

ISLAND GREEN RESORT HOMEOWNERS ASSOCIATION
305 Resort Drive, Myrtle Beach, SC 29588

STATE OF SOUTH CAROLINA)

COUNTY OF HORRY)

AMENDED RULES AND REGULATIONS AND FINES THEREOF DATED 12/9/2020.

KNOW ALL MEN BY THESE PRESENTS, THAT the Island Green Resort Homeowners Association is governed by the Master Deed, By-Laws and Amendments thereto, heretofore filed in the Office of the ----- for Horry County, South Carolina and any rules and regulations in the aforesaid documents are included in this document as if set forth at length. Pursuant to the aforesaid Master Deed and By-Laws, the following rules and regulations are promulgated for the residents of the Island Green Homeowners Association. **RESIDENT** shall mean an owner of a unit, tenants, and their invitees or guests. Any other person may be deemed a trespasser with respect to the common elements.

1. PURPOSE OF THESE RULES AND REGULATIONS. These rules and regulations rescind previously established Island Green Resort Rules and Regulations and shall be imposed on all Homeowners, including short and long term tenants and guests. All Owners of a Unit shall be responsible to see that these Rules and Regulations are adhered to. **It is the responsibility of the Homeowners that their tenants and guests are made aware of these Rules and Regulations as all fines assessed against any homeowner, tenant or guest are attached to the account of the Homeowners.** Wherever the term “Homeowner Unit” is used, it shall also mean the Homeowner Unit, and Decks. All Homeowners/Guests, Commercial Units and short or long term renters must abide by all Federal, State or Local Laws.

2. LIMITATION OF OCCUPANTS IN UNIT. Based upon fire code and code enforcement regulations, a two-bedroom unit shall have no more than six (6) occupants. A three-bedroom unit shall have no more than four (8) occupants. Any deviation from the above regulations shall be cause for immediate expulsion from property by guests.

3. FIRE PROCEDURES. If you discover a fire in your Unit or in any common area, please do the following:
(a) Immediately call the Fire Department (911) and tell the dispatcher the floor, unit number or location of the fire, as well as that it is in the Island Green Resorts in the Island Green Country Club located at 305 Resort Drive, Myrtle Beach, SC 29588.
(b) Without further delay, leave your unit and be sure to close the door behind you.
(c) Alert the other occupants in your building by banging on all the unit doors.
(d) Use the nearest stairway to leave your floor.

4. SUBMISSION OF KEY OR KEY CODE. It is mandatory that the Island Green Resort Manager has a key or key code for access to each Homeowner’s Unit in the event of an emergency such as water leaks, pest control, semi-annual termite inspections, etc. If no key or key code is given to the aforesaid Building Manager within 10 days after written notification to the Homeowner and/or Commercial entity, occupant shall be charged \$25.00 per day until such time as a key or key code is provided to the Island Green Resort Homeowners Association. The IGR HOA shall have the right to change the locks and charge the occupant the locksmith charge, maintenance staff time cost, legal fees, and all other charges associated with IGR HOA staff gaining access to the unit.

5. SEMI-ANNUAL INSPECTIONS. Each Homeowner unit and deck, are subject to semi-annual inspections to check for water leaks in any of the toilets, sinks or water heaters, dangerous or flammable materials, etc. or for non-compliance of the rules and regulations of any of the covenants herein. In the event of any

deficiencies, Owners will be notified and shall have 15 days to correct the problem. In the event the problem is not corrected within the aforesaid time frame, IGR HOA shall have it corrected and bill the owner for the cost of the same.

6. MAINTENANCE AND USE. Each Owner shall maintain and use his/her dwelling in such a manner so as not to create a fire hazard or damage to others and so as to preserve the exterior appearance of the dwelling unit. Limited common elements, such as the decks and stairways shall be used only for the purposes intended. The Owner shall maintain the heating unit in his unit at a minimum of 50 degrees at all times during the heating season to prevent pipes from freezing and a maximum of 78 degrees during the air conditioning season to prevent mold from forming in the Unit.

7. SIGNS. No sign, advertising, or notices of any kind or type whatsoever, including, but not limited to, "For Rent" or "For Sale" signs be permitted or displayed in any such manner as to be visible from the exterior building of the Unit.

