



MYRTLE TRACE

MYRTLE TRACE HOMEOWNERS ASSOCIATION

COMMON PROPERTIES GUIDELINES AND RESTRICTIONS

FOR HOMEOWNERS

ISSUED AND APPROVED

BY THE MYRTLE TRACE HOMEOWNERS

BOARD OF DIRECTORS 2017

DECEMBER 2025

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MYRTLE TRACE HOMEOWNERS ASSOCIATION COMMON PROPERTIES GUIDELINES AND RESTRICTIONS

MISSION STATEMENT FOR MYRTLE TRACE HOMEOWNERS ASSOCIATION (MTHOA) PROPERTY COMMITTEE

Assist the MTHOA in fulfillment of its obligations under the Master Declaration of Covenants, Conditions, Reservations and Restrictions, Articles of Incorporation and Bylaws (Covenants) to provide maintenance and preservation of the Common Properties and to promote the health, safety and welfare of residents within the Myrtle Trace community.

RESPONSIBILITIES:

- 1). The Committee is authorized to take actions, employ any materials and recommend such changes to the Common Property as are permitted to our member owners for maintenance and preservation of their residential properties in our community.
- 2). The Committee will recognize the need and recommend actions to the Board of Directors (Board) for those Major Repairs and Replacements which have been identified for funding.
- 3). The Committee Chairperson is authorized to approve and undertake repairs to existing Association property, the cost of which will not exceed five hundred dollars (\$500.00). Any repairs over \$500.00 require Board Approval.

PROPERTY COMMITTEE ORGANIZATION:

The Phase Representative is the **FIRST** person to contact if residents have problems or questions about Common Properties and to respond to them. The Phase Representative will contact and coordinate with the proper parties to solve or answer requests if unable to do so personally. Designated Coordinators are responsible for Common Area of Roads, Lakes, Clubhouse, Pool, and Trees. The Coordinators will work with our vendors to make sure everything runs smoothly and specific problems are addressed. The Committee activities are coordinated by the Committee Chairperson. A complete list of the Phase Representatives is available on the back page of the MTHOA directory.

SCOPE OF COMMON PROPERTIES:

In addition to the roadways and road frontage areas there are 42 acres of other common property within Myrtle Trace. This includes, but is not limited to, the clubhouse, pool, maintenance shed and surrounding areas, all fifteen lakes, all road surfaces, the grass areas within 25 feet of paved street center lines along all but Myrtle Trace Drive where the distance is 33 feet. Some of the land abutting lakes and 13 access/walkways 15 feet wide between private properties are open to access for all the residents of Myrtle Trace; individuals are cautioned to be certain they do not trespass on private property.

PRESERVATION OF TREES AND VEGETATION ON COMMON PROPERTIES:

The Property Committee coordinates the maintenance and preservation of Common Properties. The Covenants state no area of the properties shall be cleared or thinned of trees or vegetation* nor shall any changes be made to the landscaping without the approval of the Board. For the most part, Common Properties with trees and vegetation are along the perimeter of Myrtle Trace acting as a buffer to the adjacent back yards of homeowner's properties.

*NOTE: Subject to City, County or State Regulations.

Trees & Vegetation

On Common Properties, dead limbs and fallen trees are routinely removed. Trees* threatening property or any tree attracting infestation should be reported by a resident and considered for removal by the Property Committee. Other dead trees not threatening property may be recommended to the Board for removal.

Trees* on Common Property adjacent to Public Roads and/or internal MTHOA roads may be removed by the Property Committee based on size and proximity to property and traffic. Approval for tree removals will be granted for the following reasons:

1. Diseased or wind damaged.
2. Tree* thinning where clustered trees have grown too close.
3. Tree* are causing damage to sidewalks, driveways, etc.
4. Trees* where roots have undermined the house foundation.
5. Trees* which have become overgrown with branches laying on roofs or gutters.
6. Trees* which have been identified as needing removal by
licensed/certified arborists

NOTE*: Subject to City, County or State Regulations.

