



THE DYE TOWNHOMES  
CONDOMINIUM ASSOCIATION  
AT BAREFOOT RESORT

2557 Pete Dye Drive  
North Myrtle Beach, SC 29582

RULES, REGULATIONS,  
AND GUIDELINES

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**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 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. As a property owner in a community association, you will be required to pay assessments and abide by the community's rules and restrictions.

### 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

### 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.

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.

### ACCESS TO UNITS

In order to facilitate the proper handling of pest control service and emergency situations, the Association Office must be provided with a key to each unit. All requests to loan out a key to a unit shall be from the owner and received by the Association office by phone or email.

The Association Office will attempt to accommodate owners who have lost their unit key *during regular business hours*. Owners must go to the Association Office and provide identification in order to obtain the Association's copy of the unit key. The Association Office does not offer key service after hours. ***The Association Office will not provide keys to renters.***

## 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. Owners must carry 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, or any other objects are not to be disposed of from the balcony or deck.

Using balcony 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 fees, 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.

## FISHING

Fishing in pond is prohibited.

## GRILLS

The use of individual grills is strictly prohibited. No grills may be placed on individual patios or porches or in the common area grass including behind buildings.

## HAZARDS

No owner, dependent, guest or renter shall use or permit to be brought into a dwelling, garage, 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 building corridors, stairwells, sidewalks, parking areas and streets are not playgrounds. Please use extra caution when bike riding as the roads within the community are used for vehicular ingress and egress.

## JANITORIAL/MAINTENANCE STAFF

The site staff has been hired to maintain the community's common areas for the benefit and enjoyment of all owners, guests and renters. The site staff is not permitted to perform personal tasks for individuals during their working hours or while on their own time. Please do not place the staff in an uncomfortable and compromising position by asking them to assist you 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. Owners and renters may not install or remove any landscaping plants or material.

## LIGHTS

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

## MOTORCYCLES AND GOLF CARTS

Short term renters (less than a one (1) year lease) will not be allowed to bring motorcycles into the community. Long term renters (one (1) year lease or longer) will be allowed to have a motorcycle provided the owner allows them access to the garage where they must be stored when not in use.

Owners must contact the management office and provide them with the bike 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 8:00 AM. As we all share common areas, please be considerate by being conscious of noise when using these areas.

## OCCUPANCY

The maximum number of occupants allowed in a 4-bedroom units will be ten (12) people .

## OWNER RESPONSIBILITIES

### Owner/Association Maintenance and Repair Responsibility

Items	Association	Owner
Appliances (stove, refrigerator, microwave, etc.)		X
Cable, telephone (contact HTC)		X
Doors-Exterior front/back (including knobs and locks)*		X
Doors - Interior individual units		X
Storage Closets ( <u>rental</u> closets-not owner's closet)- includes doors, locks, lights & smoke alarms		X
Electric - individual units		X
Gutters and Downspouts	X	
HVAC Maintenance & Repair – individual units		X
Insurance - Master Policy – Bare Walls Policy	X	
Insurance - individual units		X
Internet - individual units (contact HTC)		X
Landscape Maintenance	X	

Lights – Resort interior, & exterior, Golf walkway ceilings, pool, mail house	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	
Trash Bins	X	
Window & Door Frames		X
Windows - cleaning interior and exterior		X
Windows – glass and screens		X
*Management Company requires a key to your unit		

## 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.

Guests, tenants, and lessees are **NOT** permitted to keep dogs, cats or other normal household pets inside their respective units. 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

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.

Owners shall have the right to rent their unit provided 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.

All rental contracts will be for a duration of two (2) nights or more and will be in writing. Any owner who rents his unit must post, inside the unit, a list of rules and regulations of the Association.

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

**Short-term renters may not bring motorcycles or golf carts into the community.**

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 not to take 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 in an amount to be determined by the Board of Directors. Any fines will become a part of the assessment against the unit and owner.

## 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.

No solicitation signs, including "for rent", "for sale", or any other type of signage may be placed in 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 \$300 fine per occurrence.

Trash may not be placed or stored on walkways or any common areas within the community.

## 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, AND DOORS) MUST FIRST FILL OUT AN ARC APPLICATION TO BE REVIEWED AND APPROVED BY THE BOARD PRIOR TO INSTALLATION.**

## 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
- 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 bicycles
- 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.

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.

#### ANCILLARY PARKING

Each townhome unit has **two** parking spaces.

Most end units have one or two ancillary parking spaces. These spaces are for the use of overflow parking FROM ANY UNIT and are designated as community parking.

#### 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 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.

The Association Management and site staff shall have the full authority to enforce the rules.

#### **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 The Dye Townhomes rule violations, please call the Association Management office.

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

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