



MYRTLE TRACE

MYRTLE TRACE HOMEOWNERS ASSOCIATION
BOARD/GENERAL POLICIES

ISSUED FALL 2017

DECEMBER 2023

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Policy on Pets and Feeding and/or Sheltering of Stray/Feral Cats

When off the owner's property, all pets including cats must be leashed. Renters and/or guests who have pets must abide by these guidelines. When walking pets on any Myrtle Trace property other than that of the pet's owner, it is the walker's responsibility to pick up the pet's droppings. If an unleashed dog or cat whose ownership is known is observed on any property other than that of the pet's owner, or there is evidence of a resident feeding and/or sheltering stray/feral cats a complaint may be lodged. The complaint must be in the form of a written, signed letter to the Board of Directors (BOD).

Written notification from the BOD of the complaint will be personally delivered to the offending resident. If the offense recurs, the resident will be notified in writing and a \$25.00 fine will be imposed to be paid within 30 days of the notification. If the fine is not paid, within the 30 days an additional daily fine of \$1.00 will be levied until the fine is paid.

Any resident who receives a notice of a fine, but believes no violation has occurred, may appeal in writing to the BOD within the 30 day period. The BOD shall rule on the appeal within 30 days and notify the resident in writing of its findings.

(Revised April 19, 2017)

Policy on the Feeding of Waterfowl and Wild Animals:

Horry County ordinance prohibits the feeding or providing of food for domestic or migratory waterfowl in residential areas of Horry County. This prohibition also applies to wild animals that traverse our community that may include raccoon, fox, coyote, and opossum, among others. The prohibition states further "no person shall create or foster and condition, or allow any condition to exist or continue, which results in congregation or congestion of domestic or migratory waterfowl in residential areas of Horry County." The Horry County Police Dept. is authorized and directed to enforce this ordinance. In order to comply with this policy, MTHOA also prohibits the feeding or providing of food for domestic or migratory waterfowl and wild animals in all areas of Myrtle Trace. Effective March 16, 2016.

Policy on the Maintenance of Adjacent Common Property:

The Board is allowing residents to totally maintain, but not to change or alter, the common grounds adjacent to their property, including lake banks. This will include mowing, fertilizing, weed killing, irrigating, etc., and must include all of these actions, not just isolated items. Otherwise, the MTHOA maintains these adjacent common properties. Should the homeowner decide to care for their adjacent property, they must notify the Property Committee of their intent. "Common Properties are intended to be devoted to the common use and enjoyment of the owners of the properties. Residents choosing to maintain all adjacent common property may not impede or interfere with the use and enjoyment of such adjacent property by any other owner of the properties " (Policy in effect May 1, 2010)

Policy on Tag Sales:

Yard sales are prohibited. Sales of personal belongings are permitted inside your home, (sometimes referred to as Tag or Estate Sales) but must be confined to the interior of your home. No article for sale can be from a source outside your home. Due to large numbers of people and vehicles that the above sales tend to draw, the owner or Company holding the tag sale is responsible for seeing to it that emergency or normal traffic flow is not impeded and that mailboxes or driveways are not blocked. They must direct traffic and parking to ensure that a singlewide lane is available at all times for traffic to pass through the area. Policy in effect August 10, 2010

Policy on Solicitation:

There is a NO SOLICITATION policy in Myrtle Trace. This policy applies to any solicitor (whether the person is or is not licensed), and is intended primarily for the solicitation of "person to person" (ex. Door to door) variety as opposed to fliers put in a homeowner's newspaper box. Technically, the latter are solicitations but generally are not intrusive, and as a practical matter, impossible to control. Our directory, phone or email addresses are not to be used for any type of solicitation. Policy in effect August 1, 2010

MTHOA Board of Directors Election Results:

An individual, who has run for the MTHOA Board of Directors, may receive his or her total vote count and the total vote count cast in the election. Approved 8/2021.

Policy on Advertising in the News & Views:

Business advertising including products or services is not permitted in the News & Views or on our website. Policy in effect August 1, 2010.