ITEMS ALLOWED ON COMMON PROPERTIES:

Nothing may be placed on common property without the specific approval of the Board. (See Board Policy - **Plantings on Common Ground Around Mailboxes.**) Everything, including mailboxes and posts, placed or existing on Common Property regardless of who placed it there, is the property of the MTHOA. The Board may do with any and all of these items, as they deem appropriate.

All mailboxes and posts shall be 4x4 wood posts with 4X4 braced cross brackets to hold the mailboxes stained dark brown (burnt umber). (As a reminder, mail posts have to be painted periodically by the MTHOA.) The mailbox and the newspaper receptacle shall be black. Attached to the top of the mail box shall be an aluminum lettered name plate mounted on a dark brown (burnt umber) wood backing strip and topped with a house number, which shall be similarly constructed as the name plate. Replacement posts, mailboxes, and name/number items shall be obtained through the Property Committee. Newspaper receptacles must be ordered from the newspaper company, not the Property Committee. Costs for the replacement of posts, mailboxes and nameplates are the responsibility of the owner of the property adjacent to these items. Reflectors on posts and nameplates must not be obscured.

One flag, no larger than 12 inches x 18 inches, attached to a dowel no longer than 30 inches, may be placed on the top of mail post. Individual property owners may place temporary seasonal decorations on the mailboxes or other Common Properties, which must be removed after the event is concluded.

EASEMENTS FOR THE MAINTENANCE OF THE LAKES AND OTHER WATER BODIES:

The association has a non-exclusive 5 feet easement over the sides of those lots which border any water located in Myrtle Trace and an additional 10 feet easement on said lots over that portion of the lots which actually borders on the water for maintenance.

COMMON PROPERTIES SOD REPLACEMENT:

Periodically, the Association may replace Common Properties. Notice of the time for sod replacement requests will be published in the 'News and Views' at least one month prior to the cut-off request date. Sod requests must be in writing addressed to the Chairman of the Property Committee. Two members of the property committee and the maintenance contractor will visit all sites where sod has been requested and make a determination if sod will be replaced. In the event the decision is made not to replace sod the individual requesting the sod will be informed. Basic requirements for sod replacement are: the area must have a working sprinkler system, and sod has not been replaced in the same area less than two years previously. Once sod has been replaced the requesting property owner shall keep the newly sodded area thoroughly watered for at least ten days, after which normal watering shall be resumed.

IRRIGATION GUIDELINES:

The owner(s) of each residential property in the MTHOA community is required to provide, at owner's expense, irrigation of all area extending from the foundation of the residence to the following boundaries:

1. The edges of the neighboring property;
2. The edge of an adjoining road surface at the front or side of the owner's property and extension of the owner's rear property line to the roadway at the side;
3. The shoreline edge of an adjoining lake at the rear or side of the owner's property between extensions at the rear of the property of the lines established in the first description above and extension of the owner's rear property line to the lakeshore at the side.

The MTHOA is responsible for irrigation of property within the MTHOA community, which is not covered by the foregoing descriptions. To the extent certain of these areas can most economically be served by expansion of neighboring residential systems, the MTHOA may, at its expense, arrange to install and maintain the necessary equipment and materials and reimburse the cooperating owner(s) for the water drawn through their meters. Water consumption reimbursements will be set by the MTHOA Board.

CLUBHOUSE GUIDELINES:

Generally use of the Clubhouse, except as otherwise provided in the RULES & REGULATIONS, is limited to Myrtle Trace residents, their relatives and house guests. For non-regularly scheduled events, contact the Calendar Person at the earliest possible date, before the 15th of the preceding month to be included in the New & Views. Complete Guidelines and contracts for private functions are available on the Website or from the Property Committee Chairperson. This includes instructions for cleanup and maintenance of the Clubhouse and the use of seasonal, donation containers.

POOL GUIDELINES & USE RULES:

The pool is for the use of residents, their family and/or guests of a resident. All users are to comply with the posted Pool Rules and Department of Health Environmental Control (DHEC) regulations posted on the cabana wall and on the Website.

