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**MARINER'S CAY RACQUET & YACHT CLUB  
HOMEOWNER'S ASSOCIATION, INC.**

**BOARD RESOLUTION**

**Affirmation and Adoption of  
Rules and Regulations,  
Collection Policy,  
Mariner's Cay List of Fines, and  
Contractors' Rules**

WHEREAS, the Board of Directors ("Board") of Mariner's Cay Racquet & Yacht Club Homeowner's Association, Inc. ("Association") is responsible for management, operation and control of Mariner's Cay Racquet and Yacht Club and the Association, and is also responsible for exercising for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the membership by other provisions of the Master Deed for Mariner's Cay Racquet and Yacht Club, a South Carolina Horizontal Property Regime ("Deed") and the By-Laws of Mariner's Cay Racquet & Yacht Club Homeowner's Association, Inc. ("Bylaws") recorded May 12, 1982 in Book J128 at Page 300; First Amendment to Master Deed of Mariner's Cay Racquet and Yacht Club, a South Carolina Horizontal Property Regime recorded April 25, 1983 in Book H131, Page 292; First Supplemental Amendment to Master Deed for Mariner's Cay Racquet and Yacht Club, a South Carolina Horizontal Property Regime recorded August 4, 1983 in Book N132, Page 035; Corrective First Supplemental Amendment to Master Deed for Mariner's Cay Racquet and Yacht Club, a South Carolina Horizontal Property Regime recorded September 29, 1983 in Book D133 at Page 059; Second Supplemental Amendment to Master Deed for Mariner's Cay Racquet and Yacht Club, a South Carolina Horizontal Property Regime recorded March 7, 1984 in Book 0135, Page 328; and Amendment to Master Deed for Mariner's Cay Racquet and Yacht Club, a South Carolina Horizontal Property Regime recorded June 12, 1990 in Book 2193, Page 847; Collateral Assignments of Right to Collect Assessments and Assignment of Lien Rights recorded August 21, 2015 in Book 0495 at Page 334; Board Resolution Re-Affirmation and Re-Adoption of Rules and Regulations, List of Fines, and Contractor Rules and Regulations recorded April 4, 2019 in Book 0787 at Page 630; Board of Directors' Resolution Temporary Moratorium of Short-Term Rentals recorded November 13, 2019 in Book 0839 at Page 332; Temporary Moratorium Regarding Future Renting Within The Mariner's Cay Community recorded March 18, 2020 in Book 0867 at Page 848; Rules and Regulations recorded September 14, 2020 in Book 0915 at Page 021, in the Charleston County Register of Deeds; Collections Policy recorded October 20, 2021 in Book 1045 at Page 254. (Collectively hereinafter, the Declaration and Bylaws may be referred to as the "Governing Documents.")

WHEREAS, Article V, Section 11, of the Bylaws provides that, "The Board of Directors shall have the right to take action which it could take at a meeting by obtaining the written approval of all directors thereto. Any action so approved shall have the same effect as though taken at a meeting of the Board."

WHEREAS, the South Carolina Homeowners Association Act, S.C. Code Ann. Section 27-30-110, et seq., requires all existing homeowner association's governing documents, rules, regulations, and amendments be recorded.

WHEREAS, the Board has determined to adopt and affirm the attached rules, regulations and policy and to record them.

WHEREAS, a duly held vote of the Board was held without a meeting on January 3, 2025 and the within Resolution and attached Rules and Regulations, Collection Policy and Mariner's Cay List of Fines was put to a vote of the Board. The required quorum participated and the within Resolution was approved by the requisite members of the Board.

NOW THEREFORE, BE IT RESOLVED, in order to protect and assure an attractive, high quality community, and to best maintain and preserve the community, the Board hereby affirms and adopts the attached Rules and Regulations, Collection Policy, Mariner's Cay List of Fines, and Contractors' Rules as follows:

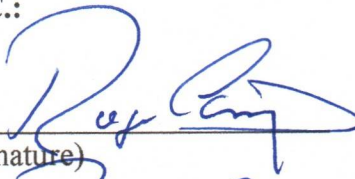
1. The foregoing whereas paragraphs and recitals are and shall be deemed material and operative provisions of this Resolution, and not mere recitals, and are fully incorporated herein by this reference.
2. All capitalized terms used herein shall have the same meaning ascribed to them in the Declaration and Bylaws, unless the context shall clearly suggest or imply otherwise.
3. Each member of the Board expressly waives any notice requirement, if any, for the meeting.
4. The Board hereby affirms and adopts:
  - a. Mariner's Cay Racquet and Yacht Club Homeowner's Association, Inc., Rules and Regulations, and Schedule of Fines, attached hereto as Exhibit A and incorporated herein by reference; and
  - b. Mariner's Cay Racquet and Yacht Club Homeowner's Association, Inc., Collection Policy, attached hereto as Exhibit B and incorporated herein by reference; and
  - c. Mariner's Cay Racquet and Yacht Club Homeowner's Association, