

ISLAND GREEN RESORT HOMEOWNERS ASSOCIATION

305 RESORT DRIVE

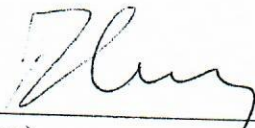
MYRTLE BEACH, SC 29588

843-650-1115

Legal Description: Island Green Resort Homeowners Association, located off of 305
Resort Drive, Myrtle Beach, SC 29588

Contact Information: Marie B. Keegan – Property Manager
411 Sunnehanna Drive
Myrtle Beach, SC 29588

These amended Rules, Regulations, Policies, and Fines of the above named Association were
approved for filing on December 22, 2020.



(Signature)

(Robert Clary) IGR, President

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 Clerk of Court 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. Permanent occupant which is defined as an occupant who resides in a dwelling 51% of the calendar year which shall be referred to as their primary residence.

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 at Island Green located at 305 Resort Drive, Myrtle Beach, SC 29588. Main address is 455 Sunnehanna 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 for emergency situations.

5. SEMI-ANNUAL INSPECTIONS. Each Homeowner front and back deck is subject to semi-annual inspections to check for water issues and 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. Storage of flammable material consists of any material an insurance company would deem hazardous.

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. Except (1) one single 12x12 inch sign in one window.

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 large household furnishings, 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. All trash to be deposited into the dumpster and never to be left on the ground around the dumpster.

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 can only paint exterior entrance door, deck and balcony with same color paint on file at the Property Management office.

11. DECKS: Decks and entrance ways 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, and the fire company will be notified.

(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. At no time will a vendor be allowed underneath a building or in the attic spaces without providing the license, insurance, and scope of work by the vendor. This must be submitted and approved by the Board of Directors.

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. Hired vehicles, rental trucks and used boxes also 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.

LONG TERM TENANCY: All annual long-term leasing must be discussed with the property manager before tenant moves into the unit. A lease, and tenant information must be provided to the management office. All tenants must meet with the management office to be given and go over the rules and regulations. These rules and regulations must be included with the leasing contract. \$50.00 paid to Property Management Company for review of tenant documents to go over the rules and regulations with new tenant. \$25.00 for yearly renewals documentation.

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 10:00 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) All second floor units seal have 80% carpeted area except kitchen and bathrooms. No water filled furniture is allowed.

(e) 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 long term tenant shall allow children to run unattended without adult supervision on Resort property, stairways, grounds, and the pond behind the buildings. Please know that alligators and poisonous snakes live in the waterway and no one should go anywhere near the waterway.

- (f) **THIS IS A FAMILY COMMUNITY** 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 Island Green Resort property as set forth herein. After notifications, if left ignored, Homeowners are subject tot fines of \$25.00 per day.
- 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 Island Green Resort 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 Island Green Resort property, not paid for by Homeowner or Guest, will be added to Homeowners account. Depending on the severity and the determination of the Property Manager and Board of Directors authorities will be notified to prosecute the offender.
- 18. FIREWORKS AND LASER POINTERS:** The shooting of fireworks and use of laser pointers are strictly prohibited throughout the Island Green Resort. Homeowner is subject to a fine of \$25.00 for first offense and \$50.00 per additional offense.
- 19. PETS:** Island Green Resort have a **NO PET POLICY FOR TENANTS.** 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 Island Green Resort as follows:
- (b) An application with supporting documents must be submitted to the Management Company 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 **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** on a leash when 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 Island Green Resort property, or does not adhere to these rules and regulations, it will be ordered to be removed as aforesaid and all fines applied to Owners account, and the tenant is subject to eviction.
- 20. ROLLERSPORTS AND OTHER SPORTS:** The use of Rollerblades, Hover boards, Skateboards, Scooters, and/or Roller Skates are prohibited in the unit, grassy areas, roadways and parking lots on Island Green Resort property. Throwing of any types of balls or other toys are prohibited in the roadways and parking lots, or balconies on Island Green Resort property. After notification of illegal use, the Homeowner is subject to a \$50 fine for each subsequent offense.
- 21. NON-COMPLIANCE:** If there is non - compliance by the Tenant (Long Term) or Homeowners/Guests with any of above stated Rules and Regulations of Island Green Resort Horizontal Property Regime, the Board of Directors of Island Green Resort 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 30 days after receipt of the notice. Tenant will then be evicted from the premises and prosecuted for any damages or injuries. Homeowners will receive a written notice specifying the acts or omissions of breach of contract and subject to a fine and/or prosecuted accordingly.
- 22. Employee Parking:** Island Green Resort employees are required to park in the guest spaces section of the Island Green Resort parking lot. Or, they should always be considerate of our guests and homeowners and park in an area where several spaces are available.
- 23. Motorcycle, RV's, Work Vehicles With Signage.** No motorcycles, RV's, or trailers, are allowed on the Island Green Resort property. Work vehicles with business advertising are not allowed or should be covered by

blank magnetic cover. Property Management to maintain a register of all owners or tenants vehicles, showing make & model and license plate number.

24. **Bicycle Parking:** All bicycles kept on Island Green Resort property are to be properly registered at the property managers office, and stored in a safe location, not on stairways.

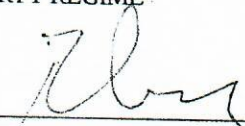
25. **Trailer Storage Parking:** Trailers cannot be parked on Island Green Resort property at any time during the year with one exception. The one exceptions, contractors working on IGR property, owners working on their unit, and storage trailers parked in the limited number of spaces while work is being completed.