COMMON PROPERTY MAINTENANCE AGREEMENT:

The MTHOA is responsible for the maintenance and preservation of the common properties in the Myrtle Trace community. The individual homeowners are responsible for the maintenance and preservation of their deeded residential properties. The Board has announced its willingness to allow individual homeowners to file a Maintenance Agreement during Designated Periods to assume responsibility in the care of **all** common areas immediately adjoining their respective residences. These are the same areas for which the homeowner is responsible for irrigation. Strict guidelines are spelled out in the Agreement as to the maintenance of Common Property. The Agreement is subject to Board approval **and** the Board may withhold, cancel, or disapprove said Maintenance Agreement. Please contact your Phase Representative during the month of March and/or September, if you are interested in applying for a Maintenance Agreement.

MAINTENANCE CONTRACTOR:

The maintenance contractor works for the MTHOA maintaining the Common Properties. He does not do any work on private property during normal work hours. He takes his directions only from the property committee; he shall take no direction from any private property owner.

DEBRIS:

After a storm event all Common Property debris will be removed by the MTHOA. After a major storm event (i.e. Hurricane) property owners may place debris from their property on the Common Properties adjacent to the street for its removal, provided it is placed there no later than four days after the storm.

All other normal clean up debris from private property shall be the homeowner's responsibility for disposal. No debris shall be placed on any Common Properties. Individual property owners shall be held responsible for any debris left or placed on Common Properties by them or their individual property maintenance contractors.

PARKING:

To avoid damage to irrigation and other utility systems, no parking is permitted on the grass of Common Properties. Individual property owners should, if at all possible, provide parking for their contractors in their driveways. At no time should any vehicles be parked any nearer than 30 feet from any intersection. Parking for any event shall not in any way impede the entrance or egress of the community's residents.

GATE PASS DECALS:

Use of the gate at Myrtle Ridge Road is limited to residents of Myrtle Trace.

Residents may request a gate pass decal which is placed on the vehicle window by a representative of the Association in exchange for a copy of the car registration showing the vehicle is registered at the Myrtle Trace address. New residents will be issued a decal once closing documents have been received by the Association's Accounts Receivable Contractor. A copy of the current car registration is still required and once the vehicle is registered at the Myrtle Trace address it is the owner's responsibility to provide the Association with a copy of the new registration showing the Myrtle Trace address.

Absentee homeowners will be issued a gate pass decal only if they reside in Myrtle Trace for at least four (4) months of the year and provided the property is not rented. When a property is rented, the resident renter is eligible to request a decal. Renters will be issued a decal once the fully executed Myrtle Trace lease agreement is received by MTHOA Accounts Receivable Contractor.

Decals are not transferable and should not be removed from the window until the vehicle is traded, sold, or no longer registered at the Myrtle Trace address. When residents who have decals get a new vehicle they must have a new decal placed on the new vehicle. Either a copy of the registration or the affidavit of sale must be presented.

To request a gate pass decal contact the Association representative listed on the back of the Myrtle Trace Directory.

FISHING:

Residents and house guests are permitted recreational fishing in all the common area lakes. Any fish caught must be released back into the lake. All fishing must be from Common Property only. Trespass on private property is not permitted.

USE OF RETENTION PONDS FOR RECREATIONAL PURPOSES:

The bodies of water in Myrtle Trace are retention ponds, not lakes. The purpose of these ponds is to manage storm water runoff to prevent flooding and erosion and to allow for sediment to settle. The ponds are treated to inhibit weed growth and algae formation and are not intended to be used for recreational purposes.

Swimming and the use of recreational water craft such as paddle boats, canoes, kayaks, row boats, paddle boards or other floating craft are not permitted on these ponds. The lake maintenance company is allowed to use their boat for their maintenance work and residents are allowed to operated toy radio controlled boats for their pleasure. (Effective April 17, 2017)

LAKESHORE STABILIZATION ON COMMON PROPERTIES:

The MTHOA may stabilize lakeshore Common Properties by the construction of retaining walls, or by any other means the Board deems appropriate; wherein at its sole discretion such stabilization is necessary. The construction of a retaining wall, if used, shall be in accordance with Guidelines for Retaining Walls adopted November 2007.

