

## **SUNSET HARBOUR, POA**

P. O. Box 395

Little River, SC 29566

P: (843) 399-6116

F: (843) 399-0972

Email: [pam@scpaminc.com](mailto:pam@scpaminc.com)

Dear Owners,

Attached is Sunset Harbour POA Owner's Handbook. Please note the property manager contact information listed in the handbook is not correct. This document was recorded in 2017. The Sunset Harbor POA Board of Directors are working to revise the handbook and once it has been finalized and recorded a new copy will be sent to each owner. Please use our contact information listed above for remitting any request.

If you have any questions, please contact our office.

Sincerely,



Pam Bane

Property & Association Management, Inc.

Enclosures

# Sunset Harbour

Property Owners Association

December 6, 2018

Legal Description: Sunset Harbour Property Owners Association  
1803 Waterway Drive, North Myrtle Beach, SC

Contact Information: Atalaya Property Management  
525 6<sup>th</sup> Avenue South  
North Myrtle Beach, SC 29582  
(843) 272-2695

I, Gail Dale certify that all documents contained here within are the approved rules.  
Print

regulations, and polices adopted and approved by the Board of Directors as of 1-2-2019  
Date

Gail Dale  
Signature

Gail Dale, President  
Print

**Welcome  
To  
Sunset Harbour  
Property Owners Association  
Updated 2017  
Owners Handbook**

**A Premier Community  
Located in  
North Myrtle Beach, SC**

All Documents May Be Found at

**[www.sunsetharbournmb.org](http://www.sunsetharbournmb.org)**

(Please go to the above website and register as an Owner to have access to  
Covenants, By-Laws, Minutes and Newsletters)

## **Sunset Harbour POA, Inc.**

### **A Premier Community**

The Board of Directors on behalf of the Association would like to Welcome all Members to the Sunset Harbour Property Owner's Association. The "Sunset Harbour Property Owner Association handbook is a brief all-in-one guide that acts as a resource to help answer questions for property owners. The handbook can be found on the website [www.sunsetharbour.org](http://www.sunsetharbour.org).

The Owner's Handbook may often be the first contact Members have with the **Restrictions and Rules** that govern the subdivision. The Board hopes Members will find this brief Owner's Handbook a helpful resource.

The "Owners Handbook" is a brief summary of what the Board does, what is expected of each Member and what every owner of a lot is subject to in the Declaration.

Any Member wanting to be well informed may refer to the **Exhibit B, By-law of Sunset Harbour Property Owners Association, Inc., the Declaration of Covenants and Restrictions recorded the 7th, day of May 1999, and the Amendment to the Declaration of Covenants and Restriction for Sunset Harbour recorded the 12th day of January 2007.**

The Board of Directors wishes to accomplish the following objectives for its benefits and for the benefits of Owners of property in the Subdivision by the imposition of the covenants and restrictions.

- To maintain the value and the residential character and integrity of the subdivision
- To maintain the quality and value of any Common Area Properties of the Subdivision
- To minimize or eliminate the possibility of any disruptions of the peace and tranquility of the subdivision
- To protect and prevent the cutting, abuse or unwarranted alteration of the trees, vegetation and lakes within or adjacent to the subdivision
- To prevent any property owner or any other person from building or carrying on any other activity in the subdivision that would detract from the subdivision or that are contrary to the Declaration
- To maintain property value in the subdivision
- To maintain, improve and landscape the Common Area Properties within the subdivision

The Board of Directors govern the subdivision. All members are to follow the Covenants and By Laws of Sunset Harbour Subdivision.

## Sunset Harbour Property Owners Association

- A. Board Members
- B. Management Company
- C. Purpose of the Annual Membership Meeting
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**A. Board Members:**

Position	Board Member	Phone	E-mail Address
President	Gail Dale	843-325-1234	gaildale20022002@yahoo.com
Vice President	Sherry Bober	843-222-7370	sbober2u@aol.com
Treasurer	Atalaya Management	Office # 843-272-2695 Office Fax # 843-272-2564	Lisa Watts
Secretary	R.W. Dale	828-403-1836	rwno11@yahoo.com
Member At Large	Tim Hewett	704-847-1308	t_hewettoo7@yahoo.com
Member At Large	Dan Lowry	910-308-3853	Danlowry6@aol.com

**B. Atalaya Management Information**

Property Management provides  
 Community Association Management to  
 Horry and Brunswick Counties.

Located at  
 525 6<sup>th</sup> Avenue South  
 North Myrtle Beach, SC 29582

Mailing address is  
 PO Box 769  
 North Myrtle Beach, SC 29597

Office Hours are Monday thru Friday 9:00am to 5:00pm

Closed for lunch from 12:00 pm to 1:00pm

Office # 843-272-2695  
 Office Fax # 843-272-2564

Managed by: Atalaya Property Management, Inc. PO BOX 769 North Myrtle Beach, SC 29597  
 Phone ~~(843)272-2695~~ Fax ~~(843)272-2564~~ Website [www.atalayamanagement.com](http://www.atalayamanagement.com)  
 Property Manager Lisa Watts

**C. Purpose of holding the Membership's Annual Meeting**

- To Conduct Orderly Annual Meetings in December:  
To hold the Memberships "Annual Meeting"  
Objective: To elect Directors for a two year term to serve on the Board of Sunset Harbour's Property Owners Association. Second meeting held immediately following the Annual Meeting is for the new Board of Directors to hold an Organizational meeting for electing new officers to govern the business of Sunset Harbour's POA for the year

**D. Owner(s) wanting to address the Board of Directors**

- Purpose: To provide an Owner(s) an orderly means to address the Sunset Harbour Board of Directors

"If a Lot Owner(s) desires to Appeal a decision, discuss a Concern and/or a register a Complaint in regards to the operations of the Sunset Harbour POA. The owner must complete the Request to Address the Board of Directors form in its entirety. The form must be returned to Atalaya Management prior to a regularly scheduled Board meeting.

The owner's request could be taken-up at a called Special Board Meeting or placed on the agenda of an upcoming Board meeting. "

The owner's request would be the first order of business on the upcoming Board's Meeting Agenda.

# Section I

## General Rules

### Sunset Harbour Property Owners Association

#### Membership of 175 Owners

#### Residential Single Family Homes and Lots

#### Located in

#### North Myrtle Beach, South Carolina.

### Collection Procedures

The following resolutions have been adopted by the Board of Directors of Sunset Harbour Property Owners Association (hereinafter the Association) pursuant to Code section 33-31-821, Code of Laws of South Carolina (1976) , as amended, at a meeting of the Board of Directors.

- (A) WHEREAS, the Association is charged with certain responsibilities regarding the care, maintenance, and operation of the common elements of Sunset Harbour Property Owners Association;
- (B) WHEREAS, in order to discharge its responsibilities of management the Board of Directors is charged with the responsibility to adopt a budget and assess each owner to pay the common expenses of the Association pursuant to each Owner's percentage of ownership interest as established in the Declaration;
- (C) WHEREAS, the Board of Directors is also required to pursue collection of assessments, Declarations and other charges from Owners who fail to pay their respective portion of common expenses of the Association, Declarations and other charges;
- (D) WHEREAS, THE Board of Directors of the Association desires to adopt a uniform and systematic procedure to collect the annual assessment, special assessment, charges and/or any other Declarations due to the Association;

**NOW, THEREFORE, BE IT RESOLVED the Board of Directors does hereby adopt the following procedures and policies for the Collection of the annual assessment, special assessments, Declarations and other charges of the Association.**



2. **Notification:** The Association, by and through its Board of Directors may, but is not required to, send notification of accounts in default. Non receipt of a notification does not relieve the Owner of the obligation to pay the amount due by the due date.
3. **Late Charges and fees for default accounts:** When in default, the delinquent account shall bear interest at a rate of 1.5% per month or eighteen (18%) per annum. An additional charge of twenty five dollars (\$25) per month will be assessed to defaulted accounts until paid in full. All late charges and fees are the personal obligation of the Owner.
4. **Return Check(s) Charges:** the Owner will be charged \$35.00 for all returned checks.
5. **Attorney Fees:** As an additional expense permitted under the Declaration, Articles and Bylaws, the Association shall be entitled to recover its reasonable attorney fees and collection costs incurred in the collection of assessments, charges and other fees due the Association from a delinquent Owner. The reasonable attorney fees incurred by the Association shall be due and payable when incurred, upon demand.
6. **Application for payments made to the Association:** Payments received from an Owner will be credited in the following order of priority:
  - a. The yearly assessment including any special assessment due, as applicable; payments shall be applied toward the oldest month (s) then owed.
  - b. All late charges or interest accrued, as applicable.
  - c. All other charges incurred by the Association as a result of any violation of the Declaration, Articles of Incorporation, Bylaws, Rules and Regulations, or Resolutions by an Owner, his/her family, employees, agents or licensees.
7. **Collection Letters:**
  - a. After any assessment or charges due to the Association go to default, the Association by and through its Board of Directors may, but is not required to, send a "late notice" to the Owner who is in default and may but is not required to, send a notice of "suspension of amenities" including but not limited to deactivation of proximity cards.
  - b. If payment in full is not received within 30 days of the due date, the Association by and through its Board of Directors may, but shall not be required to, send a "Notice of Intention to refer the owner's Account to the Association's Attorney."
8. **Use of Certified Mail/Regular Mail:** In the event the Association causes a collection or demand letter or notices to be sent to a delinquent Owner by regular mail, the Association, by and through its Board of Directors may also send, but shall not be required to, an additional copy of that letter or notice by certified mail.
9. **Liens:** The Association, by and through its Board of Directors may file a Notice of Lien against the property of any delinquent Owner in accordance with the terms and provisions of the Declaration, Articles of Incorporation,

1. **Due Dates:** The Annual Assessment as determined by the Board of Directors and as allowed in the Declaration, Articles of Incorporation, and Bylaws shall be due and payable in one annual payment. The Annual Assessment is due January 1<sup>st</sup>. Any Annual Assessment or portion of the annual assessment not paid in full by January 30<sup>th</sup>, and any special assessments, additional charges and/Declarations not paid within 30 days of the due date with or without notification shall be in default, the Association, through its Board of Directors may proceed to enforce and collect any Annual Assessment, any Special

and Bylaws. A copy of the recorded Notice of Lien shall be mailed to the Owner.

