

**HORRY COUNTY REGISTER OF DEEDS
TRANSMITTAL SHEET**

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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: 12/04/2018

DOCUMENT SHALL BE RETURNED TO:

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

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Surfside Beach, SC 29587

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Related Document(s): book 921 , page 176

PURCHASE PRICE / MORTGAGE AMOUNT: \$

**BRIEF PROPERTY DESCRIPTION: RESTRICTIONS FOR BAY TREE III HOMEOWNERS
ASSOCIATION INC**

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

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

FULL BUSINESS NAME

1. BAY TREE III HOMEOWNERS ASSOCIATION INC

GRANTEE / MORTGAGEE / OBLIGEE (TO WHO):

FULL BUSINESS NAME

1. BAY TREE III HOMEOWNERS ASSOCIATION INC

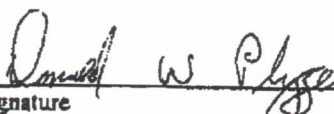
BAY TREE III HOA, INC.

P. O. Box 395
Little River, SC 29566
Phone: 843-399-6116
Fax: 843-399-0972

Legal Description: Bay Tree III Homeowners' Association, Inc. located on Plantation Drive and
Hwy 17 in Little River, SC 29566

Contact Information: P.O. Box 395
Little River, SC 29566
843-399-6116

The rules, regulations and policies and the approved architectural alterations of the Bay Tree III
Homeowners' Association Inc. were approved for filing on December 4, 2018.


Signature

Don Plugge, President

**BAY TREE III HOMEOWNERS ASSOCIATION
RULES AND REGULATIONS
(Effective January 1, 2003 and revised March 1, 2016)**

Owners and Guests, welcome to Bay Tree III. The following Rules and Regulations have been established to make our community enjoyable and comfortable for all. Please keep in mind that Bay Tree III is a residential community and not a hotel, and that we have a number of fulltime residents and owners who expect the same thoughtful consideration for our community as you would expect if they were visiting your residence.

MAXIMUM OCCUPANCY LIMITS: 2 BR - 6 PERSONS; 3 BR - 10 PERSONS

PARKING: Parking at Bay Tree is restricted and limited to standard sized passenger vehicles only. Each unit has one (1) assigned, numbered parking space that is reserved specifically for that unit and should never be used without permission of the owner of that unit. Adjacent Un-numbered spaces are available on a first come first serve basis. Additional parking is available at the pool area. **NO PARKING** of any vehicle is permitted along curbs or in front of trash dumpsters.

PROHIBITED: Bay Tree III absolutely prohibits the following vehicles anywhere in the community regardless of size or circumstances: Motorcycles, Motorbikes, Mopeds, Vespas, ATV's, and other off road vehicles. Mobile Homes, Campers, Trailers, Boats, RV's, and any unlicensed and/or inoperable vehicles. **EXCEPTIONS:** Licensed trucks, multi-passenger vans and SUV's are permitted so long as their length and width does not exceed the inside limits of a single parking space.

LIMOS, CARTS, BUSES: Stretch limousines, motorized golf carts, delivery trucks, and buses may make brief pickups and deliveries with the community but may not use the parking facilities.

TOWING: Any vehicle found in violation of these rules will be towed at Owners expense and with Owners risk of damage. Please report any parking violation to the Property Manager.

PETS: Our Property Deed Declaration allows only dogs and cats, one of each per unit, not larger than 25 pounds. Unit leases and renters must have the Owner's written permission for pets and must comply with all rules. **All pets** must be on a leash and accompanied by its owner when outside of the Unit. Pets may not be tied and left on their own outside of the Units. Each pet owner is responsible for the removal of fecal waste, and for any damage or injuries that a pet may cause, regardless of circumstances. Pets are not permitted in the Pool or Tennis areas. **NOTE: Seeing-Eye Dogs accompanying a blind person are permitted, an exception only as to weight and allowance in the Pool and Tennis areas.**

NOISE: Loud noises or parties will not be tolerated. TV's, radios and musical instruments should be used with discretion and consideration of others at all times, especially between the hours of 11:00 p.m. and 8:00 a.m.

FIREWORKS: All Fireworks, including sparklers, are strictly forbidden. Besides being a fire hazard to our community, wire and debris residues can cause damage to our maintenance equipment.