MYRTLE TRACE PROPERTY GUIDELINES

APPENDIX

- Closer Guidelines
- Myrtle Trace Homeowners Association Rules and Regulations For Use of Clubhouse
- Myrtle Trace Homeowners Association Checklist For Cleanup And Maintenance of Clubhouse
- Myrtle Trace Homeowners Association Contract For Clubhouse Usage
- Common Ground Sod Replacement Request Form
- MTHOA/HOMEOWNER AGREEMENT
- Policy on Plantings on Common Ground Around Mailboxes

POOL MONITOR/CLOSER GUIDELINES

The first monitor to report on any given day will post the pool monitor sign and place the “Pool Sign-In” sheet on the table in the cabana. The last monitor is asked to leave the “Pool Sign-In” sheet on the table for residents to sign-in after 6:00p.m.

Pool monitors are to sign their names and date at the right side of the Sign-In sheet at the start of their shift. All residents are required to sign-in on the form. They should include their name, address, and number in their party.

The monitor is to see that the rules and regulations of the pool are followed. **There is no need for confrontation.** The monitor should ask that the rules be followed. If the request is not honored the monitor should **indicate this on the Pool Infraction Report Form** that is located on the clipboard. This form should be given to the pool supervisor or co-pool supervisor. The Board of Directors will then be notified of the problem. Remember, **you are neither a lifeguard nor a baby sitter.**

Children under 16 years of age are allowed to swim only when accompanied a resident or a designated, responsible adult. Children of diaper age must wear diapers approved for swimming pool use. Parents are responsible for any accident that results from their child. Otherwise child will not be allowed in the swimming pool and instead must use the portable pool. There is a portable pool located in the storage room for their use. Water may be bucketed from the pool to the toddler pool. When draining the toddler pool please make sure the pool water is dumped away from the swimming pool and onto the grass area.

Clear the pool area and go outside the fenced area, at the first sign of thunder and/or lightning. Hang the two “Pool Closed” signs located in the cabana on the main and clubhouse gates. **The pool will remain closed and the gates locked until 30 minutes after the last sign of a storm has passed.** When the storm has past we are asking the pool monitors to return to their scheduled shift, remove and store the signs back in the cabana. This will help with everyone’s safety.

Pool closers please leave the area of the cabana and pool as orderly as possible. Umbrellas should be closed and secured and the store room and restroom doors should be locked. All lights and fans should be switched off. TELEPHONE STAYS CONNECTED AT ALL TIMES. Swimming toys and noodles should be put in large trash can and stored in the storage room before closing.

The pool closers must see that **all** gates which provide entrance to the pool area are secured and locked when they close the pool at 9:00p.m.

If you know you cannot perform your shift on a given day, please try to obtain a substitute from the list provided. If there are any questions or problems contact the Pool Monitor Coordinator. If no one is home leave a message on the answering machine.

Thank you for volunteering.

Revised 4/17/2024

RESOLUTION
AMENDING THE MYRTLE TRACE HOMEOWNERS ASSOCIATION RULES AND
REGULATIONS FOR USE OF CLUBHOUSE, LAST AMENDED IN APRIL OF 2015, BY
CONVERTING SUCH RULES INTO A POLICY CONCERNING THE USE OF ALL ASSOCIATION
RECREATIONAL FACILITIES AND ADDING A NEW SECTION ESTABLISHING RULES
COVERING PARTICIPATION IN ASSOCIATION FUNCTIONS.