10. **Referral of Delinquent Accounts to an Attorney:** The Association, by and through its Board of Directors may, but shall not be required to, refer delinquent accounts to the Association's Attorney for collection. Upon referral to the Association's Attorney, the attorney will be granted the privilege to proceed using all appropriate action to collect the accounts referred.
11. **Referral of Delinquent Accounts to Collection Agencies:** The Association, by and through its Board of Directors may, but shall not be required to, refer delinquent accounts to one or more collection agencies for collection. Upon referral to the Collection Agency shall take all appropriate action to collect the accounts referred.

## Collections Procedures & Time Frame of Annual Assessments/Other Charges

Due Date	Date Payment is Due	January 1st
Late Charge Imposed	A Default interest rate of 1.5% per month or 18% annum will be charged to the Owner's Account. Plus an additional assessment charge of (\$25.00) fee per month for any and all nonpayment of accounts.	January 30th
Termination of Amenities Use of the following: <ul style="list-style-type: none"> <li>• Pool</li> <li>• Clubhouse</li> <li>• Vehicle Storage</li> <li>• Boat Dock</li> </ul>	Proximity Card Deactivated and termination of all Common Area privileges of Owner(s) until paid in full.  Owners accounts will be charged a Computer Technology fee of \$150 to deactivate and reactivate an Owner's proximity card.	January 30th
Late Notice Mailed to the delinquent Owner	Late fee, Interest, etc. will be added monthly to the owner's account.	January 30th
Letter of Intent to involve the Association's Attorney	Certified Letter 10 days to pay before account is turned over to Association's Attorney	60 days after due date
Account Referred to Association's Attorney	Legal Action	90 days after due date
Association's Attorney sends Owner a Demand Letter	For Payment	90 days after due date
Owner Fails to Respond to the nonpayment	Lien Filed	120 days after due date
Foreclosure Action	Authorized by Board	120 days after due date

12. **Waiver:** The Association, by and through its Board of Directors may grant a waiver of any provision herein upon petition in writing by an Owner showing personal hardship. Such relief granted an Owner shall be appropriately documented in the files with the name of the person or person representing the Association granting relief and the conditions of the relief. In addition, the Association, by and through its Board of Directors, is hereby authorized to extend the time for filing of lawsuits and liens, or to otherwise modify the procedures contained herein, as the Association, by and through its Board of Directors, shall determine appropriate under the circumstances.

### **Board's Resolutions Members in Arrears**

Any member of Sunset Harbour Property Owners Association failing to be current in any Annual Assessment, Special Assessment, Charges and/or Violations will be subject to Article III Section 4. Suspension of Rights.

Owner(s) will lose the right to vote in any Election or for any Resolution duly conducted by the Association unless granted permission by special resolution of the Board of Directors.

Owner(s) will lose the right to serve on any Board or Committee, and will not be allowed to participate in social events.

Owner(s) will lose the right of enjoyment of any of the common areas included but not limited to:

- Use of the Clubhouse and Attending Association Social Functions
- Use of the Pool and Hot Tub
- Association's Dock at the Gazebo and Dock at the Pool
- Vehicle Storage Owner(s) is/are to remove all Vehicle(s), immediately. Receive a Fine and Vehicles not moved may be towed at Owners expense.
- Use of boat launch area for launching any waterway craft vehicle

**Owners accounts will be charged a Computer Technology fee of \$150 to deactivate and reactivate their proximity card. Members not in good standing LOOSE THE RIGHT TO:**

After notice, the Association may turn the issue over to an attorney to begin litigation to cure the default. Specific options used by an attorney may include: obtaining a personal monetary judgment, placing a Lien on the member's property, receiving of rental income receivership, implementing foreclosure and employing a collection agency.

All the above Sanctions will remain in effect until the member's account is paid in full and in 100% compliance of payment of all assessments, Declarations, costs, fees, penalties, charges and etc.

Adopted by the Board of Directors: February 18, 2012

**Board's Resolution for Violations  
Declaration, By-Laws, and Rules and Regulations  
Fine Policy (Adopted April 9, 2011)**

WHEREAS, the Board of Directors is charged with the responsibility for enforcing the Declaration, By-Laws, Rules and Regulations duly adopted; and

NOW THEREFORE, be it resolved that the Board of Directors has elected to authorize its Managing Agent to carry out the following policy with respect to all Declaration, By-Law and rules and regulations enforcement, reserving the right to modify or intervene in certain cases, as the Board may see fit.

1. Members violating the community's governing documents will be served written notice describing the nature of the violation and fine to be imposed.
2. If the violation is cured within a 5-day period, imposition of the sanctions is to be suspended.
3. If a written appeal is received from the member in violation within a 5-day period, the Board of Directors shall be notified to review the facts and probable grounds for any possible reconsideration.
4. If no cure or appeal is received within a 5-day period, the Member will be served written notice that a \$75.00 Declaration has been imposed. If the member fails to cure the violation after 5 additional days, the member will be served written notice that a \$100.00 Declaration has been imposed. If the Member fails to cure the violation after 5 additional days, the Member will be served written notice that a \$100.00 per week Declaration has been imposed until the violation has been cured. All Declarations will be charged to the Member's account.
5. For recurring violations (those of a non-continuous nature), member will be served written notice describing the nature of the violation and the fine Declaration to be imposed for failure to cure the violation. Upon a second notice of the violation within a year's time, the member will be served written notice that a \$75.00 Declaration has been imposed. Upon a third and all subsequent violations within a year's time, the member will be served notice that a \$100.00 Declaration has been imposed. All Declarations will be charged to the Member's account.
6. After two (2) written notices have not gained compliance, the 2 Declarations specifically addressed in the Covenants or By-Laws.

## Architectural Review Board Policy

The Architectural Review Board guidelines and rules are strictly enforced. New construction, remodeling construction, changes to landscape and changes to existing construction requires an ARB approval. Members must follow all guidelines or a fine(s) of \$250 will be imposed per infraction. Please refer to your Covenants, By-Laws, Sunset Harbour Handbook and/or call Atalaya Management for guidance.

Please read the rules and regulations for Sunset Harbour Association.

There is "No Warning" for Architectural Review (ARB) violations, it is a Fine.

Adopted: January 17, 2013

## Clubhouse Rules & Regulations for Members

Members in good standing have Open Access of the Clubhouse Amenity Center. Members are issued a proximity card to controlled access to the doors of the Clubhouse and the two gates at the Pool area. If an Owner loses his/her proximity card, a replacement proximity card cost \$50 and may be purchased at Atalaya Management.

Members are not to loan out their proximity key.

Sunset Harbour's Social Committee announces community social events by sending an announcement to Owners by e-mail. Owners are encouraged to keep their e-mail address and phone numbers up to date at Atalaya Management Office.

Rules and Regulations to be followed when entering or leaving the clubhouse, it is the Member's responsibility to do the following:

- When the Association is not using the clubhouse for an event, Owners may use and/or rent the facility except for holidays. The clubhouse and pool area are Smoke Free areas.
- A Member may have six (6) guests at the clubhouse without paying a rental fee. Any member having more than 6 guests are required to rent the clubhouse.
- Clubhouse reservation form are available at the management office and on the website at [www.sunsetharbournmb.org](http://www.sunsetharbournmb.org)
- The Clubhouse is not available for private rental during the following holidays:
  - Memorial Day Weekend    Week of July 4<sup>th</sup>                      New Year's Eve
  - Labor Day Weekend              Week of Thanksgiving    Week of Christmas

### Clubhouse Rental Fees

1. Clubhouse rentals are on a first come basis. The rental cost is \$450. The Clubhouse will not be reserved until the completed reservation form and non refundable rental fee of \$100.00 is received. Please return the completed rental form and rental fee to the Atalaya Management Company (525 6th Ave. North, NMB, SC, 29582. (843-272-2695)
2. Part of the rental fee is refundable. The Board President will check the Clubhouse after the event. If the facilities is left clean and undamaged then the owner will be refunded \$350.00 of their rental fee.
3. The right to refuse any reservation is reserved to Sunset Harbour Board of Directors and/or the Management Company.
4. Clubhouse is rented by Property Owners, only. The clubhouse is not rented to the general public.

### RENTAL OF THE ASSOCIATION'S CLUBHOUSE

Cleaning-up the Clubhouse must be completed by 12:00am the next day.

- After a rental: Renter is to clean-up the entire kitchen area, clean both bathrooms, vacuum all floors, wipe down the counter tops and wipe down the table and if the porches chair are moved replace to original place
- Please empty all trash cans in all areas such as the kitchen, the large gathering room and both restrooms.
- If any owner prefers to hire a cleaning company to clean-up after their event, the Board recommends our cleaning vendor, Kim Lloyd. Kim's work number is (336-402-4910)
- Any afterhours issues call the Board President.
- The renting member agrees to comply with South Carolina State Alcohol Beverage Control Laws (ABC).
- The renting member agrees to be responsible for full replacement and restoration of any damaged items, missing items, or damage to the Sunset Harbour property.
- The renting member takes full responsibility for turning off the lights and television, turning down the air/heat, and securing the Clubhouse.
- The clubhouse will be inspected after the event by the Sunset Harbour Board President.
- If the Clubhouse is not cleaned, there will be a cleaning fee of \$150 which will be deducted from the Security Deposit.
- Renting member may provide their own grill and propane tank.
- The grill may be set-up on the concrete area outside the pool gate. Clean up the concrete area of any grease.
- Cleaning materials are located under the kitchen sink. The vacuum is in the hall closet.
- The Owner renting the clubhouse must be present during the entire function/event and are responsible for their guests at all times.
- The Owner renting the clubhouse and their guest agrees to indemnify Sunset Harbour POA and the Management Company for any damages incurred as a result of any private function held at Sunset Harbour Clubhouse/Community.