8. TRASH. The trash dumpster is located in the fenced and gated area across from building D. The trash dumpster is for bagged household garbage only. **NO paint cans, bed rails, large cardboard, wood, TV's, or anything other than bagged household garbage is allowed to be thrown into the trash dumpster.** Anyone caught throwing any item causing the trash dumpster to become blocked, or trash unable to be picked-up due to these items in the dumpster, the Homeowner shall be responsible for the cost of the removal of these items.

9. LOCKOUTS. Any guest who loses their key or has other lock problems to a Unit should contact their respective rental agent or the homeowner of the unit.

10. DOORS AND WINDOWS. All doors, including the front entrance door, any sliding glass doors or single doors to the balcony and windows throughout the Unit are the responsibility of the Homeowner. The Homeowner assumes the responsibility of maintaining all windows and doors attached to the Unit. All windows and doors are to operate properly. Under no circumstances is a Homeowner to remove or cut down the metal strip across the bottom saddle of the sliding glass door to the outside deck area. This metal strip protects the Unit from water entering the building during wind driven rain. Any Homeowner who does not keep his/her windows or doors in proper working operation, removes the inserts in the windows which protect Units from wind driven rain, or removes the metal strip on the saddle, could be liable for any damage caused to the Units below their Unit because of his/her negligence. The Homeowner upon notification of the violation and receiving a 10 day notice to repair, and has not done so, is subject to a fine of \$50.00 per day until the saddle or window inserts have been replaced. In addition, Owners cannot paint the exterior of their entrance door.

11. DECKS: Decks are limited common areas and any surface changes to be made to the floor or railings of the decks shall be approved by the Board of Directors and/or the Property Manager to verify conformity.

(a) **No barbecue grills, candles, open pit fireplaces, etc.** are allowed to be used on the decks. This is a fire hazard and will not be tolerated. Anyone having an open fire on the balcony is subject to a fine of \$50 for the first offense and \$100 for subsequent offenses which will be charged to the Homeowner's account.

(b) **Articles of clothing, bathing suits, linens, towels, etc.** shall not be hung over the railings of decks.

12. RENOVATIONS TO UNIT BY HOMEOWNER. All proposed renovations to a Unit must be submitted with plans for approval to the Board of Directors, in writing, within 30 days prior to commencement of renovations. Under no circumstances are changes to be made to the structural integrity of the building without plans from a structural engineer. All renovations over the sum of \$500.00 shall be done by a licensed Contractor, Electrician, Plumber, etc. licensed to do business in the State of South Carolina and be completed in accordance with the building codes of Horry County and State of South Carolina.

13. COMMON AREA STAIRWAYS. Absolutely no items, including but not limited to lawn chairs, shoes, bogie boards, wagons, toys, etc. are allowed to be left in the stairway outside the Unit. Upon notification by

maintenance to remove the same from the stairway and removal is not complied with, Owner is subject to a fine of \$25 per day until removed.

14. BED BUG POLICY/GERMAN ROACH. Owner/Tenant **must** report any bedbug/German roach infestation as soon as a problem is suspected to the Management Company. Owner **SHALL NOT** attempt to treat any bedbug/German roach infestation. Owner shall immediately have the Unit inspected by a **Licensed South Carolina Pest Inspection Company** who specializes in bedbug infestation. Owner shall provide the name and address of the bedbug inspection company who has inspected the Unit and also provide a copy of the bedbug/German roach treatment protocol to the Island Green Resort Property Manager immediately upon receipt of the same.

Timely reporting and eradication is critical in bedbug/German roach infestation treatment as these pests are hard to control, multiply quickly and spread easily. Owner is responsible for any bedbug/German roach infestation into adjoining units and common areas. Protocols, which require tent fumigation of the premises, will only treat items fumigated. **ALL FURNITURE, BEDDING, CLOTHING, BELONGINGS, ETC. IN UNITS WITH BEDBUGS/GERMAN ROACH MUST BE SEALED/WRAPPED WHILE STILL IN THE UNIT. UNDER NO CIRCUMSTANCES, ARE UNWRAPPED FURNITURE, BEDDING, INFECTED CLOTHING, BELONGINGS, ETC. TO BE PLACED ON THE STAIRWAYS, LEFT OUTDOORS, OR THROWN IN THE DUMPSTER.** All infected wrapped property set forth above shall be disposed of by Owner or other licensed vendor off property. Owner/Tenant shall not be permitted back into the Unit until a re-inspection is completed by the Licensed Pest Control Company within 5-10 days after eradication. The vehicle of the Owner/Tenant and their personal possessions must be treated as required by the treatment protocol. Second-hand furniture is one of the most frequent sources of which bedbugs are introduced and spread. Sharing vacuum cleaners is another highly common way to spread bedbugs. **A report of all work performed must be provided to the Island Green Resort Property Manager.**