SECTION I. FACILITIES USE POLICY

1. Myrtle Trace facilities including (but not limited to) the clubhouse, swimming pool, and the bocce court, horseshoe pit and basketball area (hereinafter referred to as recreation facilities) are provided for the use of Myrtle Trace residents.
2. The Activities Committee has priority over the use of the clubhouse and swimming pool for functions that benefit the community as a whole. The Activities Committee is the only entity that can reserve the swimming pool for its exclusive use.
3. All newly planned activities utilizing the clubhouse on a continuing basis must be approved by the Board of Directors following a recommendation by the Activities Committee. Newly approved ongoing activities involving the use of the clubhouse, swimming pool or recreational facilities will be communicated to the Calendar Person for inclusion in the monthly calendar and News & Views.
4. Use of the clubhouse and other facilities is restricted. Informational meetings for Myrtle Trace residents will be permitted providing the purpose of the meeting is not the sale of a service or a product. The selling of a product or service by a homeowner, resident, renter, relative, houseguest, friend, or outside vendor is strictly prohibited, unless it is an activities event that has prior Board approval. Organizations not under the direct sponsorship of the Myrtle Trace Activities Committee may not use the clubhouse or other facilities for their meetings even if some residents belong to that outside organization.
5. Residents may use folding tables, folding chairs, and wheelchairs, which are located in the clubhouse storeroom. Residents borrowing these items must sign them out on the sheet located in the storeroom.
6. Use of outdoor recreation facilities for private functions must be Board approved.
7. Barbecuing in common areas must be Board approved due to safety issues.
8. **No dogs, cats, domesticated animals or pets, other than registered service dogs and guide dogs for the blind, may be brought into the clubhouse or swimming pool area at any time.** When pets are in the recreation area, the owner is required to clean-up after their pet.
9. The system of speakers and microphones that amplify sound and improve tonal quality within the clubhouse was designed and installed by professional sound technicians who took into consideration the specific acoustic requirements of the room. No additions or modifications to the system so installed shall be made without the Board's approval rendered following careful consideration of a written request which clearly indicates the perceived shortcomings of the system, the modifications recommended in resolution of such failure and the estimated cost thereof. Should recommended modifications be approved, such will be accomplished only by a professional sound technician of the Board's choosing.

10. The clubhouse may be used for private social functions sponsored by a resident. This would include birthday parties, anniversaries, showers, etc. provided a majority of the attendees are a combination of family members and Myrtle Trace residents.

11. A resident wishing to use the clubhouse for a private function must use the procedure described below:

- a. Contact the Calendar Person at the earliest possible date, which needs to be before the 15th of the preceding month (whenever possible). This allows for inclusion in the Calendar and the News & Views.
- b. If the date is available, the reservation will be confirmed.
- c. If the date is not available, the resident may select another date or get in touch with the Contact Person for the conflicting activity. The requesting resident should inform the Calendar Person of the results of the request.
- d. Regularly scheduled activities are expected to relinquish the clubhouse once each Calendar quarter, if needed.
- e. In the event of an impasse the matter shall be referred to the Board for resolution.

A signed contract plus a \$100.00 returnable deposit payable to the MTHOA must be given to the Property Committee Chairperson prior to the function. The deposit will be returned as soon as it can be determined that the users have complied with the clean-up guidelines.

SECTION II: FUNCTION PARTICIPATION

1. Events activities and functions of the Myrtle Trace Homeowners Association and its committee are planned by and for the enjoyment of Myrtle Trace residents.
2. Myrtle Trace residents and homeowners have priority for attendance at all events or activities sponsored by the Board of Directors or any of its Committees. Where a single resident or homeowner is domiciled alone in a Myrtle Trace home, such resident or homeowner may bring one nonresident guest to the event or activity with priority equivalent to that of joint homeowners sharing domicile in such a home. If space permits, other guests of residents may RSVP to such events during the five (5) days prior to the RSVP deadline. Such guests, when accompanied by the sponsoring resident will be welcomed to the event or activity for which an RSVP has been submitted.

SECTION III: EFFECTIVE DATE

The provisions of this Resolution shall become effective immediately upon their enactment.

RESOLUTION ADOPTED by the Board of Directors of the Myrtle Trace Homeowners Association, Inc., in Council assembled, this 19th day of August, 2015.

Policy amended on December 17, 2025.