**Sunset Harbour Clubhouse Reservation and Inspection Form**  
**Only Property Owner May Rent The Clubhouse**  
**Is Not a Public Rental Facility**  
**Clubhouse Rental capacity 61**

Lot #: \_\_\_\_\_ Date: \_\_\_\_\_

Name of Property Owner: \_\_\_\_\_  
Please Print Clearly

Property Owner's Mailing Address: \_\_\_\_\_

Property Owners Email Address: \_\_\_\_\_

Day Time Phone: ( ) \_\_\_\_\_ - \_\_\_\_\_ Cell Phone #: ( ) \_\_\_\_\_ - \_\_\_\_\_

Type of Function: \_\_\_\_\_ **Security Cameras record event.**

Date of Rental Function: \_\_\_\_/\_\_\_\_/\_\_\_\_  
(Month) (Day) (Year)

Rental for Owner, Property Owner's Signature: \_\_\_\_\_

**To Be Completed By Sunset Harbour Management/Board Representative**

Verification of Account: \_\_\_\_\_  
Signature of HOA/Mgt Representative verifying account status

Rental Fee Received: \_\_\_\_/\_\_\_\_/\_\_\_\_ Deposit Fee Received: \_\_\_\_/\_\_\_\_/\_\_\_\_  
Month Day Year Month Day Year

-----  
Date of Board Member's Initial Inspection: \_\_\_\_/\_\_\_\_/\_\_\_\_ Time: \_\_\_\_\_  
Month Day Year

Board Member Conducting Initial Inspection: \_\_\_\_\_

Board Member Completing Final Inspection: \_\_\_\_\_

Date of Board Member's Final Inspection: \_\_\_\_/\_\_\_\_/\_\_\_\_ Time: \_\_\_\_\_  
Month Day Year

Damages (please list details): \_\_\_\_\_

## Sunset Harbour Property Owners Association

### WI FI Rules

#### Wi-Fi Terms and Conditions of Acceptable Use

Please read the following information carefully to access Sunset Harbour Wi-Fi service with a password. You may not use the service without accepting these Terms and Conditions. Wi-Fi is available in the Sunset Harbour Clubhouse and pool areas only.

Welcome to the wireless Internet access system ("Wi-Fi System") at Sunset Harbour. These "Terms and Conditions of Use", govern your rights and responsibilities and our rights and responsibilities relating to the use of the Wi-Fi System from the Sunset Harbour Property Owners Association.

#### Acceptance of Terms and Conditions of Use

BY CLICKING ON "Log on" and filling in the required password ON THE WI-FI SYSTEM SIGN-UP PAGE, YOU REPRESENT that:

- **YOU HAVE READ, UNDERSTAND AND AGREE TO THE TERMS OF THIS AGREEMENT AND**
- **YOU ARE AT LEAST 18 YEARS OF AGE**

If you do not agree to the terms of this Agreement, you may not use the Wi-Fi System.

Description of Wi-Fi System/Service Availability Sunset Harbour Property Owners Association will provide access to the Wi-Fi System at locations ("Enabled Locations") that have been equipped with wireless access points. Enabled Locations may not be available in all areas of the Sunset Harbour, and may not always be operational. The Wi-Fi system at Sunset Harbour is provided "free through your association dues" as a value added service to members in good standing and the members' guest.

Access to Internet: Sunset Harbour Property Owners Association does not screen or restrict access to any content placed on or accessible through the Internet. Sunset Harbour Property Owners Association also does not screen or restrict communications between parties via the Internet. You acknowledge that if you access the Internet you may receive or be exposed to content, goods or services which you consider to be improper, inaccurate, misleading, defamatory, obscene or otherwise offensive. You agree that Sunset Harbour is not liable for any action or inaction with respect to any such content on the Internet accessible through the Wi-Fi System.

Your Responsibilities: You must (1) provide all equipment (including computer hardware and software, personal digital assistants, wireless network cards, etc.) to connect to the Wi-Fi System, (2) comply with local, state, federal and international laws and regulations, including but not limited to copyright and intellectual property rights laws. You agree to be responsible for and to bear all risk and consequences for (1) the accuracy, completeness, reliability and/or usefulness of any content available through the Wi-Fi System and (2) all communications that you send or receive via the Wi-Fi System. Sunset Harbour does not undertake the security of any data you send through the Wi-Fi System and it is your responsibility to secure such data.

Acceptable Use Policy: All users of the Wi-Fi System must comply with this Acceptable Use Policy (AUP). This AUP is intended to prevent unacceptable uses of the internet. Sunset Harbour Property Owners Association does not actively monitor the use of the Wi-Fi System under normal circumstances. Similarly we do not exercise editorial control or review the content of any Web site, electronic mail transmission, newsgroup or other material created or accessible over or through the Wi-Fi System. However, we may remove, block, filter or restrict by any other means any materials that, in our sole discretion, may be illegal, may subject Sunset Harbour Property Owners Association to liability or may violate this AUP. Sunset Harbour may cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrong. Violation of this AUP may result in the Declaration or termination of your access to the Wi-Fi System.

**The following constitute examples of violations of this AUP**

You agree to **not** use the Wi-Fi System to:

- (1) Transmit any material (by uploading, posting, email or otherwise) that is unlawful, threatening, abusive, harassing, tortious, defamatory, obscene, libelous, invasive of another's privacy, hateful or racially, ethnically or otherwise objectionable;
- (2) Harm, or attempt to harm, minors in any way;
- (3) Impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity; forge headers or otherwise manipulate identifiers in order to disguise the origin of any material transmitted through the Wi-Fi System;
- (4) Transmit any material (by uploading, posting, email or otherwise) that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under non-disclosure agreements);

(5) Transmit any material (by uploading, posting, email or otherwise) that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;

(6) Transmit (by uploading, posting, email or otherwise) any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes" or any other form of solicitation;

(7) Transmit any material (by uploading, posting, email or otherwise) that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;

(8) Interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service;

(9) Intentionally or unintentionally violate any applicable local, state, national or international law, or any regulations having the force of law;

(10) "Stalk" or otherwise harass another; or collect or store, or attempt to collect or store, personal data about third parties without their knowledge or consent;

You understand and agree that Sunset Harbour Board of Directors may disclose your communications and activities using the Wi-Fi System in response to lawful requests by governmental authorities, including Patriot Act requests, and judicial orders.

**Owners utilizing the Sunset Harbour WiFi MUST ACCEPT THE TERMS IN THE USE POLICY TO RECEIVE A PASSWORD TO ACCESS THE NETWORK. Contact Atalaya Management for the password to access free Internet.**

## Pool Rules

- No running, boisterous or rough play
- No person under the influence of drugs or alcohol may use the pool and/or Hot Tub
- No Infants and Toddlers swimming without wearing waterproof diapers
- Infants and Toddlers must be supervised in the pool
- No spitting or nose blowing in the pool and/or Hot Tub
- No Person(s) with diarrhea; nausea; skin, eye, ear or respiratory infections; open lesion or wounds should enter the pool/hot tub
- No animals or pets allowed in the pool or pool area (unless it is a service animal)
- No glass items are allowed in the pool or on the deck
- No children in the pool/Hot Tub without adult supervision
- Emergency phone is located on the wall by the pool gate
- Owner of Record is allowed 6 guests per lot
- Members are to use their issued proximity card to gain access to the pool. Do not loan your proximity card.
- No propping open of the security gates which causing a breach in the Association's security system
- **The pool area is monitored by security cameras**
- Report any pool concerns to Atalaya Management on weekdays
- Report any weekend pool concerns to any Board Member. Board members phone numbers are in the Handbook

### Tenant Annual Lease Form

#### Lease form is to be on file at the Management Office

Lot #: \_\_\_\_\_

Property Owners Name: \_\_\_\_\_

Property Owner's Current Home Address: \_\_\_\_\_

Property Owner's Home Phone#: \_\_\_\_\_ Cell #: \_\_\_\_\_

Property Owner's Email Address \_\_\_\_\_

- Tenant(s) Names: \_\_\_\_\_
- Tenant's Home #: \_\_\_\_\_ Cell #: \_\_\_\_\_

Tenant's Email Address: \_\_\_\_\_

- Annual Rental Dates: Start: \_\_\_\_\_ End: \_\_\_\_\_  
**Month/Day/Year Month/Day/Year**

Property Owner is to provide the Tenant(s) with a copy of the Rules and Regulations. The Sunset Harbour Handbook is a good source for rules.

- Proximity Card provided to Tenant Yes\_\_\_ No\_\_\_
- Only Members may use the vehicle storage area.
- Copy of Rules, Covenants and Restrictions and By-Laws and did you review them with the tenant? Yes\_\_\_ No\_\_\_
- Owners are reminded that it is their responsibility to make Tenants aware of POA Rules and Regulations. The Owner of Record is ultimately responsible for their tenants.
- Tenant Violations will be mailed to the attention of the property owners for their immediate attention.
- All charges, fees and/or Declarations will be imposed on the Property Owner if a Tenant is in noncompliance of the Association's Rules and Regulations.
- A Tenant's violation(s) is the responsibility the Property Owner

Please complete this form and return it to the Management Company.

