2020</b>

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## 1.0 GENERAL INFORMATION

### 1.1 PHILOSOPHY

The Dye Estates is a unique residential community within Barefoot Resort & Golf, North Myrtle Beach. From the breathtaking golf-course views to the spectacular view of the Intracoastal Waterway, our community possesses great natural beauty, including towering trees, a lake, and wetlands. Our community objective is to show respect for and to enhance this natural beauty through sensitive, thoughtful development and maintenance.

In any private residential community such as The Dye Estates, certain rules and restrictions have been established to ensure that development can proceed in an orderly and well-planned manner. The original developer determined the overall land plan and infrastructure and prepared the initial regulations and covenants used for our community. The DCCR and these rules and regulations protect the community with the goal of sustaining the natural environment, enhancing the overall beauty, maintaining property values, and supporting and encouraging neighborhood cohesion.

### 1.2 AUTHORIZATION

The Declaration of Covenants, Conditions and Restrictions (DCCR) and Bylaws filed with Horry County grant The Dye Estates Homeowners Association, Inc., Board of Directors (the Board) the authority to establish rules, procedures and guidelines. Article V of the By-Laws of the Dye Estates Homeowners Associations, Inc., provides the authorization to establish the Rules Committee. The Board approved the Rules Committee's recommendations as codified herein. See [Attorney Opinion](#) appendix our attorneys' opinion letters.

When warranted, the Board will direct the Management Company to impose monetary fines or other penalties for violations of the requirements as defined in this document.

**Precedence:** Based on that authority these Rules and Regulations are established and, after adoption, supersede all others previously adopted, Standards and Procedures." After adoption, the latest version will always supersede all others previously published. The effective date of any amendment (modification, addition, or deletion) will be noted on the title page and change history page of this document.

**Interpretation and Severability:** Whenever possible, each provision of this document shall be interpreted to be valid and effective under applicable law, but if any provision of this document is prohibited, invalid, or unenforceable under any particular circumstance, that provision shall be ineffective only to the extent of the prohibition, invalidity or unenforceability, without invalidating that provision under any other circumstance or invalidating the remaining provisions of this document.

All appendices listed herein and attached hereto are hereby fully incorporated by reference.

**Amendment and Revision:** These Rules and Regulations cannot be amended or revised except by the vote of The Dye Estates Board of Directors.

### 1.3 AUGUST 2017 RESIDENT SURVEY

#### And the Survey said . . .

The August 2017 Resident Survey had a banner response—65 owners! The average time spent on the survey was under 4 minutes per person, yet the Rules and Regulations committee and the Board learned a lot. The Board intends to survey our community annually and welcome suggestions as to what next year's questions should be.

Based upon the responses, the Rules and Regulations Committee, a volunteer group of owners, recommended, and the Board approved, the following:

- Quiet, interior vendor/subcontractor work **should be allowed** during daylight, non-contractor hours. (Quiet work would include painting that doesn't involve a compressor or other noisy equipment, spackling, wallpapering, and electrical work.)
- Weekday work hours for vendors/contractors should be 7 am to 7 pm.
- Saturday work hours for vendors/contractors should be 8 am to 5 pm.
- Vendors/contractors (lawn maintenance, construction,...) should not be permitted to work on:
  - "Monday after the Masters"
  - New Year's Day
  - Easter Weekend (Friday-Sunday)
  - Memorial Day Weekend (Saturday – Monday)
  - 4<sup>th</sup> of July
  - Labor Day Weekend (Saturday-Monday)
  - Thanksgiving Weekend (Thursday-Sunday)
  - Christmas Eve, Christmas, and day after Christmas
- Flags should NOT be restricted to American and State Flags only.
- Political signs SHOULD be allowed on personal property

The fill-in-the blank comments were categorized. All comments and suggestions were passed onto the Board for their consideration. One thing that was evident from the responses is that it needs to be clarified as to who is responsible for what (HOA Board vs. Waccamaw Management vs. various resident Committees vs. Golf Course). This document hopefully has clarified this.

As far as what people liked most about our neighborhood, the overwhelming response was the friendly neighbors, beauty, privacy, security, home style diversity, and mature trees.



## 1.4 ABBREVIATIONS AND DEFINITIONS

**Applicant:** Refers to person requesting ARC changes to a property (typically the lot owner)

**ARC:** The Dye Estates Architectural Review Committee

**ARC Guidelines:** Architectural Review Committee Design Guidelines, Standards and Procedures

**Architectural Review Committee Design Guidelines, Standards and Procedures:** The Dye Estates at Barefoot Resort & Golf Architectural Review Committee Design Guidelines, Standards and Procedures; Available from the Management Company or on the BRRRA website.