BBQing: Cooking on screened or otherwise enclosed porches and patios is against the law in Horry County and is strictly forbidden. Cooking on the open patios or on the grassy areas ten (10) feet or more away from any combustible structure, is within the Law and permissible so long as the coals are adequately doused and ashes and residues are properly disposed of. **Highest consideration is placed on the potential fire danger.** Damages and/or injuries are the responsibility of the person(s) so engaged.

TRASH: All trash must be placed inside the dumpsters provided. All trash should be bagged and tied. Furnishings or construction debris should never be placed in the dumpsters.

DAMAGES: Each person is individually responsible for the repair of any damage(s) caused to a Common Area or one of the Facilities or any of the maintenance equipment, whether such damage was intentional or unintentional.

POOL RULES: THE POOL RULES ARE PUBLISHED SEPARATELY TO BE POSTED IN EVERY UNIT.

TENNIS COURT RULES:

1. Owners and their guests residing within Bay Tree III have Tennis Court privileges.
2. Tennis Court hours are from 9:00 a.m. until 10:00 p.m.
3. Children under the age of 12 must be accompanied by an adult while in the tennis court area.
4. The tennis court is to be used for tennis and for NO other purpose, i.e., rollerblading, etc.

NOTE: Bay Tree III Owners who rent their Units, or allow family, friends, or guests to use their units, remain responsible for all parties adherence to these Rules and Regulations and to the Pool Rules, and are subject to applicable penalties for noncompliance. It is each Owner's responsibility to post a copy of these Rules & Regulations within their Unit, and to assure that their rental agents make guests aware of their applicability.

NOTE: The Bay Tree III Board of Directors reserve the right to restrict any activity it deems inappropriate or detrimental to the best interest of the community and its Owners.

NOTE: Please help us to maintain a pleasant community by reporting any problems with the facilities or violations of these Rules & Regulations to the Property Manager. Problems within the Units should be reported directly to the Owner or Rental Agent.



BAYTREE III HOA

Equal Opportunity Association

**BAY TREE III SWIMMING POOL
775 Plantation Drive, Little River, SC**

Beginning April 16, 2016, entry into the pool area will require a key. Every owner of each Unit will be issued one (1) key for the Bay Tree III pool. There will be a \$25.00 replacement fee for lost keys. These keys cannot be duplicated by anyone other than the Property Manager. The keys are also numbered and a roster detailing the name and addresses of keys that have been issued will be maintained by the Property Manager. The keys are available now and may be picked up at the office of Property & Association Management Company, Inc., 1575 Highway 17 in Little River, South Carolina, **MONDAY** through **THURSDAY** between the hours of 9:00 a.m. and 5:00 p.m., and **FRIDAY** between the hours of 9:00 a.m. and 4:00 p.m. If you have rental property, please notify your rental company of the aforementioned.

ANY ABUSE OF THE POOL KEY OR THE POOL PRIVILEGES, COULD LEAD TO THE SUSPENSION OF THE USE OF THE POOL FOR A PERIOD OF SIXTY (60) DAYS.

Parents, please note we have had problems with younger children using the pool alone. Only children over the age of 12 are allowed to use the pool without adult supervision.



BAYTREE III HOA

Equal Opportunity Association

BAY TREE III SWIMMING POOL RULES

(Effective 3/1/16)

POOL HOURS ARE FROM 9:00 A.M. TO 10:00 P.M.