\_\_\_\_\_  
Signature of Property Owner

\_\_\_\_\_  
Date

## Golf Cart Regulations

### Regulation is in accordance with North Myrtle Beach Code Section 56-3-115

Amendments to the South Carolina golf cart law went into effect on October 1, 2011. A person operating a permitted golf cart must be at least 16 years of age and hold a valid driver's license. The operator of a permitted golf cart being operated on a highway or street must have in their possession: The registration certificate issued by the Department of Motor Vehicles, proof of financial responsibility for the golf cart, and their driver's License. A golf cart permit must be replaced with a new permit every five years, or at the time the permit holder changes their address. Golf cart owners holding golf cart permits on or before October 1, 2011, will have until September 30, 2015 to obtain a replacement permit. During daylight hours only:

- A permitted golf cart may be operated within four miles of the address on the registration certificate and only on a secondary highway or street for which the posted speed limit is 35 mph or less.
- A permitted golf cart may be operated within four miles of a point of ingress and egress to a gated community, and only on a secondary highway or street for which the posted speed limit is 35 mph or less.
- Within four miles of the registration holder's address, and while traveling along a secondary highway or street for which the posted speed limit is 35 mph or less, a permitted golf cart may cross a highway or street at an intersection where the highway has a posted speed limit of more than 35 mph.
- A permitted golf cart may be operated along a secondary highway or street for which the posted speed limit is 35 mph or less on an island not accessible by a bridge designed for use by automobiles.

A political subdivision may, on designated streets or roads within its jurisdiction, reduce the area in which a permitted golf cart may operate from four to no less than two miles. However, a political subdivision may not reduce or otherwise amend the other restrictions placed on the operation of a permitted golf cart as contained in the state law. The law does not apply to a golf cart used by a public safety agency in connection with the performance of its duties. Please be aware that this law does not apply to "low speed vehicles." They are regulated by a separate state law. For a complete copy of the state law regulating golf carts, please visit [www.NMB.us](http://www.NMB.us). Once on the homepage, see the "New & Noteworthy" category and under it the "New City Laws" subcategory. For your convenience, it is located on a pdf file of the amended state law.

## Required Property Maintenance Regulations

It is the responsibility of each owner and tenant to prevent the accumulation of litter, trash, rubbish or the development of any unclean, unsightly or unkempt condition of buildings or grounds on his/her property. This applies before, during and after construction. Property owners shall not permit excessive plant growth which shall tend to substantially decrease the beauty of the community as a whole, or the specific area. All fallen trees shall be removed from the property. The Board of Directors has the right to take necessary action, including notification of the applicable governmental agencies, to clean up the property with the owner being liable for the cost thereof, including costs and reasonable attorney's fees. Tree removal requires the Sunset Harbour Property Owners Architectural Review Board's approval.

It is the responsibility of all Sunset Harbour Property Owners and the Property Owner's renter(s) to abide with, the care and maintenance of lots, debris and litter as defined by the North Myrtle Beach, SC, Code of Ordinances located in Chapter 12, Health and Sanitation, Article II.

## Sunset Harbour Property Owners Association Proximity Cards/Security System

**A. Security** The new security system for the Clubhouse Amenity Center and Pool Area has been activated. Security cameras have been installed along with magnetic locking gates, magnetic doors and additional fencing to block off open access to the dock.

**B. WI-FI use at the Clubhouse & Pool** If you are interested in using the Wi-Fi, you will need to contact Atalaya Management.

**C. Purchase of Additional Proximity Cards** If you would like to purchase additional proximity cards for a \$50 annual charge, please contact the Management Company to pay the \$50 non-pro-rated annual fee.

**D. Replacement of Cards and Key Fobs** If your assigned proximity card needs to be replaced, there will be a \$50 charge. A replacement key fob for the Vehicle Storage Lot and Boat Ramp is \$50.00.

**E. Problem with your proximity card and/or key fob please call the management company.**

**If your account has any unpaid assessment, late fees, fines etc... your proximity card and/or key fob will be charged a \$150 deactivated and activation fee. All card(s) will remain deactivated until your account is paid in full.**



## Use Restrictions, Article VII - Declaration of the Covenants

### Land Use & Building Type: (Section 1)

No Lot shall be used except for private single-family residential purposes; provided, however, that nothing herein shall prevent Declarant from using any Lot, or dwelling for a model, sales office or construction office nor to prevent any Owner from conducting ordinary sales efforts to sell his house or lot.

### Signs: (Section 2)

**Amended April 12, 2002:** Section 2 of the Declaration is amended by adding to the end of such section the following: The Declarant, or the Architectural Review Board once it is established, may issue such rules, regulations, and guidelines for the construction and appearance of signs as it deems appropriate. All signs within the Property shall comply with such rules, regulations and guidelines; unless some other design is approved in writing by the Declarant, ARB.

- **Board Policy Security/Protection Signs:** Only one security sign from a properly licensed security alarm monitoring company licensed in South Carolina may be displayed next to a home located in Sunset Harbour. The license must be available for inspection upon request of the Sunset Harbour Board of Directors. The sign shall be no larger than 12 x 12 inches.

### Dwelling Specifications: (Section 3)

No dwelling shall be erected on any Lot unless its plans and specifications have been approved by Declarant and unless it contains no less than:

- Lots fronting waterway – 2,500 total square feet of Heated Living Space, with a minimum of 1,600 on the 1<sup>st</sup> habitable floor;
- Lots across the street from waterway – 2,200 total square feet of Heated Living Space, with a minimum of 1,400 on the 1<sup>st</sup> habitable floor; all other lots – 1,500 square feet of Heated Living Space, with a minimum of 1,000 on the 1<sup>st</sup> habitable floor.

### Nuisance: (Section 4)

No noxious or offensive activity shall be carried on upon any Lot or Common Properties, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood, with the exception of the business of the Declarant and the transferees of the Declarant in developing all of the Lots.

### Animals: (Section 5)

Amended April 12, 2002: Animals is amended by deleting said section in its entirety and substituting in its place the following: No animals, livestock, or poultry of any kind shall be kept or maintained on any Lot or in any dwelling, except that no more than three (3) household pets being normal pet breeds of domesticated dogs, cats and birds, may be kept or maintained, provided that they are not kept for commercial purposes and provided further, that they shall not constitute a nuisance or cause any unsanitary conditions. Dogs and cats shall be permitted in the Common Properties, subject to the rules and regulations of the Association, only if control of such pets is maintained by leases

### Re-subdivision: (Section 6)

No lot shall be subdivided or reduced in size nor any lot lines altered without the prior written consent of the Declarant, its successors and assigns. In the event any

Owner combines two (2) or more adjoining Lots to create one Lot for the construction of a single residence thereon, from that date forward the resulting lot may not be subdivided or its boundaries changed without the written consent of the Declarant or the Board, provided, however, no such combination shall be allowed without the express written consent of Declarant and/or the ARB. No residence or building, including porches and projections of any kind, shall be erected so as to extend beyond, over or across the setback lines shown on the recorded plat of the Subdivision which includes that particular lot.

**Temporary Structures: (Section 7)**

No structure of a temporary nature shall be erected on or allowed to remain on any Lot without written permission for the same by the Declarant, the ARB or the Board.

**Vehicle Storage: (Section 8)**

Amended January 12, 2007: Vehicle Storage is hereby deleted in its entirety and replaced with the following: No inoperative or unlicensed vehicle or vehicle in a state of noticeable disrepair shall be kept or stored upon any Lot or Common Property nor may any repair work be done to any motor vehicle, boat or trailer except for very minor repair work requiring less than one day's work. Watercraft, watercraft trailers and RV's may only be stored, subject to applicable rules, on the storage lot owned by the Property Owners Association. Each member shall be allowed to store a maximum of two items, and only Members are allowed to store items in the storage lot.

**Water & Sewer Systems: (Section 9)**

No individual water or sewer system shall be installed on any Lot and each Lot must be connected to a public water and/or sewer system if it is available to the Lot. Nothing herein shall be construed so as to prevent the construction and operation of a "shallow well" for lawn irrigation purposes.

**Outside Antennas: (Section 10)**

Amended January 12, 2007: Outside Antennas is hereby deleted in its entirety and replaced with the following: No Outside radio antenna or television antenna shall be erected on the Lots or structures unless and until approved by the Declarant in writing. Declarant may withhold such approval for any reason, including, but not limited to, purely aesthetic reasons.

**Clothes Drying: (Section 11)**

No drying or airing of any clothing or bedding shall be permitted outdoors on the Lots or houses of over the deck railings of any dwelling.

**Completion of Construction: (Section 12)**

The exterior of all houses and other structures must be completed within nine (9) months after the construction of the same shall have commenced, except where such completion is impossible or would result in great hardship to the Owner or builder due to strikes, fires, and national emergency or natural calamities. House or other structures may not be temporarily or permanently occupied until the exteriors thereof have been completed and the applicable governmental authority has permitted such occupancy. During the continuance of construction, the Owner shall require the contractor to maintain the Lot in a reasonably clean and uncluttered condition. Upon completion of construction, the Owner shall cause the contractor to immediately remove all equipment and tools and shall require that all construction and landscaping be completed within ninety (90) days of occupancy or substantial completion, whichever date shall first occur. Nothing contained herein shall preclude a builder of speculative homes from leaving floors, countertops and wall coverings

unfinished until sold. Failure to comply with the provisions of this Section shall result in the Owner paying a fee to the Declarant of \$100.00 per day for each day of violation.