**Association:** The Dye Estates Homeowners Association

**Board:** The Dye Estates Homeowners Association Board of Directors

**BRRRA:** Barefoot Residential Resort Association

**BRRRA Website:** <https://barefoothoa.com/>

**Building Envelope:** The area enclosed within setback lines.

**Bylaws or By-Laws:** The By-Laws recorded with Horry County, SC

**CCR:** Declaration of Covenants, Conditions and Restrictions for The Dye Estates

**City:** The City of North Myrtle Beach

**City Code:** The applicable rules and regulations promulgated by the City of North Myrtle Beach

**County:** Horry County

**DCCR:** Declaration of Covenants, Conditions and Restrictions for The Dye Estates

**HOA:** Homeowner Association

**Management Company:** Waccamaw Management, LLC

**Master Documents:** DCCR (including amendments), By-Laws, and all legal documents filed with the County

**NMB:** The City of North Myrtle Beach

**OCRM:** Ocean and Coastal Resource Management

**PO:** Property Owner

**Setback Line:** A line at a predetermined distance within a lot and typically parallel to a property line as established by an indenture deed, recorded restrictive covenants and/or as shown on a recorded plat. In the case of conflict between the various documents establishing setback requirements, the most restrictive shall apply.

**Setback Area:** The area between the property lines and the required setback lines.

## **2.0 MANAGEMENT**

### **2.1 MANAGEMENT COMPANY**

Waccamaw Management, LLC, provides the administrative services, physical property supervision, and fiscal management and invoicing services for The Dye Estates Homeowner Association as directed by The Dye Estates Homeowners Association Board of Directors. The HOA Board sets the policies based on community feedback and Waccamaw Management implements it. Waccamaw Management also provides the HOA Board advice based on lessons learned from other communities. Their contact information can be found on the BRRRA **website** at barefoothoa.com under Neighborhoods/Dye Estates/Contacts/Community Contacts.

**Association Manager:** Renee Corn

**Phone:** 843.272.8705

**24/7 Emergency Phone:** 843.272.8911

**Email:** info@waccamawmanagement.com

**Fax:** 843.272.1856

**Payment Website:** <https://www.waccamawmanagement.com/login.php>

**Payment Address:** Dye Estates @ Barefoot Resort c/o  
Waccamaw Management, LLC.  
P.O. Box 66241  
Phoenix, AZ 85082-6241

**Office Address:** 605 Briarwood Dr, Suite C, Myrtle Beach SC 29572

#### **2.1.1 PAYMENTS**

Payments can be either made electronically or mailed. All Payments should be made payable to The Dye Estates HOA. Assessment payments are due on the first of the month. A payment coupon book is mailed to each owner every year.

#### **2.1.2 FEES / INTEREST / COLLECTION POLICY**

Fees, Interest, and the Collection Policy for the HOA is located in the Appendix entitled [Fines and Penalties](#).

### **2.2 BOARD OF DIRECTORS**

The Dye Estates Homeowners Association, Inc., Board of Directors (the Board) is composed of elected volunteers who are owners of property in The Dye Estates.

### **2.2.1 AUTHORITY**

As articulated in Article III of the By-Laws of The Dye Estates Homeowners Association, Inc., the affairs of the Association shall be governed by a Board of Directors which has the authority to delegate any of its responsibilities to agents, committees, and others.

### **2.2.2 MISSION**

The Board's mission is to preserve and enhance the property of The Dye Estates by:

- 1) Overseeing the maintenance of the common ground areas,
- 2) Developing policies for the benefit of our premier community, and
- 3) Upholding our Declaration of Covenants, Conditions and Restrictions (DCCR), ARC Guidelines, Rules and Regulations, and other policies.

### **2.2.3 PHILOSOPHY**

The Board serves the Homeowners by taking a fair, ethical and objective approach in representing the interest of all property owners. The Dye Estates will be maintained as a safe, friendly, and enjoyable place to live for each homeowner and his/her respective family.

### **2.2.4 CONTACTS**

The current Board member names can be found on the BRRRA **website** at barefoothoa.com under Neighborhoods/Dye Estates/Contacts/Community Contacts or may be contacted via **email** at dyeest@barefoothoa.com.

## **2.3 ARCHITECTURAL REVIEW COMMITTEE**

The Dye Estates Architectural Review Committee (ARC) is composed of volunteers, appointed by The Board, who are owners of property in the Dye Estates. The ARC also utilizes the support of paid architectural professionals.

### **2.3.1 CONTACTS**

The current ARC member names can be found on the BRRRA **website** at barefoothoa.com under Neighborhoods/Dye Estates/Contacts/Community Contacts or may be contacted via the Management Company.

### **2.3.2 ARCHITECTURAL REVIEW COMMITTEE DESIGN GUIDELINES, STANDARDS AND PROCEDURES**

A copy of the Architectural Review Committee Design Guidelines, Standards and Procedures may be requested from the Management Company and is also found on the BRRRA Website. Should the Website version differ from the version kept by the Management Company, the Management Company's version takes precedence.