Owner shall have 7 days to eradicate quarantined Unit by a South Carolina licensed pest inspection company as set forth above, for treatment of the bedbug infestation once they are notified. If the Unit has not been treated within 7 days after the notification period, Island Green Resort will treat the Unit in accordance with a Licensed Pest Inspection Company protocol and the cost thereof will be billed to the Homeowners Account. The Homeowner will be charged for the inspection, treatment and quarantine of the Unit. The Homeowner may also incur charges related to the treatment of adjacent Units and the Common areas. Island Green Resort shall not be responsible for removal of infected belongings or furniture by the Pest Inspection Company. After notification, if left untreated, Homeowners are subject to fines of \$100.00 per day until said bedbugs/German roaches are eradicated.

15. RENTAL RESTRICTION: No one under the age of 21 shall be allowed to rent a unit in the Island Green Resort. Identification will be required to show you are 21 or older upon entry to Resort. As to long term or short term residents, Homeowners are responsible for their visitors, renters, guests and their actions. Any fines levied against a visitor, renter, or guest of a Unit for any violation of the rules and regulations will be attached to the Homeowner's account if not paid by the violators.

16. ANNOYANCES: Being thoughtful of one's neighbor is essential in a multi-family community.

(a) Loud noise from televisions, stereo equipment, musical instruments, talking loud and making excessive noises and disturbances should be kept at a minimum at all times and especially during the hours from 11:00 pm to 8:00 am so it does not interfere with the rights, comforts or convenience of another residents. All contractor work shall begin no earlier than 7 am and end no later than 8 pm.

(b) No obnoxious, offensive or illegal activities shall be carried on in common areas, parking areas or within any Unit nor shall anything be done thereon which may be an annoyance or nuisance to other residents.

(c) Loud Music from motor vehicles on property is prohibited.

(d) Children under the age of 16 years must be supervised **at all times** for their own safety and for the benefit of other tenants/guests in the building or on the grounds. No short term or long term tenant shall allow children to run wildly around in hallways, elevators, the lobby, in the pool area, spa or on any Tower property.

(e) **THIS IS A FAMILY RESORT** and Public Drunkenness, loud and abusive language, fighting, domestic violence, jumping from balcony to balcony, lewdness, nudity, urinating in the common areas of the property or any other disgraceful act will not be tolerated and be cause for immediate cancellation of lease and removal as set forth herein. Homeowners are responsible and subject to fines for damages caused by their Tenants/Homeowners/Guests to Renaissance Tower property as set forth herein.

17. DESTRUCTION OF PROPERTY: In the event any short term or long term tenant or homeowner/guest is caught deliberately or negligently destroying, defacing, damaging, impairing, stealing or removing any part of the Renaissance Tower property or knowingly permits any person to do so, who is on the premises with the Tenant's/Homeowner's/Guest's permission; or who is allowed access to the premises by the Tenant/Homeowner or Guest, will face immediate cancellation of lease and removal as set forth below. **This will not be tolerated.** Any damages and repairs to Renaissance Tower property, not paid for by Homeowner or Guest, will be added to Homeowners account.

18. FIREWORKS AND LASER POINTERS: The shooting of fireworks and use of laser pointers are strictly prohibited throughout the Myrtle Beach Resort. Homeowner is subject to a fine of \$25.00 for first offense and \$50.00 per additional offense.

19. PARTIES: House Parties are **strictly prohibited**. Anyone found disorderly or causing problems on the property shall be subject to immediate removal. Homeowner is subject to a fine of \$50.00 for the first offense. Persons under the age of 21 found in the possession of alcoholic beverages will be prosecuted under South Carolina Law.