**Prohibited Work: (Section 13)**

No Owner shall do any work which would jeopardize the soundness and safety of the Property, reduce the value thereof or impair any easement or hereditament without, in every such case, unanimous written consent of all other Property Owners affected being first obtained.

**Rebuilding Requirement: (Section 14)**

Any Dwelling or other structure of any Lot which may be destroyed in whole or in part by fire, windstorm or by any other cause or act of God must be rebuilt or all debris removed and the Lot restored to a natural condition with reasonable promptness, provided, however, that in no event shall such debris remain longer than three (3) months. Rebuilding shall begin within four (4) months of the loss and be completed within nine (9) months of commencement.

**Repairing Requirement: (Section 15)**

Each Owner shall, at his sole cost and expense, repair his residence, keeping the same in a good condition comparable to the condition of such residence at the time of its initial construction, excepting only normal wear and tear.

**Elevation and Drainage Changes: (Section 16)**

No changes in the elevation, topography or drainage characteristics of any Lot within the Subdivision shall be made without the prior written approval of the Declarant or the Association Board of Directors nor shall any fill be used to extend any Property beyond any water line of any waterfront lot.

**Oil and Mining Operations: (Section 17)**

No oil drilling, oil development operations, mining operations of any kind, including exploration, shall be permitted upon any Lot nor shall oil wells, tanks, tunnels, mineral excavations or the construction of mining shafts be permitted upon any Lot. No derrick or other structure designed for use in boring for oil or natural shall be erected, maintained or permitted upon any Lot.

**Lighting: (Section 18)**

No mercury vapor or similar lights which are situated upon poles similar to street lights shall be permitted on any Lot without the prior written consent of the Declarant, the ARB or the Board which may decline such consent in its sole discretion and may, but shall not be obligated to, consider the feeling of adjoining Lot owners.

**Tree Removal: (Section 19)**

No trees or bushes of any kind having a diameter of four (4) inches or more (measured at a point two (2) feet above the ground level) shall be removed from any Lot without the express written authorization of the Declarant, the ARB or the Board of Directors. Declarant shall further have the authority to require any Owner removing a tree is in violation of this provision to replace same at such Owner's cost.

**Garbage Disposal: (Section 20)**

Each Owner shall provide garbage receptacles or similar facilities in accordance with reasonable standards established by the City of North Myrtle Beach or County of Horry and/or the Association, which shall be visible from the streets on garbage pick-up days only. No garbage or trash incinerator shall be permitted upon the premises.

No burning, burying or other disposal of garbage or trash on any Lot or within the Subdivision shall be permitted.

**Certain Vehicles Prohibited from Lots: (Section 21)**

No tractor trailers or mobile homes, motorcycles, campers or other habitable motor vehicles of any kind, whether self-propelled or not, school buses, large commercial vehicles, boat trailers, or boats shall be kept, stored or parked overnight on any Lot, Common Properties or street within the Subdivision, except that the storage of motorcycles, boat trailers and boats is permitted if inside a closed garage or if adequately screened from view. Screening must be approved by the Architectural Review Board.

**\*\*\*Golf carts are permitted on driveways\*\*\***

**Discharge of Firearms: (Section 22)**

Amended January 12, 2007: Discharge of firearms is hereby deleted in its entirety and replaced with the following: No one shall discharge any firearms or fireworks within the Subdivision.

**Discharge of Hazardous Materials: (Section 23)**

No one shall release, discharge, dispose of or allow the discharge of hazardous materials to escape onto Lots, Common Areas, lake(s), pond(s), or other nearby wetlands any oils, petroleum products, alcohol, paints or other hazardous substances.

**Altering Lakes and Wetlands Prohibited: (Section 24)**

No Owner of a Lot adjoining any lake(s), pond(s), waterway or other wetland on the Property shall dredge or otherwise alter the wetlands without Declarant written permission and approval from all required governmental and regulatory agencies.

**Mailboxes: (Section 25)**

Amended January 12, 2007: Mailboxes is hereby deleted in its entirety and replaced with the following: All mailboxes or other receptacles for receiving newspapers, mail and other communications shall be uniform throughout the Subdivision. Mail boxes are black on a white post with black numbers and have a copper top.

**Fences: (Section 26)**

Amended January 12, 2007: Fences is hereby deleted in its entirety and replaced with the following: Other than in Courtyard or patio home sections, no fence shall be built that is not solid for more than three (3') feet above normal grade, nor shall any fence be taller than six (6') feet. All fences shall allow at least fifty (50%) percent visibility for the portion of the fence more than three (3') feet from grade. No Chain Link or Wood fencing shall be allowed in the subdivision except at the Vehicle Storage Lot.

**Garage Doors: (Section 27)**

All Owners of houses with garages facing a street shall make all efforts to keep the garage doors closed.

**Parking and Garages: (Section 28)**

No Owner shall park, or allow to be parked, autos or other vehicles on the yards or other non-driveway portions of a Lot. Autos and other vehicles shall not be parked

on the streets except when temporary visitors require such parking. Each house shall have an enclosed garage with garage doors which are able to be opened for parking vehicles. Each house shall provide a paved concrete driveway and concrete off-street parking for at least two (2) automobiles.

**During The Construction of Each Dwelling: (Section 29)**

During the construction of each dwelling house on the Property, the Owner shall construct, at its sole expense, a sidewalk along the front of the Lot, said sidewalk to meet the following criteria:

- The sidewalk shall run the entire width of the lot from lot line to lot line, with appropriate transitional breaks for driveways or other paved sidewalks;
- The sidewalk shall be a uniform width of four (4) feet with a uniform depth of four (4) inches on top of a compacted earthen base or sub-grade;
- The sidewalk shall be constructed of 3,000 psi concrete with appropriate expansion joints or other similar features as approved by Declarant or the ARB.
- The sidewalks shall be constructed within the street right-of-way in a location approved by Declarant or the Architectural Review Board.

**Special Hazards: (Section 30)**

Each Owner accepts and assumes all the risks and hazards of ownership or occupancy attendant to the ownership of such Lot, including, but not limited to, its proximity to any Common Properties or bodies of water. Specifically, the Declarant does hereby disclaim any and all liability for any property damage or personal injury resulting from erosion along the bank of any lake or body of water, and all ditches, streams, waterways, lakes, lagoons or other bodies of water located in the Subdivision or adjacent to the Subdivision.

**Additional Restrictions on Lakes and Drainage: (Section 31)**

- All boating and swimming activities in lakes and lagoons on the Property shall be prohibited without the consent of the Board of Directors of the Association.
- No Owner other than Declarant, may pump water from, add water to, drain or in any other way interfere with the water in the lake(s) and drainage areas on the Property. All Owners of lots adjacent to the lake(s) shall properly maintain the lakefront on his lot including, but not limited to, keeping underbrush, grass and other plants cut and neat. No such Owner shall dig or dredge to enlarge the lake, or fill to reduce the size of the lake. In the event any such Owner fails to comply with this paragraph the Association may enter upon his Lot and perform the Owner's duties, and the Owner shall be responsible to the Association for all costs associated therewith.
- No docks or other similar structures may be built on, above or adjacent to the Lake without the express written consent of the Declarant, its Assignee, the ARB, or Board, which may refuse such permission for any reason.
- The owners of lots which include part or all of the lake dams, if any, shall be responsible for keeping the dam areas clean cut and properly landscaped. Any structural repairs needed to the dam shall be at the expense of, and shall be made by, the Association.
- All purchasers of lots adjoining lakes, any drainage features or the Intracoastal Waterway assume all hazards and risks normally associated with water and water action including, but not limited to, the hazards of children, animals and property.

**Reservation of Easements: (Section 32)**

In addition to those easements granted in this Declaration of Covenants and Restrictions, as well as those easements shown on the Plat, and not as any limitation thereof, a perpetual, alienable and transferable right and utility and drainage easement on each Lot is hereby reserved by the Declarant for itself and its agents, devisees, successors and assigns, along, over, under and upon the Lots and Common Properties subject to this Declaration; provided, however, that: (1) no utility easement shall run across any portion of the Lots or other property which is covered by an existing building or structure or across any areas for which written approvals to construct a building thereon have been obtained; (b) such easements or installation of utilities therein or thereon shall be maintained in as attractive manner as is reasonably feasible; (c) the Declarant, without obligation, reserves the right to transfer any such utilities and easements, in whole or in part, which it may own to the Association, at which time the Association shall be responsible for and have the obligation to operate and maintain such utility easements; and (d) the Declarant, without obligation, reserves the right to transfer such utilities and utility easements, and easements of access to such utilities and utility easements, in whole or in part, to another entity, whether public or private, which shall undertake to provide such utility service. The purpose of these easements shall be to provide, install, maintain, construct and operate drainage facilities, now or in the future and utility service lines, including, but not limited to, water, sewer power, cable television and telephone service to or from each Lot or other Property. Such easements may be granted or accepted by the Declarant, its successors and assigns, or by the Board of Directors of the Association after such easements inure to the benefit of the Association provided herein. Within these easements, no structures, planting or other materials shall be placed or permitted to remain which may damage or interfere with installation or maintenance of utilities or which may change the direction or flow of drainage channels in such easements. For the purpose of this Section, the Declarant reserves the right to modify or extinguish the easements herein reserved. The easements herein reserved shall be for the use of the Declarant, utility companies and public agencies used in connection with development of the Subdivision. In addition, the Property shall be subject to a non-exclusive easement in favor of Declarant for construction of improvements on the Lots, before their conveyance to a purchaser, and Common Properties including any added by annexation, for storage of equipment and/or materials, for ingress and egress and for exhibition, lease and sale of such improvements. There is further reserved for the benefit of the Declarant, the Association and their respective successors and assigns, the alienable, transferrable and perpetual right and easement, as well as the power to grant and accept easements to and from any public or private authority, agency, public service district, public or private utility or other person upon, over, under and across (a) all of the Common Properties and (b) an area across every Lot which is not covered by an existing building or over any area which would not prohibit the future develop ability of such lot. Such easements may be granted or accepted by the Declarant, its successors and assigns, or by the Directors of the Association; provided, however, that for so long as the Declarant owns any portion of the Common Properties or owns any Lot primarily for the purpose of sale the Board of Directors must obtain the written consent of the Declarant prior to granting or accepting any such easements.