## **2.4 APPEALS COMMITTEE**

The Appeals Committee should not have less than five (5) members and shall not include Board nor ARC members. The Board shall select the first chairperson. Subsequent chairpersons shall be selected by an anonymous Committee vote. On occasion, the Board may decide that it will perform this function, such as when Appeals Committee members are unavailable.

#### **2.4.1 CONTACTS**

The names of the current Dye Estates Appeals Committee members can be found on the BRRA **website** at barefoothoa.com under Neighborhoods/Dye Estates/Contacts/Community Contacts or may be contacted via email at dyeest\_ac@barefoothoa.com.

#### **2.4.2 PROCESS**

All written complaints from a member arising from a Rules and Regulations action or lack of an action taken by or on behalf of the Association shall be first referred to this Committee.

If an individual wishes to appeal a citation, he or she must notify the Management Company in writing within ten (10) days of issuance of the written citation. Email contact address must be provided by the individual to the Management Company. Within five (5) days of receipt of the request for an appeal, the Management Company must acknowledge by email receipt of the request for an appeal. The Management Company will forward the written appeal to the Appeals Committee within five (5) days. The citation will stand unless written request for an appeal is received by the Management Company within the required ten (10)

The Appeals Committee shall make such investigation, as it deems appropriate, meet with the complainant (if requested), and shall present its recommendation to the Board of Directors for their final approval. The goal is to accomplish these tasks and present its findings and recommendations to the Board of Directors in 10 work days. This timeline goal may be problematic if an in-person complainant appearance before the Appeals Committee scheduling becomes difficult. The Board of Directors shall issue a written response to the complainant setting forth its determination of the matter.

### **2.5 BRRA VOTING MEMBERS**

The names of the current Dye Estates representatives to the BRRA can be found on the BRRA **website** at barefoothoa.com under Neighborhoods/Dye Estates/Contacts/Community Contacts or may be contacted via **email** at dyestvm@barefoothoa.com.

## 3.0 DAILY LIFE: GENERAL RULES & RESPONSIBILITIES

### 3.1 GATE ACCESS

The Dye Estates has two gates: the primary gate with guardhouse and the secondary gate with keypad and barcode reader.

#### 3.1.1 PRIMARY GATE WITH GUARD HOUSE

The unique benefit of owning within the Dye estates 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. (See Section [Secondary Gate](#) for how to get a PIN number.)

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, resident should complete the [Gate Access Request for Contractors](#) located in the appendix.

#### 3.1.2 SECONDARY GATE

The primary benefit of the second gate is that it reduces the traffic within the single-family section of the Dye Estates by limiting access to owners and their guests.

For easy gate access for residents and their guests, residents may request a Gate PIN (Personal Identification Number) Request via the [Gate Access Codes Form](#) in the Appendix. This will also allow for displaying the resident's name(s) to be displayed for guests in the keypad directory so that the guest can call a resident from the gate. Another benefit of selecting a PIN is that rather than having to keep track of temporary codes, the resident can have their own permanent code.

Here are the options for entering through the secondary gate:

#### RESIDENTS:

- ❖ The same vehicle barcode label used by owners for the front gate will open the secondary gate.
- ❖ If a resident is **entering** in a vehicle without a barcode label or walking, the 4-digit PIN selected in the Gate PIN Request form should be entered, preceded by the “#” symbol.
- ❖ If a resident does not have a PIN, he or she should request a temporary PIN from the guard house before proceeding to the secondary gate.

#### GUESTS/CONTRACTORS:

- ❖ Once guests and contractors have checked in at the primary gate, the guards should provide them with a temporary PIN number to enter at the secondary gate.

- ❖ Assuming a [Gate Access Code Form](#) (see appendix) has been completed and processed by the management company, visitors can alternatively select the resident's name from the keypad directory and select the "Call" button. Once the resident has answered their personal phone, the resident should simply presses "9" on their phone to open the gate remotely.
- ❖ If the Gate Access Code form has not been completed and processed by the management company, visitors can use the keypad directory to call the front guard house to request them to remotely open the gate.

## 3.2 YARD MAINTENANCE

Leaves, grass, and other yard debris may not be blown nor dumped onto the street, onto vacant lots, nor onto common areas. Any yard debris resulting from your landscapers attending to your lot must be disposed of by your landscapers. Dye Estate streets shall never be used as material staging areas. Piling materials, including but not limited to mulch, on any street or cul-de-sac is not allowed.

### 3.2.1 VACANT LOT OWNERS

~~The Owner of each vacant Lot has the option to maintain the lot themselves as defined in the ARC section of this document or pay The Dye Estates Homeowner Association to bush hog and maintain.~~

#### *Bush Hogging Invoices*

The Association arranges for bush hogging to be performed on lots typically 3 times per year. Lot owners will be invoiced for 3 cuts in the first quarter of the year and, if necessary, for another cut later in the year.