1. The Association will provide one (1) key to the pool gate to each owner; the owner may purchase one (1) additional key. Upon receipt of the key(s), the owner agrees that there will be sufficient control of the key(s) assigned to them to the extent that it will be used for access to the pool for the owner, their family and their guests only. If the owner gives possession of their key(s) to others who may use their unit, or a rental agent, the owner retains the responsibility that the key(s) is to be used by the owner their family or guests; renters are considered guests. If an owner is no longer a member of the Association for any reason, all keys must be returned to the Association. If a key(s) are lost, it must be reported to the Association in an expedited manner. There will be a charge for replacement keys.
2. Only Owners and their guests residing at Bay Tree III have pool facilities privileges.
3. A maximum capacity of fifteen (15) swimmers in the pool at one time.
4. Floats are not permitted in the pool. **Exception:** Flotation devices that are specifically designed as swimming aids.
5. Diving, pushing, shoving, horseplay or running anywhere in the pool area is prohibited. **Hanging on the separator rope is not permitted.**
6. Towels or other personal items are not to be hung on the fence around the pool or outside the units.
7. The SPA should not be operated by the same person for more than fifteen (15) minutes continuously.
8. No person under the influence of alcohol or drugs should use the pool.
9. No spitting or blowing noses in the pool.
10. No person with communicable diseases is allowed in the pool.
11. *No person with open wounds, skin, eye, ear or nasal infections is allowed in the pool.*
12. No animals or pets are allowed in the pool or the fenced in area of the pool.
13. **No glass containers of any kind are allowed in the pool gated area at any time!!**
14. Shower before entering the pool.
15. The phone is for **EMERGENCIES ONLY**. When the phone is picked up, it will automatically dial 911 and the Police and Fire Department respond.
17. Proper swimming attire must be worn in the pool.
18. Children, not yet "toilet-trained" must wear specialty swim diapers and be under continual watch by the adult responsible for their care. Feces in the pool can cause e-coli poisoning and broken diapers can damage the pool filters and cause the pool to be closed by DHEC.
18. Everyone using the pool does so at his/her own risk.
19. *Profanity or the infringement on another member's right to enjoy the facility won't be tolerated. If you have a suggestion, complaint or issue, please call Property & Association Management. If an owner or guest is verbally abusive, obnoxious or harassing to someone else in the pool, they will be asked to leave the pool and cannot return for thirty (30) days.*
20. Any violation may result in expulsion, prohibiting further use of the facilities or closure.



Equal Opportunity Association

SWIMMING POOL GATE KEYS
(Effective March 1, 2016)

Reference: Rule 1 of Pool Rules

By accepting the key to the swimming pool gate, the owner agrees that they will ensure that the key will be used by their family and their guests only. The Association is reacting to owners' comments concerning unauthorized individuals taking advantage of the use of the pool, and determined that a keyed lock at the gate is a logical step. However, it is incumbent upon each owner to do their part in controlling access; thus, control of the key that is provided is important.

If a second key is desired, the owners must purchase it for currently \$25.00. The owners are completely responsible for the control and use of any key assigned to them.

If you rent your Unit and provide the key to a rental agent to provide it to the renters, you are not relieved of the responsibility of the control of the key so that it is used by your family or your guests; in this case, the renter. It is your responsibility to make the proper agreement with the rental agent.

If the key is lost or out of your control for any reason, you must notify the Association as soon as possible. You may purchase a replacement key for \$25.00 which is the cost replacement at this time.

The Association reserves the right to enforce Pool Rule #20, suspension of pool privileges for improper use of the key. In addition, if there are repeated violations, Article 13, Penalties, of the Association's By-Laws may be invoked.

The most important consideration in all of this is to limit the use of the Association's swimming pool to those that pay the expenses; that is, the owners and their guests. This can only be accomplished when everyone is involved in enforcing the Association's Rules and Regulations. Please help!

**PLEASE POST THIS AND THE FOLLOWING RULES INSIDE YOUR UNIT
IN PLAIN VIEW FOR TENANTS AND/OR GUESTS**

BAY TREE III HOMEOWNERS ASSOCIATION, INC
ARCHITECTURAL GUIDELINES
APPROVED NOVEMBER 9, 2018

REFERENCES:

1. Bay Tree III Homeowners Association Inc. Declaration of Covenants, Conditions and Restrictions, hereafter Declaration.
2. By-Laws of the Bay Tree III Homeowners Association, Inc.
3. Minutes of the Board of Directors Meetings.

The above references are the governing documents relating to the architectural standards of the Association. The following Guidelines provide a general summary of the contents of these References. Any clarification for any of the following Guidelines must be made by reviewing the appropriate provisions contained in the References.

GENERAL:

1. No owner shall do any work that would jeopardize the soundness or safety of the property, reduce the value or impair any easement.
2. No owner shall paint or otherwise decorate or change the appearance of any portion of the exterior of any building without approval of Bay Tree III Homeowners Association, Inc (hereafter, HOA).
3. No exterior additions or alterations shall be made without approval of the HOA.
4. No building, fence, wall or any structure shall be started, erected or maintained upon the property without approval of the HOA.