**Mutual Easements: (Section 33)**

There shall be appurtenant to each Lot a non-exclusive easement for the use of all pipes, wires, cables, conduits, utility lines, flues and ducts serving the improvements thereon and situated upon any other Lot or the streets or other Common Properties. Each Lot shall be subject to an easement in favor of other Lots for use of all pipes, wires, cables, conduits, utility lines, flues, and ducts situated on or across such Lot and serving other Lots. In addition, and subject to all rules and regulations promulgated by the Association and to the easements and Assessments set forth herein, each Owner, his lessees and guests, shall have a non-exclusive easement and right to use the areas designated as bridges, paths, streets, roads, walkways and systems to travel to and from his Lot and to and from the Common Properties, and a right and easement of enjoyment in and to the Common Properties. All such easements shall be appurtenant to and shall pass with the title to each Lot.

## Vehicle Storage Registration & Rules

**Article VII, Section 8:** Vehicle Storage - No inoperative or unlicensed vehicle or vehicle in a state of noticeable disrepair shall not be kept or stored upon any Lot or Common Property nor any repair work be done to any motor vehicle or trailer except for very minor repair work requiring less than one day's work. Watercraft, watercraft trailers and RV's may only be stored, subject to applicable rules, on the storage lot owned by the Property Owners Association. Each member shall be allowed to store a maximum of two (2) items, and only Members are allowed to store items in the storage lot.

**Article VII, Section 21:** Certain Vehicles Prohibited from Lots - No tractor trailers or mobile homes, motorcycles, campers or other habitable motor vehicles of any kind, whether self-propelled or not, school buses, large commercial vehicles, boat trailers, or boats shall be kept, stored or parked overnight on any Lot, Common Properties or street within the Subdivision, except that the storage of motorcycles, boat trailers and boats is permitted if inside a closed garage or if adequately screened from view. Screening must be approved by the Architectural Review Board.

Date: \_\_\_\_\_ Lot #: \_\_\_\_\_

Property Owner's Name: \_\_\_\_\_

Property Owner's Permanent Address: \_\_\_\_\_  
Please Print Clearly

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Please Print Clearly

Property Owner's Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Email: \_\_\_\_\_  
Please Print Clearly

**Please attach a copy of the Registration and/or Proof of Purchase and send to the Management Company.**

I understand as an owner of record, I am entitled to two (2) permanent spaces on a first come first served basis.

Description of item: #1: \_\_\_\_\_

\_\_\_\_\_

Description of item: #2 \_\_\_\_\_

\_\_\_\_\_

Owner's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Please notify management if you add or remove a vehicle from the storage area.**

**Sunset Harbour's Vehicle storage is for Sunset Property Owner, only.  
Unregistered and non-owner vehicles are subject to being towed.**



## **Section II**

# **Architectural Review Board (ARB)**

### **Architectural Review Board Rules & Forms**

The (ARB) guidelines will be monitored and enforced by the Sunset Harbour Board of Directors, the management company and the designated committee members of the Architectural Review Board.

Today, the Architectural Review Board works to ensure that all exterior modifications blend with existing designs of each unique section in the community and each property owner follows the approved guidelines. Homeowners are also encouraged to maintain their own color charts for referral in repainting and matching current exterior colors.

The Owner must comply with the primary rules and restrictions governing constructions, improvements and landscaping outlined in the Declarations. Please be aware any plans for new construction or modifications to the exterior of your home must be submitted prior to any construction, grading and tree removal etc. and prior to submission to the City of North Myrtle Beach. Tree removal requires a permit from the City of North Myrtle Beach prior to submitting to the Architectural Review Board (ARB). The ARB will give the final approval on all tree removal.

The Owners is to complete all necessary ARB forms, submit the forms to ARB committee and receive the ARB's approval letter granting permission before starting any new construction, any remodeling, any non-structural improvement and/or any landscaping/tree removal project.

In addition to submitting the completed forms, the Owner is to submit: their house plans, all their exterior colors, all their product samples, their check to pay the refundable and nonrefundable construction fees and any other pertinent information to the management company.

If you have any questions, please do not hesitate to call the management company for guidance.

## Architectural Review Board Rules and Restrictions Highlights

- Structures:** No temporary or permanent structure, including fences, plant trellis and landscaping, may be commenced, erected or maintained upon any Lot or any portion of the Property, nor may any application for a building permit for any home, building, or other structure be made until the proposed survey, site plan, tree survey, plans, specifications, elevations, materials and exterior color and finish, plot, plans, landscape plans, irrigation plans and construction schedule have been submitted and approved.
- Landscaping:** All plans for landscaping shall include irrigation plans and shall designate plant size and irrigation feature size and no change in plants size or the irrigation plan may be made once approved, without approval.
- Changes:** All Changes require ARB approval before changes can be completed.
- Fines:** Fines shall be imposed at the discretion of the ARB and/or Board of Directors for non-compliance with the rules and deed restrictions. (Refer to Fine Policy) There is "NO Warning" for a violation(s) It is a fine.
- Responsibility and Deposit for Road Damage:** It is the responsibility of each Lot Owner and his/her contractor to repair any damage caused to roads in the Property during construction. The \$1,000 refundable deposit shall be returned upon completion of construction if no damage occurs.
- Dwelling Specifications:** Lots fronting waterway must have 2,500 total square feet of heated living space, with a minimum of 1,600 on the first habitable floor. Lots across the street from waterway must have 2,200 total square feet of heated living space, with a minimum of 1,400 on the first habitable floor. All other lots must have 1,500 square feet of heated living space, with a minimum of 1,000 on the first floor. Please note that waterway and first row homes have 7 ½ foot side setbacks to their drip line.
- Completion of Construction:** The exterior of all houses and other structures must be completed within nine (9) months after the construction of the same shall have commenced.
  - The contractor must maintain the Lot in a reasonably clean and uncluttered condition.
  - All construction and landscaping is required to be completed within ninety (90) days of occupancy or substantial completion, whichever date shall occur first.
  - Failure to comply with the provisions of this Section shall result in the Owner paying a fine of \$100.00 per day for each day of violation.
- Tree Removal:** No tree or bushes of any kind having a diameter of four (4) inches or more (measured at a point two (2) feet above the ground level) shall be

removed without approval. Owner removing a tree in violation of this provision may be required to replace same at such Owner's cost. (Must conform to North tree removal guidelines)

Sunset Harbour Architectural Review Board (ARB) requires the Lot Owner to have a valid City of NMB tree removal permit, prior to the ARB approving any size and or any kind of tree removal.

- Fences:** Other than in Courtyard or Patio Home sections, no fence shall be built that is solid for more than three (3') feet above normal grade, nor shall any fence be taller than six (6') feet. All fences shall allow at least fifty (50%) percent visibility for the portion of the fence more than three (3') feet from grade. No chain link or wood fencing shall be allowed in the Subdivision except at the Vehicle Storage Lot.
- Sidewalks:** During the construction of each dwelling house on the Property, the Owner shall construct, at its sole expense, a sidewalk along the front of the Lot, said sidewalk to meet the following criteria:
  - The sidewalk shall run the entire width of the lot from lot line to lot line, with appropriate transitional breaks for driveways or other paved sidewalks;
  - The sidewalk shall be a uniform width of four (4) feet with a uniform depth of four (4) inches on top of a compacted earthen base or sub-grade;
  - The sidewalk shall be constructed of 3000 psi concrete with appropriate expansion joints or other similar features as approved by Declarant or the ARB;
  - The sidewalks shall be constructed within the street right-of-way in a location approved by Declarant or the Architectural Review Board.

## **New Home Construction and Construction Changes**

If an Owner wishes to modify his/her ARB approval for their new home construction, the owner must submit all construction changes in detail as outlined below. The change request form must be submitted to the Sunset Harbour ARB committee to approve the changes. If the Owner fails to seek ARB approval for any construction changes, a fine will be imposed and collected from the Owner's Compliance and Completion deposit.

1. Cover letter detailing request: materials to be used, etc.
2. Sketch and locate on plan illustrations showing change request.
3. Contact ARB member to help expedite request.
4. Follow these procedures for any landscape, tree removal and driveway modifications, etc.
5. Follow all ARB requirements
6. Outdoor mailboxes must uniform, black mail box, white post, black numbers
7. Per Board Policy of 2016, no single story homes to be built on Clubhouse Drive

## ARB Plan Drop Off Checklist For New Construction

1. \_\_\_ Two Copies of the Sunset Harbour ARB Application
2. \_\_\_ One Check payable to Sunset Harbour Property Owners Association
3. \_\_\_ Two Sets of PLANS that include items listed in (#4-14)
4. \_\_\_ Plot Plan (Survey)
5. \_\_\_ Set backs
6. \_\_\_ Drainage
7. \_\_\_ Driveway plan on plot plan
8. \_\_\_ Tree survey showing footprint of house
9. \_\_\_ Heat pump location
10. \_\_\_ Scaled elevations on all sides
11. \_\_\_ Scaled cross section of house
12. \_\_\_ Roof pitch and total height
13. \_\_\_ Fence height, fence material, and location
14. \_\_\_ Patio wall length & height
15. \_\_\_ Provide physical Samples of:
  - a. \_\_\_ Brick or Stucco. Brick should not be the same on houses on either side, across street or behind when applicable
  - b. \_\_\_ Mortar color
  - c. \_\_\_ Roof
  - d. \_\_\_ Door and Shutter color
  - e. \_\_\_ Trim and Garage door color
  - f. \_\_\_ Any other materials or photos etc.
  - g. \_\_\_ HVAC screening material
  - h. \_\_\_ Screening for propane tank
16. \_\_\_ Preliminary Landscape Plan  
Helpful, but not necessary: final must be submitted 45 days prior to installation.