#### *Fallen Trees*

Since downed trees impedes bush hogging and appearance of lots, it is the owner's responsibility to remove fallen trees. If a lot owner wants to request the community landscaper remove trees (for a fee), the management company will provide their phone number upon request.

#### *Debris on Lots*

Unless special arrangements are made between the owners of empty lots and the City of North Myrtle Beach, yard debris and trash left at the curb of empty lots will not be picked up.

### 3.2.2 DWELLING OWNERS

The Owner of each dwelling shall be required to maintain the landscaping of his Lot and on any contiguous property between his Lot and the pavement edge of any abutting road. All such landscaping shall be maintained by the Owner in good condition and appearance, and as required, mowing, watering, trimming, fertilizing, and weed, insect and disease control shall be performed by the Owner.

Underground sprinkler systems must be maintained and used to irrigate all landscaping, or any other landscaping the Owner is required to maintain. All landscaped areas shall be primarily

grass, and shall not be paved or covered with gravel or any artificial surface without prior written consent of the ARC.

All dead or diseased sod, plants, shrubs, trees, or flowers shall be promptly replaced, and excessive weeds, underbrush or unsightly growth shall be promptly removed.

No artificial grass, plants, or other artificial vegetation shall be placed or maintained on the exterior of any Lot unless approved by the ARC.

There shall be no dumping of waste on vacant lots, or lots that did not generate the refuse.

### **3.3 UNSIGHTLY CONDITIONS**

#### **3.3.1 UNSIGHTLY CONDITION**

Per the DCCR, Article II, Section 2.6 – Unsightly Condition) *“It shall be the responsibility of each Owner and tenant thereof to prevent the accumulation of litter, trash, packing crates or rubbish or the development of unclean, unsightly or unkempt condition of buildings or grounds on his or her Lot either before, during or after construction, nor to permit accumulations which shall tend to substantially decrease the beauty of the Community as a whole or the specific area.”*

#### **3.3.2 DWELLING EXTERIOR**

Each Owner shall maintain his dwelling and all improvements and personal property upon his Lot in good condition at all times. The exterior of all dwellings, including but not limited to roofs, walls, doors, windows, patio areas, pools, screenings, mailboxes, and awnings, shall be maintained in good condition and repair and in a neat and attractive manner. No Owner shall change the exterior color of his dwelling without the consent of the ARC. All sidewalks, driveways and parking areas within the Owner's lot or serving the Owner's dwelling shall be cleaned and kept free of debris, and any cracks, damaged and/or eroding areas on same shall be repaired, replaced and/or resurfaced as necessary.

### **3.4 ANIMALS AND PETS**

Only common domesticated household pets may be kept on any lot or in a Dwelling, but in no event for the purpose of breeding or for any commercial purposes whatsoever.

No other animals, livestock, reptiles or poultry of any kind shall be kept, raised, bred or maintained on any portion of the Property.

Pet owners are responsible for control of their pets and for cleaning up any mess that a pet creates within any Lot or the Association Property.

With the exception of when a pet is on its owner's property, pets must be restrained by a leash at all times.

### **3.5 GARBAGE**

All garbage, recycling, and refuse containers shall be stored out of view from the street, preferably in a garage.

Containers shall be placed at the curb no sooner than dusk, the day prior to collection, and returned to their proper location the day of collection.

### **3.6 CLOTHESLINES AND OUTSIDE CLOTHES DRYING**

No clotheslines or clothes-poles shall be erected, and no outside clothes-drying is permitted.

## **4.0 SAFETY**

### **4.1 SPEED LIMIT**

All persons, shall drive carefully and obey the community-wide 25 m.p.h. speed limit.

### **4.2 WORKSITE SAFETY & BEHAVIOR**

Worksite safety and behavior rules are found in the ARC Guidelines.

### **4.3 NEIGHBORHOOD WATCH**

The name of the current neighborhood watch representative can be found on the BRRA **website** at barefoothoa.com under Neighborhoods/Dye Estates/Contacts/Community Contacts or may be contacted via **email** at watch@barefoothoa.com.

## **5.0 PARKING, VEHICULAR RESTRICTIONS, OUTBUILDINGS, & OUTSIDE STORAGE**

### **5.1.1 PARKING**

No overnight parking is permitted on any streets. On the rare occasion (e.g., holiday overnight guests) when an owner's garage and driveway is not sufficient, a request may be made to the Management Company for temporary permission to park on the street overnight. The email request must include the date requested, the number of the vehicles, and the street location. Routine requests will not be granted.

No parking at any time on the lawn, or areas other than driveways or garages, other than what is permitted during construction activities.

All vehicles parked within the Property must be in good condition and repair, and no vehicle which does not contain a current license plate or which cannot operate on its own power shall be parked within the Property outside of an enclosed garage for more than 24 hours.