20. PETS: Renaissance Tower HPR and the Myrtle Beach Resort have a **NO PET POLICY**. No animals or pets of any kind shall be kept in any Unit or on association property unless they are **qualified service animals** under the **ADA guidelines and pre-approved before entry**. **Therapy or comfort animals are not qualified service animals under the ADA guidelines.**

(a) **All animals must be pre-registered before** being allowed on Renaissance Tower Property as follows:

(b) An application with supporting documents must be obtained from the Management Company and/or Building Manager for Renaissance Tower Horizontal Property Regime and completed 10 days prior to entry and submitted together with ; (2) A Prescription obtained from a psychiatrist or behavior specialist ; (3) A certificate of Successful animal training by a Registered Training School; (4) A certificate from a Veterinarian that the animal had rabies Vaccine and Distemper Vaccine; and (5) Signed confirmation on a form obtained from Management Company, completed and signed by the owner of the service or therapy animal. A therapy animal **MUST BE** pre-approved by the aforesaid Management Company or Building Manager, **prior to entry to property**. If the therapy animal **HAS NOT BEEN APPROVED** and found on property, the therapy animal owner shall be asked to remove the therapy animal from the premises immediately and the **Homeowner** is subject to a fine in the sum of \$100 per day from the start of the reservation date until the animal is removed. If the animal is approved, the animal **must be carried or crated** while in the Renaissance Tower building property and on a leash no longer than 10 feet outside the building at all times.

(c) All animal waste must be picked up and carried away by owner. If the animal becomes a nuisance by barking, waste not picked up by animal owner or other nuisance to other Homeowners/guests in the building or on Renaissance Tower property, or does not adhere to these rules and regulations, it will be removed as aforesaid and all fines applied to Owners account.

21. ROLLERSPORTS AND OTHER SPORTS: The use of Rollerblades, Hover boards, Skateboards, Scooters, and/or Roller Skates are prohibited in the hallways, lobby, grassy areas, roadways and parking lots

on Renaissance Tower property. Throwing of any types of balls or other toys is prohibited in the hallways, lobby, roadways and parking lots on Tower property. After notification of illegal use, the Homeowner is subject to a \$50 fine for each subsequent offense.

22. NON-COMPLIANCE: If there is non-compliance by the Tenant (Short Term or Long Term) or Homeowners/Guests with any of above stated Rules and Regulations of Renaissance Tower Horizontal Property Regime, the Board of Directors of Renaissance Tower Horizontal Property Regime will deliver a written notice to the Tenant/Homeowner/Guest specifying the acts and omissions constituting the breach. The long term rental agreement will terminate upon a date not more than 14 days after receipt of the notice. Tenant will then be evicted from the premises and prosecuted for any damages or injuries. Short term tenant or guests will be immediately evicted from the premises and prosecuted for any damages and injuries made to common property of the Renaissance Tower. Homeowners will receive a written notice specifying the acts or omissions of breach of contract and subject to a fine and/or prosecuted accordingly.

23. Employee Parking: Renaissance Tower employees are required to park in the western-most section of the Renaissance Tower parking lot from Memorial Day through Labor Day. At other times of the year, they can park closer to their work site based on parking space availability. They should always be considerate of our guests and homeowners and park in an area where several spaces are available.

24. Service & Delivery Parking Spaces on North side of Renaissance Tower: The two service and delivery spaces on the parking lane to the North and closest to Renaissance Tower are for Renaissance Tower service and delivery vendors 24/7 that are clearly marked with a vendor's name and/or logo, or have the vendor's pass displayed in the vehicle using the space. Service and Delivery Vendors should not park in the 20 minute spaces in the Renaissance Tower circle and will be subject to the fines outlined below . Housekeeping golf carts shall be parked in the golf cart spaces marked area on North side of Renaissance Tower .

25. Parking along Split Rail Fence on left side of entrance to Service & Delivery Parking are subject to towing. Parking in the middle of the driveway is prohibited and subject to towing.