Please deliver all items on the **ARB Plan Drop Off Checklist** to the Sunset Harbour Property Owners Association's Management Company. The Management Company will be responsible for contacting the ARB chairperson to pick up the Owner's checklist of items (1-16). The Sunset Harbour Architectural Review Board will review all items presented in a timely matter and render a decision of approved, approved with restrictions or not approved.

## Architectural Review Board Application For New Home Construction

Lot# \_\_\_\_\_ Date: \_\_\_\_\_

Property Owner's Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_ City: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_ Phone: \_\_\_\_\_

Cell: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Please submit the following items with this application:

1. Two sets of floor plans, elevations, typical wall section and two copies of this application.
2. Two sets of survey/site plan by a licensed Horry County surveyor showing location of house, setbacks, drainage, driveway, all trees 6" in diameter or larger, trees recommended for removal, right-of-ways, lot elevations, and all other exterior developments.
3. Two copies of Owner of Record's letter to the ARB confirming that a final landscape, irrigation, and landscape lighting, will be submitted for approval, no less than 45 days prior to its planned installation.
4. Must have a dumpster on site of the construction
5. Keep the construction site clean at all times
6. Contractor is responsible for all actions of their sub-contractors in violations of parking on vacant lots and working after the 7:00 pm restriction and working on holidays.
7. Obey the Sunset Harbour Architectural Control and Siting Article VI of the recorded Covenants and Board policies.
8. The Architectural Control and Review Board and the Sunset Harbour Board of Directors shall have the absolute right, in its sole discretion, to approve or disapprove, for any reason, including aesthetics, any and all such improvements or alterations.
9. Modification to existing structures is approved for 6 months beginning and ending date. (Out of compliance is subject to fining when deadline for completion is not in compliance).

10. If no cure or appeal is received within a 5-day period, the Member will be served written notice that a \$75.00 Declaration has been imposed. If the member fails to cure the violation after 5 additional days, the member will be served written notice that a \$100.00 Declaration has been imposed. If the Member fails to cure the violation after 5 additional days, the Member will be served written notice that a \$100.00 per week Declaration has been imposed until the violation has been cured. All Declarations will be charged to the Member's account.

### **Application Fee Schedule**

- **New Home (Non-Refundable Fees)**
  - Collection of: Administrative Review fee of \$200 and a Repair fee of \$500 – For a total of \$700.00 (Non-Refundable Fees)
- **New Home Refundable Fees**
  - Homeowners Compliance & Completion Deposit -\$1000.00  
(Refundable shall be returned upon completion of constructions if in compliance)
  - Deposit for Road Damage – \$1,000.00 (Refundable)  
(Refundable shall be returned upon completion of constructions if no damage occurs)

Please attach one check for the total amount: **\$2,700.00** based on the above fee schedule, make check payable to Sunset Harbour Property Owners Association. If you have any questions concerning this application, please direct them to the Management Company or the Sunset Harbour ARB Committee.

### **Dwelling Specifications**

Waterway Lots 2,500 sq ft total (1,600 on the first floor)  
Waterway Lots second road 2,200 sq ft total (1,400 on first floor)  
All other lots 1,500 sq ft (1,000 on first floor)

**Please list the Square Footage and the totals:**

Heated Space- 1<sup>st</sup> Floor: \_\_\_\_\_ Heated Space- 2<sup>nd</sup> Floor: \_\_\_\_\_

Total Heated Space: \_\_\_\_\_ Covered Porches, Entries, etc.: \_\_\_\_\_

Garage: \_\_\_\_\_ Other: \_\_\_\_\_

Total Gross Square Footage: \_\_\_\_\_

Estimated Start Date: \_\_\_\_\_ Estimated Completion Date: \_\_\_\_\_

**Please mark who submit the application:** \_\_\_\_\_ Builder \_\_\_\_\_ Property Owner

I/We will commit to the compliance with the established ARB Regulations:

Property Owner's Signature: \_\_\_\_\_

Property Owner's phone number: \_\_\_\_\_

Property E-mail Address: \_\_\_\_\_

Builder's Signature: \_\_\_\_\_

Builder's phone number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

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**ARB Chairperson's Name:** \_\_\_\_\_

ARB Approved: \_\_\_\_\_ Date: \_\_\_\_\_

ARB Not Approved: \_\_\_\_\_ Date: \_\_\_\_\_

ARB Approved with Conditions: \_\_\_\_\_ Date: \_\_\_\_\_

ARB Contact Person's Name: \_\_\_\_\_

Phone: \_\_\_\_\_

Comments:  
\_\_\_\_\_  
\_\_\_\_\_

## **Information Guidelines Regarding ARB Compliance Deposit**

On all new home construction and major home modification and remodeling the builder or homeowner shall submit to the ARB the prescribed deposits, which will be held in escrow by the ARB until the improvement or all construction is complete, full compliance is met and the ARB performs its Final Inspection confirming satisfactory completion.

The homeowner must request the deposit be returned and upon a satisfactory inspection the fees will be refunded promptly. However, it should be noted, that this deposit shall be used to offset any costs incurred by the ARB in order to:

- Repair damage to any property caused by the builder, homeowner or their subcontractors, suppliers and representatives during construction that is not repaired satisfactorily by the responsible party.
- The ARB will retain the fee until all construction or alterations are performed in compliance with final approved plans and required building codes.
- Any new construction and any home modification and remodeling requiring Architectural Review Board approval is to follow all the regulations listed below. Fines will be imposed per infraction. There is **No Warnings for ARB Violations. It is a Fine.**
- **Commencement and Completion of Construction. Construction must be pursued diligently and completed in (9) months of ARB approved commencement. The Property Owners Association may impose a fine per Covenants.**



**Important ARB Regulations:**

**Not complying with these restrictions and All recorder Covenants will result in an ARB fine.**

- Construction hours are 7 a.m. to 7 p.m. Monday through Saturday only.
- No working on Holidays.
- Absolutely no working on Sunday- violators will receive an ARB fine.
- Dumpster is to be maintained on the construction site and emptied when full to elevate any blowing or unsightly debris from the site.
- Provide daily cleanup of worksite and adjacent road.
- Silt fences required on rear and side property lines and maintained until all construction building is completed.
- If silt fence is down on any or all sides, it must be replaced or be fined for violation.
- Port-O-John on site at all times, maintained and emptied regularly.
- The ARB reserves the right to request that non-approved construction be stopped until approved by the ARB.
- Contractors and sub-contractors are to park on one side of the City of North Myrtle Beach roadway; as to not hinder the flow of traffic in the subdivision.
- Contractors and sub-contractors are not to park in or on a vacant Lot.
- There is "No Warning" for not adhering to the Architectural Rules. It is a Fine of \$250 per violation.

**Request for  
Non-Structural Modification to Existing Property  
Six (6) Months Validation Timeline**

If the Owner of Record's approved request for the Non-Structural Modification is not completed in the required six (6 months) time period, the Owner of Record's request for a non-structural modification improvement will become void/ invalid.

If the Owner's original non-structural modification request expires due to failure to comply with the (6) months validation time period, the Owner of Record must re-submit all necessary forms to the ARB committee. The ARB committee will review all request for non-structural modification and as a committee make a decision to: approve the request as presented, approve the request with conditions or deny the owner's request. The Owner has a six (6) months validation period to complete his or her non-structural modification request if not completed the request becomes void/invalid due to the time limitations.

If the Property Owner's Non-Structural Modification for Improvement does become void/invalid the Owner of Record may seek to appeal the process by contacting the President of the Board. The appeal for an unexercised improvement will be heard by all members of the Sunset Harbour Board of Directors on a case by case basis.

## Non-Structural Modifications Approval Form for Existing Property

Lot# \_\_\_\_\_ Date: \_\_\_\_\_

Property Owner's Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Cell: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Date the projected is to begin: \_\_\_\_\_ ending time 6 months from the listed date.

A. New Construction \_\_\_\_\_  
(Application Fees Required)

B. Remolding Existing Home \_\_\_\_\_  
(No fee applicable for non-structural submittal)

**Please check the type of approval being requested for review by the ARB.**

Painting/Staining/Coating	_____	Flag Pole or Banner	_____
Outdoor Lighting	_____	Landscaping	_____
Driveway/Walks	_____	Shutters	_____
Porch Enclosures	_____	Playground Equipment	_____
Gutters & Downspouts	_____	Fence/Wall	_____
Door (Entry & Garage)	_____	Other	_____

Description of the Non-Structural Modification:

\_\_\_\_\_  
\_\_\_\_\_

Provide City of NMB permit(s), if applicable to the job modification.

- Submit plot survey and plans in duplicate showing location of house, property lines, and easements to the Management Company who will submit them to the ARB for review.
- Submit color chips, sample material or photos with this application if appropriate.
- Submit only printed copy of brick sample, do not include a brick or brick chips.
- The ARB will make routine inspections to verify compliance with approved changes.
- Modifications are to follow all Architectural Control and Siting per Covenants or be subject to the fining process.
- Approval of the modification is valid for 6 months, only Owner accepts the terms of this agreement.