### **5.1.2 ALL-TERRAIN VEHICLES, MOTORCYCLES, VEHICLE REPAIRS**

No major repair of any vehicle shall be made on the Property.



All-terrain vehicles and the like are not permitted to be operated within the Property or parked overnight outside of an enclosed garage.

Any motorcycle or other permitted motorized vehicle must be licensed for street use.

## **5.2 OUTSIDE STORAGE OF PERSONAL PROPERTY**

The personal property of any Owner shall be kept inside the Owner's Dwelling except for patio furniture and accessories, personal property commonly kept outside, and recreational equipment which must be kept in the rear of the Lot and must appear neat and in good condition. For basketball equipment, see [Recreational Equipment](#) section.

## **5.3 OTHER BUILDINGS, BOATS, AND VEHICLES**

No boat, mobile home, camper, trailer, recreational vehicles (RV/camper), truck (except passenger trucks), tent, barn, or other similar out-building, vehicle or structure shall be placed on any lot nor parked outside of a garage without advance written permission from the HOA, or if during the construction process, with advance written permission from the ARC. Permission for up to 48 hours will typically be granted for residents for the purpose of preparing their boats or RVs for use. To request permission, email the Management Company. The request must include the lot number, the date(s) requested, the type of vehicle or boat, and for what purpose.

## **5.4 MOVING & STORAGE CONTAINERS / TRAILERS**

With advance written permission from the HOA, moving trucks, trailers and storage containers (e.g., PODS, U-Haul, etc.) may be parked on an owner's property overnight for very limited period of time. When residents are moving in or out of their property, longer periods of time (up to a week) may be granted. To request permission, email the Management Company. The request must include the lot number, the date(s) requested, the type of vehicle, container, or trailer, and for what purpose.

## 6.0 PROPERTY USAGE

### 6.1 NUISANCES

No obnoxious or offensive activity shall be carried on about the Lots or in or about any improvements, Dwellings, or on any portion of The Dye Estates.

### 6.2 LEASING, RENTING, ...

No portion of a Dwelling (other than an entire Dwelling) may be leased or rented.

The fourth Amendment to the Dye Estates CCRs restricts any type of short-term rental arrangement for a rental term of less than 365 days, including vacation time sharing plans or vacation multiple ownership plans or any similar programs (Airbnb, Trip Advisor, etc). Below is an excerpt from the Four Amendment. The full Amendment, along with all master documents, may be found on the BRRA website or requested from the Management Company:

**“2.11 Restriction on Short-Term Rentals, Timeshare Ownership.** Dwellings, or any portion thereof, shall not be used for or subject to any type of short-term rental arrangement for a rental term of less than Three Hundred Sixty Five (365) days, any such lesser period being referred to as a *“Short Term Rental,”* and the Dwellings shall not be used for or subject to any type of Vacation Time Sharing Plan or Vacation Multiple Ownership Plan, as defined by S.C. Code Ann. § 27-32-10, et seq. (1976), as amended, or any fraction-sharing, residence club, vacation club, or similar program whereby the right to exclusive use rotates among participants in the program on a fixed or floating time schedule over a period of years, or is made available, along with other accommodations which are part of the program, for reservation and use by participants in the program in accordance with program rules (collectively hereinafter referred to as *“Prohibited Programs”*). Dwellings, or any portion thereof, shall not be advertised or used in conjunction with the marketing or sale of Short Term Rentals, including, but not limited to through any agency or web based service such as Airbnb, HomeAway, Trip Advisor, FlipKey, or the like, or of interest in any Prohibited Programs, or to provide accommodations for prospective purchasers of such interest, or otherwise.

### 6.3 RESIDENTIAL AND PERMITTED NON-RESIDENTIAL ACTIVITIES

All Lots in The Dye Estates shall be used for residential purposes exclusively. The use of a portion of a dwelling on a Lot as an office by the Owner or tenant thereof shall be considered a

residential use if such use does not create regular customer or client traffic to and from the Lot, as determined by the HOA.

## **7.0 LAKES/PONDS**

### **7.1 GENERAL**

There shall be no swimming, use of personal flotation devices, or boating of any type on the Lakes, wetlands, drainage areas, or retention ponds.

Owners shall not construct any piers nor docks on any portion of a Lake/Pond.

Fishing is prohibited.

### **7.2 ADDITIONAL RESTRICTIONS ON LAKES AND DRAINAGE AREAS.**

No Owner other than the Association, may pump water from, add water to, drain or in any other way interfere with the water in the lake(s) and drainage areas on the Property.