30. Renaissance Tower Circle Parking: Handicapped spaces are provided for Renaissance Tower guests and owners. Loading/unloading spaces are available for up to 20 minutes for Renaissance Tower guests and Home owners. Service and Delivery Vendors cannot park in the 20 minute spaces in the Renaissance Tower circle. Building Maintenance shall be responsible for the enforcement of this parking policy and issuance of tickets for violations as follows:

First Offense – Warning – next 1 hour if not removed

Second Offense - \$50 fine – next 1 hour if not removed

Third Offense - \$75 fine – next 1 hour if not removed

Fourth Offense – Trailer and/or motor vehicles in violation of this parking policy, shall be towed if not removed within 3 hours from First Offense. Towing cost to be paid by Homeowner/Guest and the trailer or motor vehicle is not allowed back on property until all fines are paid in full.

31. Motorcycle Parking: Two designated areas are assigned for Motorcycle parking in the western-most section of the Renaissance Tower parking lot during the time owners or guests are physically occupying a unit or units on the Renaissance Tower property. Under no circumstances are motorcycles to enter the Renaissance Tower circle and are subject to immediate towing from the property with exception of a motorcycle that is operated by a special needs person who has a **valid** State handicapped placard with a handicapped license and parked in a handicapped spot. Motorcycles illegally parked are subject to the fines set forth under Renaissance Tower Circle Parking above.

32. Bicycle Parking: All bicycles kept on Renaissance Tower property are to be properly registered and tagged by the Building Manager of the Renaissance Tower maintenance department and are valid for 90 days. Any bicycle not having a registration tag will be removed from the property.

33. Trailer Storage Parking: Trailers cannot be parked on Renaissance Tower property at any time during the year with four exceptions. The four exceptions are bike weeks during the Spring Rally and Fall Rally, contractors working on RT property, owners working on their unit, and storage trailers parked in the limited number of spaces along the western fence.

During Bike Weeks, there shall be no more than 73 parking spaces designated for trailers and motorcycles, which spaces are determined by the Renaissance Tower Board of Directors and available for trailers and motorcycles at the RT parking lot. Such trailers will pay a parking fee as determined by the Association for the duration of stay. All storage trailers must be parked along the western-most fence of the parking lot and display a current parking tag. Each above-mentioned storage trailer must be parked within a single marked parking space, and be no longer than 18 feet in length. All storage trailers must be parked unattached from motor vehicles. All trailers must be functional, have a current license plate and an inspection sticker if required in the State of South Carolina.

Payment is due to the Building Manager upon entry to the resort and on or before the first day of each month upon renewal at the security gate. This fee shall apply to all Home owners and guests who occupy a unit at Myrtle Beach Resort and who park a trailer as above set forth in such spaces as designated by the Renaissance Tower Board of Directors. All spaces are on a first come, first served basis and all risk remains with the owner of the trailer. No contract or guarantee of availability is implied. Exceptions will be granted to vendors who are actively working onsite; however, such vendors must remove said trailers from the property at the end of each work day, unless otherwise authorized by the Renaissance Tower Board of Directors.

34. Tour Buses: Tour buses, with multiple guests on board, must be approved prior to entry and can park in the western-most section of the RT parking lot during the time guests are registered. However, if the parking lot is full, such tour buses shall be directed to the front lot area.

35. Motor Vehicle Parking: The Master Deed of the Renaissance Tower specifically states “Any Occupant may use the Common Elements reserved for the use of the Apartment he occupies during the time such Occupant is actually in residence of an Apartment.” In addition, the Master Deed of the Renaissance Tower states, “The Occupants of each Apartment shall be entitled to the use of at least One (1) parking space and such additional parking space as may be determined by the Board of Directors.” The one exception is a Homeowner who does not rent his/her unit may use his one parking space for his own personal motor vehicle, upon availability, as long as such motor vehicle is parked in the western-most section of the Renaissance Tower parking lot. Management should determine: (1) if all Home owners with motor vehicles “stored” do not rent their unit, and (2) that Home owners/renters with storage trailers parked on property are actually on site. If **not**, they are subject to the Violations Clause of this Parking Policy.

IN WITNESS WHEREOF, the Board of Directors of RENAISSANCE TOWER HORIZONTAL PROPERTY REGIME, by its undersigned officers, has caused these RULES AND REGULATIONS, PARKING REGULATIONS AND FINES THEREOF to be executed this _____ day of _____, 2019.

RENAISSANCE TOWER HORIZONTAL
PROPERTY REGIME

By _____
Jeffrey Richardson, President

ATTEST:

Catherine M. Gregor, Secretary