Policy on Loading and Unloading of Recreational Vehicles:

A permit is required prior to the parking of recreational vehicles, including travel trailers, boats and motor homes in Myrtle Trace residents' driveways. The permit will allow 24 hours for the purpose of loading and 24 hours for unloading of the above mentioned vehicles. Permits may be requested from any member of the Board of Directors or the Chairperson of the ARC Committee. Policy effective October 18, 2023.

Policy on Renting Homes:

For various reasons, owners of property located on Myrtle Trace may wish to rent their property in lieu of occupying their property. Should such an event be initiated by the property owner, the Association's Accounts Receivable Consultant will require the owner to request and complete an Owner/Tenant Registration Form and Agreement. This form must be completed prior to the date of commencement of each new lease agreement. It is the owner's responsibility to provide a copy of the Declaration of Covenants, Conditions, Reservations and Restriction for the Myrtle Trace Homeowners Association, Inc. as amended, its Bylaws, rules, regulations, Association policies and procedures to include Property and Architectural Guidelines. **The minimum length of time a home may be rented and/or when a rental agreement is renewed is ONE year.** Once completed, this form is to be returned to the Accounts Receivable Consultant prior to the move in date. Failure to deliver the completed agreement as instructed within the form will result in the property owner being assessed a fine in the amount of \$500.00. Additional such fines, in equal amounts, shall be assessed against the owner for succeeding monthly periods at the close of which the required agreement has not been submitted. (Revised and Adopted Effective March 18, 2020).

Policy on Posting of Signs:

Article VII, Section 8 of the Covenants states, "No billboards or signs of any character shall be erected, placed, permitted or maintained on the Property or improvement thereon except as herein expressly permitted." This section closes with a description of that permission. "The provisions of this paragraph may be waived by the Declarant, only when in its discretion the same is necessary to promote the sale of property in and the development of the Properties."

The Association, having succeeded to the rights of the Declarant, has established a policy barring solicitations in the community. In exercise of its discretion in promoting the sale of property, the Association has consistently advised realtors and members engaged in the sale of Myrtle Trace properties that there can be no overt solicitation or posting of signs anywhere in or on the Properties. To facilitate "Open House" showing of properties offered for sale the Association has approved and, enforces adherence to the following practices:

A realtor's sign with "Open House" may be displayed on the Burning Ridge roadway outside the entrance to Myrtle Trace. A directional arrow with distinctively colored balloons should be affixed.

Within the Myrtle Trace properties, only markers with directional arrows and balloons of the same distinctive colors are to be displayed. Approved placements are the corner of the street on which the property is located and at the property itself. If necessary, identical directional markers may also be placed at turnings onto other streets along the route between the Myrtle Trace entrance and the street on which the open house is situated.

There will be no sign identifying a realty firm or using the words "for sale" displayed anywhere within the Myrtle Trace properties.

Effective 9/1/2012

Policy on Late Fee:

The monthly payment of the annual assessment (dues) is due the first of the month. If the monthly portion of the annual assessment is not paid by the end of the month a \$7.00 late fee will be added to the monthly fee and an additional \$7.00 late fee will continue to be added each month until the monthly payment has been paid.

Approved and effective April 2021

POLICY ON OVERNIGHT GUEST PARKING OF TRUCK, RV, OR CAMPER

Overnight Guests of residents, who own a truck, RV or camper must obtain a parking permit and park the vehicle in the Pear Tree Circle area. The vehicle is for parking only; it is not to be occupied while in the parking area. The guest(s) are to reside with the Myrtle Trace resident during their stay in Myrtle Trace. Violation of this policy is subject to the System of Fines for Trucks/Recreational Vehicle Parking

(See ARC Appendix - Myrtle Trace Fine System for Truck/Recreational Vehicle)

Policy approved and effective on August 17, 2022

POLICY ON PLANTINGS ON COMMON GROUND AROUND MAILBOXES:

1. Homeowners may plant vegetation around the base of the mailbox. Any vegetation planted must be maintained and trimmed to a height which enables the mailbox, paper box, address number and the reflectors on the mailbox post to be clearly visible.
2. The homeowner may surround the vegetation with items to protect the plants from being clipped when maintenance is trimming. **ONLY** materials which can readily and easily be removed from the area will be permitted. These materials are: bricks, small border edging blocks, pieces of landscaping wood, vinyl pieces of edging, and aluminum edging encircling the plant area.
3. **NO** circular poured concrete hardscape is allowed.
4. A flower pot placed on a rectangular paver may be placed at the base of the mailbox.
5. Homeowners must ensure that the vegetation or landscaping does not obstruct any portion of the roads. If it is determined that the vegetation or landscaping interferes with the mailperson's ability to deliver mail, and or the ability of MTHOA to make repairs/maintain the roads, the homeowner will make the necessary alterations within 10 days of a request from the MTHIOA Board.
6. **NO** plantings or flower pots may be placed on the side of the driveway opposite the mailbox.

This policy becomes effective upon adoption.

Policy adopted on August 18, 2020; revised on August 16, 2023.

NOMINATING COMMITTEE

Composition: The Nominating Committee shall be chaired by the Vice President of the Board of Directors and, in addition to the said Vice President, shall contain eight additional members. These members shall consist of one representative from each of the Board committees: Activities, Architectural Review, Communication, Property, and a member of the Past Presidents Council. The additional three at-large members will, to the extent possible, be representative of the make-up of the community considering phase location, gender and length of time as a resident.

Appointment: Committee members will be appointed at the January Board meeting. To facilitate such appointment the presiding officers of four Board committees and the chair of the Past Presidents Council will present to the Board Vice President on or before the date of the December Board meeting, the representative member of such committee or council chosen to serve on the Nominating Committee for the forthcoming year. The Board Vice President will select the three additional at-large members and recommend the total Nominating Committee membership to the Board for appointment at the January Board meeting. The Nominating Committee membership will be announced to the general membership of the Association at its annual meeting.

Terms of Committee Membership: Each committee member will serve a two year term and be limited to one term. An individual must have a one year break in service before being appointed to the committee again. To ensure committee continuity, in the initial year of policy implementation the members appointed from the Property and Activities Committees and the Past Presidents Council and one at-large member shall be appointed to serve a one year term and the members appointed from the Architectural Review and Communications Communities and two at-large members shall be appointed to serve a two year term. Following this model will mean one half of the committee membership will continue each year and one half will be new.

Duties of the Committee: The committee will prepare a candidate slate of at least as many individuals as there are vacancies on the Board of Directors and may nominate additional members if they desire.

Effective Date: This policy will become effective upon adoption.

Adopted: October 23, 2019

FLAG LOWERING GUIDELINES AND PROCEDURES

THE UNITED STATES FLAG

The United States Flag at the entrance to Myrtle Trace will be flown at half-staff on 9/11, Pearl Harbor Day, and until noon on Memorial Day. At all other times, when the President of the United States or the Governor of South Carolina directs that the flag be at half-staff on Federal or State Installations, the Board of Directors will decide whether to participate or not to participate. A notice will be placed outside the Clubhouse with an explanation as to the reason for the flag being lowered to half-staff. When the U.S. flag is flown at half-staff, both the State and the Myrtle Trace flags will also be flown at half-staff.

Revision approved and effective July 2021.

MYRTLE TRACE FLAG

In the event of the death of a resident, the Myrtle Trace flag shall be lowered in accordance with the following rules:

- The flag shall be lowered to half-staff for three full days following the date of the death. It shall then be returned to full staff on the evening of the third day.
- Whenever the flag is lowered, there shall be a notice posted at the Clubhouse entrance and the notice shall be removed when the flag is returned to full staff.
- If the surviving family of the deceased prefers not to have the flag lowered, this request should be honored.

PROCEDURE

When a Flag Person is advised of a death in the community, the flag should be lowered, a notice placed at the Clubhouse and the website should be updated. The Flag Person

shall notify the following persons via e-mail regarding the death: MTHOA Board members, Chairperson of the Communication Committee and other Flag Persons.

CAPITAL CONTRIBUTION

WHEREAS, The Myrtle Trace Homeowners Association, Inc. over the years has charged a fee of \$300.00, at times referred to as a “lot deposit”, to each purchaser of a unit of Property within the Myrtle Trace community;

WHEREAS, this fee is deemed to be a contribution for the purpose of providing and maintaining the improvements within said community to assure, for each purchaser, the beneficial use thereof;

WHEREAS, the amount of said lot deposit has therefore been \$300.00 per lot title to which is being transferred; and

WHEREAS, the Board of Directors of the Myrtle Trace Homeowners Association, Inc. has determined that the cost of providing and maintaining the improvements for which the lot deposit was imposed has increased substantially.

NOW THEREFORE BE IT RESOLVED AND IS HEREBY RESOLVED
AS FOLLOWS:

1. Whereas, on the resale of a residential unit in the Myrtle Trace community the purchaser is henceforth to be charged a fee of \$500.00 “lot fee” deposit; \$50.00 will be considered the purchaser’s Certificate Assessment Fee.
2. And, as such, \$450.00 will be considered the purchaser’s contribution for his, her, their use of the improvements to the Common Properties. Such fee is payable to the Myrtle Trace Homeowners Association, Inc. at the time of closing on the sale of the unit and shall be identified as “Capital Contribution”.

Myrtle Trace Drive, Conway, SC 29526.

Certified By:

Jean Hohenberger
Accounts Receivable
The Myrtle Trace Homeowners Association, Inc.

Date:

Revised 8/16/2017

GIFT ACCEPTANCE – MTHOA

The Myrtle Trace Homeowners Association will accept cash and in-kind gifts subject to the guidelines below.

1. All gifts must be approved by the Board of Directors.
2. No individual, either acting on behalf of the Board of Directors or as a contractor of the Board, may accept a gift.
3. In determining whether or not to accept a gift, the Board will consider the following criteria:
 - a. Consistency with the goals/priorities of the HOA
 - b. Usefulness to the HOA
 - c. Cost connected with gift acceptance (if any)
 - d. Potential for perceived conflict of interest with donor
4. The Board of Directors reserves the right to decline any gift.

5. In accepting a money gift the Board of Directors shall honor the donor's wishes, if any, concerning the use of that gift.
6. Donors will be informed that their gifts are not tax deductible since the HOA is not a tax exempt organization.
7. Donors shall obtain appraisals of gifts in kind and shall provide written copies thereof to the Board which will utilize them to establish fair market value of the gifted item.
8. All gifts become the property of the HOA upon acceptance and delivery and the donor relinquishes all claims on the gift and its use.
9. All monetary gifts will be separately recorded and use tracked within the HOA accounting system.
10. All donors will be recognized unless anonymity is requested. Such requests will be honored, except to the extent that the members of the Board of Directors charged with having to determine whether the gift should be accepted must be aware of the donor's identity and in case when the HOA may be legally required to disclose the identity of the donors.

(Adopted November 19, 2014)

Myrtle Trace Homeowners Association, Inc.
Owner/Tenant Registration Form and Agreement

Please complete all responses requested on this Form and Agreement and mail it to the Accounts Receivable Consultant **prior** to the tenants moving in. **NOTE: The minimum length of time a home may be rented and/or when a rental agreement is renewed is ONE year. This form must be completed prior to the date of commencement of each new lease agreement. It is the Owner(s) responsibility to provide a copy of the Declaration of Covenants, Conditions, Reservations and Restrictions** for the Myrtle Trace Homeowners Association, Inc., as amended, (Declaration”), Bylaws and Rules, Regulations and Association Policies and Procedures for the Myrtle Trace Homeowners Association, Inc. (“Association”) and ARC Homeowners Guidelines and Restrictions **to the tenant(s) with each lease.**

1. OWNER(S)

PROPERTY ADDRESS

Name(s): _____

Current Owner's Mailing Address for Association correspondence:

Contact Phone Number: _____ Cell #: _____

2. EMERGENCY CONTACT: If the owner(s) cannot be reached, the following person may be contacted:

Name: _____ Phone: _____
Cell#: _____

3. TENANT(S)

Name: _____ Date of Birth (DOB): _____

Name: _____ Date of Birth (DOB): _____

Tenant's Contact Phone Number: _____ Cell#: _____

Name and relationship of all other persons who will occupy the residence:

Name: _____ Relationship: _____ DOB: _____

Name: _____ Relationship: _____ DOB: _____

Name: _____ Relationship: _____ DOB: _____

4. As the tenant, I/We hereby certify knowledge of the existence and contents of and acknowledge receipt of a copy of the complete set of Declarations, Bylaws, Rules, Regulations, Policies and Procedures and ARC Homeowners Guidelines and Restrictions of the Myrtle Trace Homeowners Association, Inc. I/We agree to comply with the terms and conditions set forth in these documents, and understand that a violation thereof provides cause for immediate action as provided in these documents.

Tenant(s) Initials _____

5. As a tenant, I/We acknowledge that the privilege to use any of the common areas and facilities may be revoked by the Association, for reasons including, but not limited to, failure of the property owner(s) to pay homeowner Assessments/due on a timely basis and for any violations of the Declaration, Bylaws, and Rules and Regulations of the Myrtle Trace Homeowners Association, Inc.

Tenant(s) Initials

6. Owner(s) are responsible for the conduct of leases, tenants, children and other family members, agents, contractors and all other in, on or about a residence or any part of the property and violation of the Association Documents by any of these persons constitutes a violation by such owner(s) including any damages. The Owner(s)

are responsible for enforcing the Association Documents against any Tenants or occupant, including terminating the lease or occupancy of the Tenant(s) if the Association or owner(s) believes it is necessary. The owner(s) are responsible for any fines levied as a result of the conduct of said tenant(s) or occupant(s) of the property.

Owner(s) Initials

7. During the term of the rental agreement, if there is a change in the number of tenants who will be full-time occupants in the residence, the Owner must submit to the Accounts Receivable Consultant a written statement listing the changes including: name, relationship, and date of birth. This information including additional occupant(s) or occupant(s) who will no longer be occupying the residence must be done within ten days of the change.

Owner(s) Initials: _____

Tenant(s) Initials: _____

8. In accordance with Article VII, section 1 of the covenants, at least one individual listed on the rental agreement must be fifty five (55) and reside full time in the rental property. Should conditions change where no individual listed on the rental agreement meets this criteria, the rental agreement must be terminated. The property Owner must advise the remaining tenant(s), that the must vacate the rental within thirty (30) days. Failure of the Owner to do so and tenant sill in rental after thirty (30) days will result in the property owner(s) being assessed a fine of five hundred (\$500.00) dollars. Additional fines of ten dollars (\$10.00) a day shall be assessed against the property owner(s) until tenants have vacated the rental.

Owner(s) Signature _____

Tenant Signature _____

9. It will be the responsibility of the owner(s) to notify the Association Accounts Receivable Consultant upon the arrival or departure of any tenant(s) under the lease agreement.

Owner(s) Initials

10. Tenant(s) Move-In Date: _____ Lease Expires On: _____

10. Agreed and accepted by all parties below:

Owner(s) Signature: _____

Date: _____

Owner(s) Signature: _____

Date: _____

Tenant Signature: _____ Date: _____

Tenant Signature: _____ Date: _____

Failure to complete and return this form to the Association prior to the move-in date will result in the property owner(s) being assessed a fine in the amount of \$500.00. Additional such fines, in equal amounts, shall be assessed against the owner for succeeding monthly periods at the close of which the required agreement has not been submitted. Please return this form to the Myrtle Trace Homeowners Association, Inc., Attn: Accounts Receivable Consultant, 101 Myrtle Trace Drive, Conway, SC 29526.

Revised and approved October 20, 2021

**MYRTLE TRACE HOMEOWNERS ASSOCIATION
EMERGENCY CONTACTS POLICY**

For those residents who wish to avail themselves of the service, the Myrtle Trace Homeowners Association will maintain a list of emergency contacts, persons to be notified in the event that illness, death or other debilitating circumstance should render the resident incapable of making decisions for him or herself. Each Myrtle Trace resident shall be offered an opportunity to designate the names, addresses and telephone numbers of two persons to be notified in the instance of emergency. The Association will contact the listed persons and inform them that an emergency situation

exists on advice from a friend, relative, acquaintance, caregiver, doctor, church, community organization, governmental agency, funeral director or other person or entity charged with or interested in the welfare of a resident.

Provision of the aforesaid service shall not charge the Association, its agents or representatives, with any active obligation regarding a listing. It shall not be the duty of the Association, its agents or representatives to seek out instances in which the persons designated on a resident's listing should be contacted. The Association shall have no obligation to make inquiries concerning the propriety of a request that listed persons be contacted. Updating the information contained on the list shall be entirely the responsibility of the resident for whom it is maintained and the Association does not warrant the correctness of the information contained in any listing.

Residents recognize that there are inherent risks in any release of information. The Association, its agents and representatives, by its maintenance of the emergency information database and its contact of persons listed therein assumes no responsibility for any loss that may befall the resident or the persons designated by that resident.

The emergency contacts database will be maintained and contacts to those listed thereon will be made by a Keeper of Emergency Information who shall be appointed annually by the Board and who will be one of the two Directors at Large then serving on the Board. The first such appointment will be made, and this policy will become effective, on the date of the first regular monthly meeting of the 2016 Board of Directors.

Those residents, cognizant of all the above, who wish to avail themselves of this service shall complete and return, to the person designated by the Board of Directors as its Keeper of Emergency Information, a completed Information Sheet in essentially the following form:

ADOPTED by the Board of Directors of the Myrtle Trace Homeowner's Association, Inc., in public session gathered this 15th day of July, 2015.

EMERGENCY CONTACT INFORMATION

The Myrtle Trace Homeowners Association offers to maintain contact information for the residents of Myrtle Trace in the event of a medical or other emergency. This information will become a part of the MTHOA database and will be maintained by its Board designated Keeper of Emergency Information.

If you wish to participate or update previously submitted information, complete this form and deposit it in the Homeowner slot at the Clubhouse.

(Please print)

RESIDENT'S NAME(S) _____

STREET ADDRESS _____

CONTACT NAME _____

CONTACT ADDRESS _____

CONTACT PHONE _____

CONTACT NAME _____

CONTACT ADDRESS _____

CONTACT PHONE _____

The undersigned Myrtle Trace resident(s) understand that the sole responsibility undertaken by the Association is to maintain the emergency contact information and, when advised of an emergency by a person or entity charged with or interested in the welfare of the undersigned, to advise the contact(s) that such an emergency has been reported.

(Signature of Resident)

Date: _____

BOARD POLICY ON PUBLICATION OF NOTICE

WHEREAS, Article VII, Section 1, Subsection (a) of the Bylaws of the Myrtle Trace Homeowners Association grants to the Board of Directors the power and duty to publish such rules and regulations as the said Boar has adopted to govern the use of Common Properties and Facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof; and

WHEREAS, the said Board of Directors seeks to establish, by its policy stated herein, the method by which it shall henceforth comply with the aforesaid power and duty to publish.

NOW, THEREFORE, the Board of Directors of the Myrtle Trace Homeowners Association, in monthly meeting assembled, does establish the following as a Policy of that Board.

Policy on publication of Board of Director's legislative actions.

Board policies, procedures, and Committee guidelines must be published in News and Views prior to their gaining legal effect. Notice that a policy, procedure, or guideline will be considered at a particular Board meeting must appear in the community newsletter published next previous to that meeting. The text of any policy, procedure, or guideline adopted by the Board, its amendment or revocation must be published subsequent to adoption by the Board in order for it to be legally enforced. It is intended that this policy be prospectively effective only and shall have no bearing upon the enforceability of policies, procedures and guidelines heretofore adopted.

This policy shall be followed with respect to policies, procedures and guidelines effective, or intended to be effective, within Myrtle Trace, an area of residentially developed land in Horry County, South Carolina, as more fully described in a Deed dated October 7, 1983, and recorded on November 3, 1983 in Deed Book 830, Page 904 in the Office of the Register of Deeds for Horry County.

ADOPTED, by the Board of Directors of the myrtle Trace Homeowners Association, Incorporated, in monthly session assembled, this 15th day of January, 2020.

Santo Perry, President

Attest:

Secretary/Treasurer