With the exception of protected wetlands, all Owners of lots adjacent to any lake, pond, or retention area shall properly mow, trim, fertilize and maintain the lakefront on his lot as if said area were a portion of the Lot owned by such Owner, including, but not limited to, keeping underbrush, grass and other plants cut and neat, and shall maintain any embankment so that grass, planting or other lateral support to prevent erosion of the embankment shall not be changed without the prior written consent of the ARC. No such Owner shall dig or dredge to enlarge the lake, or fill to reduce the size of the lake. In the event any such Owner fails to comply with this paragraph, the Association may enter upon his lot and perform the Owner's duties, and the Owner shall be responsible to the Association for all costs associated therewith.

All purchasers of lots adjoining lakes and/or drainage features assume all hazards and risks normally associated with water and water action including, but not limited to, the hazards of children, animals and property.

The landscaped area between the water line and an adjoining Waterfront Lot shall be reserved hereby for the use and enjoyment of the Owner of such Waterfront Lot, and all other Owners shall be restricted from entering upon such area, except as a guest or invitee of the Owner of the subject Waterfront Lot.

### **7.3 OUTDOOR LIVING AREAS, SWIMMING POOLS, SPAS, AND HOT TUBS**

No swimming pools, spas, hot tubs, docks, cabanas, or similar equipment or facilities shall be installed on the exterior without the written consent of the ARC.

## 7.4 FENCES AND WALLS

No fence may be constructed on the portion of any Lot unless approved by the ARC. All fences must be maintained and kept clean. No broken components. No weeds or over-growth. No fence may be constructed on any portion of any Lot unless approved by the ARC.

## 7.5 EXTERIOR LIGHTING

Exterior lighting requires ARC Approval. See ARC guidelines for requirements which include, but are not limited to the following:

- "...shall be designed so as to not be an annoyance to the surrounding residents...source of the light (bulb) cannot be viewed off premises..."
- "Lighting for walkways and outdoor living areas should be low lumen diffused lighting..."
- "Uplighting for landscape lighting should be low lumen..."

## 7.6 AWNINGS & CANOPIES

Awnings and canopies affixed to the exterior of the residence require ARC approval.

## 7.7 LANDSCAPING & IRRIGATION

See also: [DAILY LIFE: GENERAL RULES & RESPONSIBILITIES](#)

### 7.7.1 TREES

**.See the Architectural Review Committee Design Guidelines, Standards and Procedures for restrictions related to cutting, removing, or mutilating trees, shrubs, and bushes.**

The 2017 resident survey responses clearly identified the mature trees within The Dye Estates as one of the most appreciated benefits of owning within our community.

North Myrtle Beach has made the commitment to become a "Tree City USA." In addition to ARC regulations, the City of North Myrtle Beach has **Tree Preservation Regulations** which must also be adhered to.

The City regulations define which protected trees must be preserved and may not be cut without a permit, diversity requirements when replacing trees, etc. In the case of conflict between ARC and City regulations, the stricter regulation applies.

See Appendix "[Fines and Penalties](#)" for fines for unauthorized removal or damage to trees.

### 7.7.2 IRRIGATION

Sprinkler heads are to be directed away from the street to guard against saturation of the road base and discoloration of the curb and pavement.

### **7.7.3 WETLANDS**

No Owner shall remove native vegetation nor add or introduce additional vegetation or other forms of plant life or landscaping within any wetland areas located on or adjacent to any portion of the Property. No owner may construct or maintain any building, residence, or structure, or undertake or perform any activity in any wetland areas or wetland buffer areas.

### **7.8 RECREATIONAL EQUIPMENT**

Rules for recreational equipment are defined in the ARC Guidelines.

### **7.9 FLAGS & FLAGPOLES**

~~Flags must be non-offensive, as determined by the HOA. A maximum of two (2) flags per lot are permitted to be placed on residences and mailbox posts.~~

~~Freestanding flagpoles shall not be visible from the street and must be approved by the ARC.~~

Rules for flags (quantity permitted, how hung,..) and flagpoles (location, size,..) are defined in the ARC Guidelines.

### **7.10 MAILBOXES AND HOUSE NUMBERS**

Rules for mailboxes and house numbers are defined in the ARC Guidelines.

### **7.11 SIGNS**

Rules for signs are defined in the ARC Guidelines.

Per CCR, Article II, General Covenants, Section 2.4 Signs, *“No signs or ornaments shall be erected or maintained on the Property by anyone, including but not limited to, the Owner, a realtor, a contractor or subcontractor, except with the written permission of the Declarant, the ARC or except as may be required by legal proceedings. If such permission is granted, the Declarant or the ARC reserves the right to restrict site, color and content of such signs.”* See also Architectural Review Committee Design Guidelines, Standards.

## 8.0 APPENDIX

### 8.1 FINES AND PENALTIES

The Management Company periodically visits our community to ensure that The Dye Estates will continue to be a beautiful, well-maintained community. When a violation is observed, the Management Company will notify the property owner via email and US Postal mail to the address of record. It is the owner's responsibility to keep the Management Company informed of changes of address. The letter will state how many days the owners have to correct the violation which in most cases is within seven (7) days of the date of the correspondence. If the violation is not corrected within the allotted timeframe, then owner will be notified again of another occurrence.

For example, if an owner has dumped litter on a vacant lot (first time), they will be informed that they have 7 days to clean up and remove the litter. If the litter is not cleaned up within the 7-day timeframe, a \$25 charge will be incurred (2<sup>nd</sup> occurrence, even though it is the same litter). If after 4 weeks the litter still has not been cleaned up, the total amount due would be \$125 (\$0 + \$25 + \$50 + \$50), and so on.

Should an owner feel the notification is unwarranted or that there are mitigating circumstances, that owner may appeal in accordance with the procedures specified within the "Appeals Committee" section of these Rules and Regulations ([Click here](#)).

#### 8.1.1 FINE SCHEDULE

	First Occurrence	2 <sup>nd</sup> Occurrence Within a Calendar Year	Each Additional Occurrence Within a Calendar Year
Garbage Cans	Warning	\$25	\$50
Pet Waste	Warning	\$25	\$50
Dumping waste on vacant lots, wetlands, ponds, lakes, intracoastal waterway, or common areas	Warning	\$25	\$50
Road debris, includes mulch, lumber, dirt, etc.	Warning	\$25	\$50
Poorly maintained yard (overgrown, litter, ...)	Warning	\$25	\$50
Other rules violations not specifically covered in this fine and penalties schedule	Warning	\$25	\$50
Severe damage to, or removal of, a protected tree – See ARC Guidelines	<del>\$500 / tree</del>	<del>\$500 / tree</del>	<del>\$500 / tree</del>

### **8.1.2 FINE COLLECTION POLICY**

The corporation known as The Dye Estates Homeowners Association, Inc. (hereinafter referred to as “Association”), a South Carolina Mutual Benefit, Non-Profit Corporation (herein referred to as The “Association”), has a Declaration and By-Laws. The Board of Directors of the Association is empowered to govern the affairs of the Association pursuant to the By-Laws, Declaration and the South Carolina Non-Profit Act §33-31-101, et seq.

The Board of Directors of the Association is specifically empowered to invoke the ability and means of the Association to make rules and regulations which may include levying fines against its members for violations of the Declaration together with the By-Laws, and pursuant to the following provisions of the By-Laws: (Article III, Section C, Subsection 3.17 and (Article III, Section C, Subsection 3.18 ; and whereas, there is a need to set forth certain rules and regulations accompanied with a schedule of fines for specific and general violations or infractions as the Board of Directors may deem them as such; and whereas, all individual members of the Association shall be susceptible to such fines so long as they are in violation of the governing documents or rules and regulations of the Association mentioned herein.

**All fines may be treated in the same manner as an assessment and will be added to the Owner’s account and may be secured by a lien and collected in the same manner as provided in the Master Deed.**

The Board of Directors of The Dye Estates Homeowners Association, Inc., hereby invokes the power to make rules and regulations which may be accompanied by levying fines against its members for violation. ~~of such by a majority vote of the Board of Directors in each case~~

The current rules and regulations and a schedule of fines for specific offenses is available upon request from the Management Company and also available on the BRRA website.

## Gate Access Codes and Contact Profile Form

**Name** (print): \_\_\_\_\_

**Lot(s)** – (list all you own within the Dye): \_\_\_\_\_

**Mailing Address for Voting and other important notifications:**

\_\_\_\_\_

**Primary email address:**

\_\_\_\_\_

**Secondary email address(es):**

\_\_\_\_\_

**Please complete the following to be displayed in the keypad directory at the gates. Note:** Although listing your name is not required, it can make the entry process for your guests much easier. If you do not want anything displayed, an alternative is to provide your phone number and select a 4-digit personal access code (PIN).

	Lot #	Last Name	First Name	Area Code	Phone #	4-Digit PIN**
1 <sup>st</sup> User						
2 <sup>nd</sup> User [opt.]						
3 <sup>rd</sup> User [opt.]						
4 <sup>th</sup> User [opt.]						
5 <sup>th</sup> User [opt.]						

\*\*Do not choose a code that uses your lot # or address # or other codes easy to guess, such as 1-2-3-4. Every code must be unique. **Numbers cannot be greater than 8999.**

By completing the keypad directory information above, I hereby grant The Dye Estates Board of Directors & their management company, permission to include said names in the Gate Directory.

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

(Signature)

(Date)

## 8.2 GATE ACCESS REQUEST FOR CONTRACTORS



## The Dye Estates

### Request Direct Gate Access for Vendors

(To be submitted to the management [company](#))

Owner Name(s): \_\_\_\_\_

Lot Number: \_\_\_\_\_

Physical Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_ Cell: \_\_\_\_\_

**Please list all contractors/subcontractors that should be allowed access without a courtesy call.**

<b>1.</b>	
<b>2.</b>	
<b>3.</b>	
<b>4.</b>	
<b>5.</b>	
<b>6.</b>	
<b>7.</b>	
<b>8.</b>	
<b>9.</b>	
<b>10.</b>	
<b>11.</b>	

### 8.3 ATTORNEY OPINION



March 16, 2018

**ATTORNEY / CLIENT**  
**PRIVILEGED COMMUNICATION**

Via Electronic Mail

Board of Directors  
The Dye Estates Homeowners Association, Inc.  
c/o Melanie Elsea  
Waccamaw Management, LLC  
Myrtle Beach, SC 29572

**Re: The Dye Estates Homeowners Association, Inc. – General Rules and Regulations**  
**Our File No.: 18-1369**

Dear Board of Directors:

It is my understanding that the Board has requested our firm's opinion regarding the HOA's adoption of new rules and regulations, and specifically, the Board's power to have and enforce fines in the event of violation of a rule and regulation duly enacted by the Board of Directors. We have reviewed all of the relevant documents received to date, including Attorney Mac McCutchen's opinion letter to the Board dated December 27, 2017. See attached. We are in agreement with Attorney McCutchen's attached opinion letter and his follow-up discussions with Melanie Elsea of Waccamaw Management regarding the same. Likewise, it is our opinion that the HOA has the authority to adopt new general rules and regulations.

Based on the above, it is our opinion that the Board has the authority to adopt and send out the new rules and regulations. Please let me know if you have any questions, comments, or concerns.

Sincerely,

THE PEARCE LAW GROUP, P.C.

L. Raymond Wells, Esq.

Enclosure

---

1314 PROFESSIONAL DRIVE MYRTLE BEACH, SC 29577  
843.839.3210 WWW.PEARCELAWGROUP.COM FAX 843.839.3214

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December 27, 2017

VIA EMAIL

Board of Directors  
The Dye Estates Homeowners Association, Inc.  
c/o Melanie Elsea  
Waccamaw Management, LLC

RE: The Dye Estates Homeowners Association, Inc.  
Our File No.: 66842

Dear Board of Directors:

Please be advised the Board is requesting our opinion regarding their power to have and enforce fines in the event of violation of a rule and regulation duly enacted by the Board of Directors. Please be advised there are several applicable provisions outlined in the Dye Estates governing documents and, the Board, in supporting its ability to enforce the fines, may rely on the following provisions:

1) Article III C.

3.17 Powers

*The Board of Directors shall have all of the powers and duties necessary for administration of the Association's affairs and for performing all responsibilities and exercising all rights of the Association, as set forth in the Declaration, these By-Laws, the Articles, and as provided by law, the Board may do or cause to be done all acts and things which the Declaration, Articles, these By-Laws, or South Carolina law do not direct to be done and exercised exclusively by the Members.*

3.8 Duties *The duties of the Board shall include, without limitation:*

- (f) *making and amending rules and regulations;*

(1) *enforcing by legal means the provisions of the Declaration, these By-Laws, and rules adopted by it ...*

(2) South Carolina Nonprofit Corporation Act

§33-31-302(18) General Powers

*To do all things necessary or convenient, not inconsistent with law, to further the activities and affairs of the corporation.*

Under the Declaration of Covenants, By-Laws and the South Carolina Non-Profit Corporation Act, the Board derives the power to make and amend rules and regulations and, enforce these rules and regulations by levying a fine against the owner who violates the duly adopted rules and regulations. Please be advised, in general, voluntary associations have the authority to fine their members under both the South Carolina Non-Profit Corporation Act and common law.

Furthermore, in *Brown v. Spring Valley Homeowners Association, Inc.* (S.C. Ct. 2016 - Unpublished Opinion), the court stated the following:

*"Section 33-31-206 (S.C. Nonprofit Act) requires nonprofit corporations to adopt bylaws and provides the bylaws "may contain any provision for regulating and managing the affairs of the corporation that is not inconsistent with law or the articles of incorporation." Currently, there are no South Carolina statutes or appellate opinions prohibiting nonprofit corporations from fining their members."*

The Court affirmed the Circuit Court's conclusion that as a matter of law, the Association has the authority to impose fines on its members for violations covenants.

Please keep in mind an Unpublished Opinion has no precedential value; however, it should be noted because it can provide guidance on how a Court will most likely rule if the fines should be challenged.

Without language to the contract in the governing documents, we believe the Board of Directors derives the power to levy fines for violations of the Rules and Regulations from the above-referenced provisions.

Please be advised this opinion is made solely for the Board of Directors. Please do not hesitate to contact me should you have any questions.

Sincerely yours,

McCUTCHEN, MUMFORD, VAUGHT & GEDDIE, P. A.

Luther O. "Mac" McCutchen  
MAC/eb

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