MYRTLE TRACE HOMEOWNERS ASSOCIATION
CHECK LIST FOR CLEANUP AND MAINTENANCE OF CLUBHOUSE

1. All clubhouse dishes, cups, glasses, bowls, utensils, pans, coffee pots, etc., that have been used for your event are to be washed, dried and place items where they were originally stored, the same day as the event. Dishwashing pan and dish detergent is under the sink.
2. Dish towels and pot holders used during event are to be taken by person(s) responsible for the event, or a designee, cleaned and returned to the Clubhouse.
3. If table covers are used and anything is spilled on them the person(s) responsible for the event, or a designee, is to take the covers wash them and return them to the Clubhouse.
4. All garbage is to be placed into bags and deposited in the garbage BINS ON WHEELS located outside the rear entrance to the Clubhouse.
5. Damp mop any spills on the floor. Mop is in back storage area. Sweep floors as needed. Broom is located in storage area. Clean glass table tops with glass cleaner.
6. Put away all folding tables, including card tables that you may have used. Tables and chairs are located in the storage area. Put all folding chairs on racks. Extensions for glass table tops are in the storage area. If used, wipe before returning to storage.
7. Remove all food and drink from the refrigerator and Clubhouse.
8. Remove all decorations you used for your event. Caution must be taken when hanging or removing decorations from ceiling as to not dislodge or move ceiling tiles.
9. Make sure back door of the Clubhouse is locked.
10. Turn off all lights and fans as you leave Clubhouse.
11. As you leave, close and lock the front door of the Clubhouse.
12. Items stored in the Activities closet are not to be used unless prior approval has been given from the Activities Committee Chairperson.
13. Clean-up is to be done the day of the event.

Revised March 2020 / Reviewed December 2024

MYRTLE TRACE HOME OWNERS ASSOCIATION CONTRACT FOR CLUBHOUSE USAGE

NAME _____ DATE _____

ADDRESS _____

TELEPHONE _____ CELL PE _____

DATE NEEDED _____ START TIME _____ UNTIL _____

PURPOSE _____

NUMBER OF PERSONS (100 MAX.) _____

1. Use of the Clubhouse is restricted. Informational meetings for Myrtle Trace residents will be permitted providing the purpose of the meeting is not designed to sell a service or a product. The selling of a product or service by a homeowner, resident, renter, relative, houseguest, friend, or outside vendor is strictly prohibited, unless it is an activities event that has prior Board approval. Organizations not under the direct sponsorship of the Myrtle Trace Activities Committee may not use the Clubhouse for their meetings even if some residents belong to that outside organization. The Clubhouse may be used for private social functions sponsored by a resident. This includes birthday parties, anniversaries, showers, etc. provided a majority of the attendees are a combination of family members and Myrtle Trace residents.
2. Occupancy is limited to 100 people.
3. Smoking is strictly prohibited.
4. Decorations used must not deface any part of the building or furnishings therein.
5. There is a six (6) hour limit on events. This includes set-up & clean up. Additional time may be negotiated prior to the signing of this contract.
6. The MTHOA has no liability for personal injury or property damage during the use of the Clubhouse.
7. All liabilities resulting from the use of alcoholic beverages will be the sole responsibility of the user.
8. A seven (7) day notice of cancellation is required. Failure to comply may result in the forfeiture of deposit.
9. Any and all damages to the Clubhouse will be repaired to the satisfaction of the Property Committee Chairperson. Cost of such repairs are the responsibility of the resident agreement signatory.
10. A \$100.00 security deposit payable to the MTHOA must be given to the Property Committee Chairperson with this agreement. This deposit will be refunded upon inspection of the Clubhouse when no damages or problems with regard to cleaning are noted. (See attached Check List, which is a further stipulation of this contract.)

11. No dogs, cats, domesticated animals or pets, other than registered service dogs and guide dogs for the blind, may be brought into the Clubhouse at any time. By signing below, you agree with all terms of this contract and understand that there is no selling of a service or product by anyone attending this activity or function.
12. The system of speakers and microphones that amplify sound and improve tonal quality within the Clubhouse was designed and installed by professional sound technicians who took into consideration the specific acoustical requirements of the room. No additions or modifications to the system so installed shall be made without the Board's approval rendered following careful consideration of a written request which clearly indicates the perceived shortcomings of the system, the modifications recommended in resolution of such failure and the estimated cost thereof. Should recommended modifications be approved, such will be accomplished only by a professional sound technician of the Board's choosing.