26. **Motor Vehicle Parking:** All vehicles must be registered and licensed and parked in the spaces assigned to the unit number. Guests must park in guest spaces, or the owner space. Handicap spaces are provided in areas. Any vehicle parking in unauthorized spaces will be towed. Oil and fuel leakage on the asphalt parking area will be subject to a \$25.00 fine for the first offense, and if not corrected \$100.00 second offense fine.

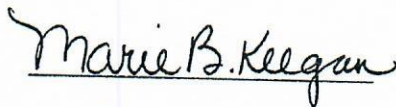
IN WITNESS WHEREOF, the Board of Directors of ISLAND GREEN RESORT HORIZONTAL PROPERTY REGIME, by its undersigned officers, has caused these RULES AND REGULATIONS, PARKING REGULATIONS AND FINES THEREOF to be executed this 1st day of December, 2020.

ISLAND GREEN RESORT HORIZONTAL
PROPERTY REGIME

By


Robert Clary, President

ATTEST: 12/11/2020



Marie B. Keegan, Property Manager

**Island Green Resort Homeowners Association
Certified Service Animal**

AN EXEMPTION TO THE "NO PET POLICY" FROM ISLAND GREEN RESORT MUST BE OBTAINED PRIOR TO ENTRANCE THROUGH OUR PROPERTY MANAGEMENT COMPANY. THE FOLLOWING LETTER MUST BE GIVEN TO THE PROPERTY MANAGER TO BE APPROVED AND VERIFIED WITH YOUR PHYSICIAN, VETERINARIAN, AND BEHAVIOR SCHOOL IN ORDER TO OBTAIN ISSUANCE OF THE EXEMPTION TO THE NO PET POLICY.

THESE FORMS MUST BE SUBMITTED TO THE PROPERTY MANAGEMENT COMPANY AT LEAST 2 WEEKS PRIOR FOR ADMITTANCE TO THE ISLAND GREEN RESORT HOA FOR APPROVAL BY THE BOARD OF DIRECTORS.

CERTIFIED SERVICE ANIMAL WHEN OUTSIDE CANNOT BE ON A LEASH LONGER THAN 10 FEET.

CERTIFICATE OF SUCCESSFUL ANIMAL TRAINING BY A REGISTERED TRAINING SCHOOL.

CERTIFICATE FROM A VETERINARIAN STATING THAT ON (DATE) THE ANIMAL WAS GIVEN RABIES VACCINE AND DISTEMPER VACCINE, ON THE STATIONARY OF THE VETERINARIAN SHOWING HIS LICENSE NUMBER, DATE LICENSE ISSUED, STATE WHERE LICENSE WAS ISSUED, NAME OF PRACTICE, PHONE NUMBER OF PRACTICE AND SIGNED BY THE VETERINARIAN.

ISLAND GREEN RESORT
CERTIFIED SERVICE ANIMAL REGISTRATION

OWNER NAME: _____

NAME OF CERTIFIED SERVICE ANIMAL OWNER: _____

OWNER: _____ TENANT: _____ UNIT NUMBER: _____

TYPE OF ANIMAL/ BREED AND COLOR: _____

Date the certified service animal will be brought on site: _____

Pursuant to the South Carolina Fair Housing Law, 31-21-10, et seq., and specifically 31-21-70(N) of the Code of Laws of South Carolina (1976), as amended, please certify the following by circling yes or no and initial next to each answer.

1. Do you or your dependent have a disability that is a physical or mental impairment that substantially limits one or more major life activities? Yes / No _____ (initial)
2. Do you or your dependent have a disability-related need for the animal? Yes / No _____ (initial)

**** Valid documentation from a licensed medical professional must accompany this form in order for the animal to be exempt from the Island Green Resort No Pet Policy. (See 31-21-70(N)(2), Code of Laws of South Carolina (1976), as amended).**

By my signature below, I acknowledge the above statements are true, and the attached is documentation from my licensed medical provider.

Further, by my signature below, I acknowledge the following:

- a) My animal is a certified service animal and is bound by any and all laws of the State of South Carolina.
- b) Any time my certified service animal is on the common elements or limited common elements of Island Green Resort (other than those for my exclusive use) my certified service animal must be accompanying me and be on a leash no longer than ten (10) feet in length or in an appropriate carrier.
- c) My certified service animal is up to date on all vaccinations as required by law for animals of its type and, to the best of my knowledge, my certified service animal (i) is not dangerous or aggressive and (ii) does not pose a direct health risk to others. **I WILL PROVIDE THE RENTAL OFFICE WITH DOCUMENTATION OF CURRENT VACINATIONS. \$50.00 fee if not provided.**
- d) I am responsible for any damage done to my unit or the common elements of Island Green Resort Horizontal Property Regime by my certified service animal and will be held financially responsible for any damage done by my animal.

Owner/Tenant/Guardian of Person with
Disability

**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: Moore, Johnson & Saraniti Law Firm, P.A.

ADDRESS:

PO Box 14737

Surfside Beach, SC 29587

TELEPHONE: (843) 650-9757

FAX: (843) 650-9757

E-MAIL ADDRESS: moore@Grandstandlawyers.com

Related Document(s): book **895** , page **607**

PURCHASE PRICE / MORTGAGE AMOUNT: \$,

**BRIEF PROPERTY DESCRIPTION: AMENDED RULES REGULATIONS POLICIES AND FINES FOR ISLAND GREEN
RESORT HOMEOWNERS ASSOCIATION**

TAX MAP NUMBER (TMS #) 000-00-00-000 / PIN NUMBER: .

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

FULL BUSINESS NAME

1. ISALND GREEN RESORT HOMEOWNERS ASSOCIATION

GRANTEE / MORTGAGEE / OBLIGEE (TO WHO):

FULL BUSINESS NAME

1. ISLAND GREEN RESORT HOMEOWNERS ASSOCIATION