ARCHITECTURAL MODIFICATIONS:

If an owner desires a change to the existing architectural design, they must request approval, in writing, from the HOA. The request must include plans and specifications showing the nature, kind, shape, height, material and location of the change, as to the harmony of the exterior design in relation to the surrounding structures and topography. The Board of Directors (hereafter, BOD), or an Architectural Review Committee appointed by the BOD, may approve or disapprove the request. If the BOD doesn't respond within 30 days, approval is automatic. NOTE: The HOA office has a copy of the changes that have been approved.

EXTERIOR COLORS:

1. Wood Plank Siding: Scandinavian Sky, SW2268 or equivalent. *Trim*
 2. Stucco Panel Siding: Paris White, SW2088 or equivalent
 3. Front Door: Rustic Red, SW2719 or equivalent
 4. ~~Trim~~: Boathouse Blue, SW 2265 or equivalent. *Wood Siding*
 5. Front Storm Door: Boathouse Blue or White
 6. Rear Porch Door, Screens: Boathouse Blue
 7. Rear Porch Door, Enclosure: Bronze (match enclosure).
- The Office of the Property Manager has more details concerning the paint colors

PAINTING:

Painting of the units is the responsibility of the owners; however, the HOA has agreed to provide a service for the owner by collecting funds as part of the Monthly Maintenance Assessment. These funds will be included in the Reserve Accounts and maintained in a separate bank account, identified as Painting Reserves. The HOA, based on a specified time period, will schedule the painting of the units

and use the Painting Reserve to pay. Between the specified time established by the HOA, if spot painting is needed, it is the owner's responsibility. When it is time to paint, the HOA will notify the owner and have a contractor inspect the units to be painted for repairs needed to be completed prior to painting. The owner has the option of using the contractor's estimate provided or to make the repairs on their own. However, the repairs must be completed not later than the time the HOA established in order to properly maintain the painting schedule.

ROOFING REPAIRS:

The shingles used on roofs will be those approved by the HOA. Each owner is responsible for spot repairs to their roof. However, while roof maintenance is an owner's responsibility, if all shingles are to be replaced, the owner must submit an Architectural Change Request to the HOA. As numerous units share roofs, this is deemed necessary. Once a Request has been submitted, the HOA shall have roofing contractors inspect the roof on the entire building. If the contractor indicates that the repairs should include replacement of all shingles, the HOA will obtain estimates for the entire building, on a by-unit-basis, and select a contractor for the entire repair. Each owner must pay for the cost of repairs made to their Unit.

REAR PORCH ENCLOSURE:

1. By submitting an Architectural Change Request, a porch enclosure may be installed to replace the screens on the rear porch. The enclosure must meet the following requirements:
 - a. The enclosure should have bronze aluminum 4-track windows and frames, with a storm door.
 - b. The vertical 3x3 uprights must be of the standard color.
 - c. Windows may be safety glass. Plexiglass or vinyl, clear or either gray or bronze tint.
 - d. No exterior attachments may be added (for example, exterior lights, AC outlets or wiring, HV/AC Units, etc.).
 - e. The enclosure may extend 18 inches beyond the location of the original screens.
 - f. The mesh screen should be black.
2. In order to interpret the above requirements, it is suggested that the owner and contractor look at the porch enclosures already installed. The HOA makes no claims as to whether a Building Permit is required. NOTE: On a request to extend the porch enclosure by 18 inches, the County did advise that a Building Permit was required. This must be verified by the owner of the unit installing the enclosure.

**Bay Tree III HOA
Architectural Review Application**

Unit # _____ Date of Submitted: _____

Owner Name: _____

Address of Property: _____

Daytime Phone: _____

Email Address: _____

Estimated Start Date: _____ Estimated Completion: _____

Signature: _____

General Description of Proposed Change:

Provide a description of the proposed change, including the purpose or reason for the change, the type and color of materials to be used, location on the property, and any other pertinent information required to evaluate the proposed change.

Type if Architectural and/or Landscaping Improvement:

Description of Improvement: _____

Description of materials to be used: _____

Description of Colors to be used: _____

Additional Comments: _____

For Association Use Only

Date request received:

By: _____

Date forwarded to Board:

By: _____

Date returned by Board:

By: _____

Approved

Disapproved

Date owner informed of decision attached copy of correspondence) _____