NAME (Please print) _____

SIGNATURE _____ DATE _____

DEPOSIT RECEIVED _____ AMOUNT _____ DATE _____

I HAVE INSPECTED THE CLUBHOUSE AND FIND NO ADDITIONAL CHARGES
NECESSARY.

SIGNED _____

DEPOSIT REFUND DATE _____

Common Ground Sod Replacement Request Form

To be eligible for sod replacement you-

* Must be the homeowner

* Must have a working sprinkler system

If your request for sod replacement is approved you are responsible for keeping the new sod thoroughly watered for at least ten days. Normal watering shall be resumed after that time.

You will **NOT** be eligible for sod replacement if you have signed a Common Ground Maintenance Agreement.

Have you had sod replaced prior to this year? _____

If yes, when was it done? _____

Name: _____

Address: _____

Phone #: _____

Put the completed form in an envelope addressed to the Chairperson of the Property Committee and place in the Homeowners slot at the Clubhouse. **Deadline** for submitting this request is: _____ **NO** late request forms accepted after this date.

DO NOT WRITE BELOW THIS LINE --- THANK YOU

Name _____ Address: _____

Decision ---- Sod yes _____ no _____

If no, reason _____

What if anything will be done _____

Date: _____ Question please call: Property Chairperson

MTHOA/HOMEOWNER AGREEMENT

The Myrtle Trace Homeowners Association is responsible for the maintenance and preservation of the common properties in the Myrtle Trace community. The individual homeowners are responsible for the maintenance and preservation of their deeded residential properties. The Board has announced its willingness to allow individual homeowners in good standing to assist in the care of common areas immediately adjoining their respective residences. These are the same areas for which the homeowner has long been responsible for irrigation.

It is necessary that the scope and terms under which a homeowner will be permitted to assist the Association are clearly established. For that purpose the Myrtle Trace Homeowners Association (herein referred to as MTHOA) and the owner(s) of a residence consenting to participation (herein referred to as PERMITTEE) have executed this agreement on the date entered below with the signatures of the parties.

The PERMITTEE will, for all MTHOA common grounds immediately adjoining the PERMITTEE's residence, adhere to the following conditions:

1. Provide and apply fertilizer, weed treatment and pest control materials at regular and appropriate schedules at the expense of the PERMITTEE.
2. Regularly mow the existing lawn areas.
3. Remove all windblown or fallen debris to offsite disposal at the expense of the PERMITTEE.
4. Maintain irrigation at schedules and amounts sufficient to preserve the MTHOA property.
5. Refrain from alteration to, or introduction of plantings or other materials in, any part of the MTHOA property except for the permissible mailbox encroachments announced by the Association from time to time.
6. Hold MTHOA harmless from any claims, liabilities or other actions that may arise from the conduct of the PERMITTEE on the MTHOA property.
7. Refrain from any action interfering with or impeding "the members' right and easement of enjoyment in and to the Common Properties..." as provided in the Covenants.
8. Compensate MTHOA for costs of restoring the MTHOA property arising from the PERMITTEE's actions or failure to act on the forgoing provisions.
9. Cancellation of this agreement by either party with (60) days prior notice in writing to the addresses noted below.
10. Immediate cancellation of this agreement for non-compliance with any of the conditions numbered 1 through 8 and described above, in which case the designated PERMITTEE will immediately cease all activities on these common grounds and will not impeded or interfere with the MTHOA's resumption of maintenance and preservation of its property.

Accepted by PERMITTEE: Date _____ For MTHOA Date _____

Signature _____ Signature _____

Name _____ Name: _____

Street _____ 101 Myrtle Trace Drive

City, State, ZIP _____ Conway, SC 29526 7/20/2011

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 top of the mailbox 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.