Signature of Property Owner: \_\_\_\_\_ Date: \_\_\_\_\_

Required Information

Exterior Feature Item	Color/Finish	Description	Manufacturer
Brick			
Brick Mortar			
Chimney			
Driveway*			
Entry Doors			
Fencing/Walls*			
French Doors			
Garage Doors			
Glass Sliding Doors			
Gutters			
Lighting-Landscape			
Mail Box			
Planters			
Pool & Pool Decks			
Railings			
Roofing			
Screening			
Shutters			
Sidewalks			
Siding			
Soffit/Fascia			
Stone			
Stucco			
Walkway			
Windows/Mullions			
Electrical Service			
See Rules & Regulations	Include color chips, photos, samples, materials with this application	Include printed copy of sample. Do not submit bricks or brick chips	

## New Home Construction Completion REQUEST FORM FOR REFUNDABLE FEES

Please submit this request form to the Atalaya Management for scheduling your final ARB inspection with ARB Chairperson of your new home and property. Subject to being fined by the Rules and Regulations and Board policies if not in compliance of the Architectural Control and Siting.

Property Owner's name: \_\_\_\_\_ Completion Date: \_\_\_\_\_

- Address of the Property to be reviewed for final inspection:

\_\_\_\_\_

- Provide ARB with a copy of the Certificate of Occupancy C/O:

\_\_\_\_\_

The ARB will do a final inspection checking the new construction and the property to verify:

- Compliance and Completions obligations have been satisfied
- Road Maintenance has been checked and cleared of any damages to the road or common areas
- All ARB violations have been paid in full

The ARB Chairperson will submit this request form to the Sunset Harbour Property Owners Association's Management Company to request the money due to the Owner from their refundable deposits listed below:

- Homeowners Compliance & Completion Deposit - \$1000
- Road Maintenance Fee-\$1,000

**This section is to be completed by the ARB Representative**

If an Owner does incur any fines, the fine fees will be taken from the refundable deposits before any reimbursements will be issued to the Owner.

- ARB's Final Inspection will be conducted on this date: \_\_\_\_\_

**ARB Inspection is complete and found to be compliant.**

Deposits amount to be refunded \$\_\_\_\_\_.

Except: Completion of Construction: Your new home construction completion was out of compliance for the follow \_\_\_\_\_ Date(s)

The ARB committee request the following amount \$\_\_\_\_\_ be deducted from the Compliance & Completion Deposit or Road Maintenance Deposit to settle the account.

Signature of Property Owner: \_\_\_\_\_ Date: \_\_\_\_\_

ARB Board APPROVED By: \_\_\_\_\_

ARCHITETURAL REVIEW BOARD REPRESENTATIVE

DATE



**Sunset Harbour Property Owners Sign Application/Requirements**

Requesting Property Owner's

Name(s): \_\_\_\_\_

Property Owner's E-mail: \_\_\_\_\_

Owner's Mailing Address: \_\_\_\_\_

Lot Number(s) \_\_\_\_\_

- ARB must also approve the physical sign prior to placement on the property

Please complete this application to apply for Approval from Architectural Review Board (ARB) for a Yard Sign to be placed on an Owner's Lot located in Sunset Harbour POA Subdivision. Failure to apply for permission for a Yard Sign will result in an ARB fine violation. Once the ARB received the signed applications, the physical sign must be approved prior to placement on the property.

Refer to the attached chart to adhere to the sign requirements. The above Owner(s) of Record is requesting the following Type of Sign:

\_\_\_\_\_ to be placed on their Lot. Owner(s) are required to submit a detailed drawing (or photograph) of proposed sign showing the construction details and materials; size, style and color of the lettering and design elements; exact wording to be on the proposed sign:

\_\_\_\_\_ to be placed on Owner's Lot. The Owner is requesting the \_\_\_\_\_ sign to be placed in their yard for a period of \_\_\_\_\_ days.

Sign Placement: Beginning Date: \_\_\_\_\_ Ending Date: \_\_\_\_\_

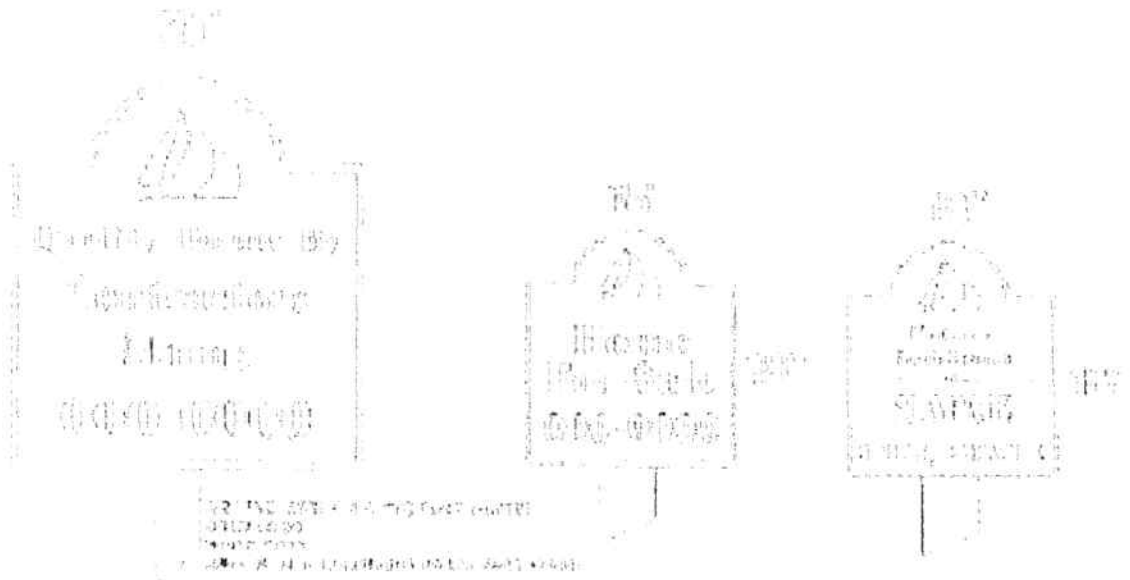
Sunset Harbour Property Owners Association Use Restriction, Article VII, Covenant Signs (Section 2), and Amended April 12, 2002: "The Declarant, or the Architectural Review Board once it is established, may issue such rules, regulations, and guidelines for the construction and appearance of signs as it deems appropriate. All signs within the Property shall comply with such rules, regulations and guidelines; unless some other design is approved in writing by the Declarant or the ARB." (Recorded in Horry County Register of Deeds, Book 2470 Page 0185). The Owner's Sign Application is to be sent to Atalaya Management which will submit to the Sunset Harbour Architectural Review Board for Approval. If necessary provide any additional informational:

\_\_\_\_\_

\_\_\_\_\_  
Signature of Property Owner

\_\_\_\_\_  
Date

<u>Type of Sign</u> <u>Approval Required by the ARB Board</u>	<u>Size Of the Sign</u>	<u>Information Permitted on the Specific Sign</u>	<u>Post Size For all Signs</u>	<u>Colors to be Used for any of the Signs</u>	<u>Number of Permitted Signs</u> <u>Number of Days Approved</u>
<u>Construction Contractor Sign</u>	<u>30" x 30" Inches</u>	<u>Contractor's Name</u> <u>Contractor's Phone #</u>	<u>4X4 PVC Post</u> <u>(White) PVC Post</u>	<u>Gold Sailboat Emblem of Sunset Harbour</u>	<u>Permit for One Sign</u>  <u>Approved for # _____ days</u>
<u>Home For Sale Sign</u>	<u>18" X 18" Inches</u>	<u>For Sale</u> <u>Telephone Number</u> <u>Real Estate Name</u> <u>Realtor Name</u> <u>For Sale By Owner</u>	<u>4X4 PVC Post</u> <u>(White) PVC Post</u>	<u>Gold Sailboat Emblem of Sunset Harbour</u>	<u>Permit for One Sign</u>  <u>Approved for # _____ days</u>
<u>Future Residence Sign</u>	<u>18" X 18" Inches</u>	<u>Name of the Lot Owner(s)</u>	<u>4X4 PVC Post</u> <u>(White) PVC Post</u>	<u>Gold Sailboat Emblem of Sunset Harbour</u>	<u>One Sign</u>  <u>Approved for # _____ days</u>
<u>Security / Protection Sign</u>	<u>12" X 12" Inches</u>	<u>Company Name</u> <u>Telephone #</u>	<u>If the 4 X 4 PVC Post is not applicable for the security / protection sign. A Drawing or Picture of the Post is required to be presented for Approval</u>	<u>Valid State of SC Security Licensure</u> <u>SC State Business License</u> <u># _____</u>  <u>City of North Myrtle Beach Business License</u> <u># _____</u>	<u>One Sign</u>  <u>Approved for # _____ days</u>
<u>Request for Other Type of Sign</u>					



- Sign application must be approved by ARB
- Please follow the size requirement
- Please use the chart
- Approval is required of the physical sign prior to placement on the owner's property
- For Sale Sign must adhere to the Sunset Harbour colors and design decal

### Security /Protection Signs

Only one security sign from a properly licensed security alarm monitoring company licensed in South Carolina may be displayed next to a home located in Sunset Harbour. The license must be available for inspection upon request of the Sunset Harbour Board of Directors. The sign shall be no larger than 12 x 12 inches.



Instrument#: 2019000001032, DEED BK: 4172 PG: 1153 DOCTYPE: 082 01/04/2019 at  
08:33:19 AM, 48 OF 48 MARION D. FOXWORTH III, Horry County, SC REGISTRAR OF  
DEEDS

~~Managed by: Atalaya Property Management, Inc. PO BOX 769 North Myrtle Beach, SC 29597  
Phone (843)272-2695 Fax (843)272-2564 Website www.atalayamanagement.com  
Property Manager Lisa Watts~~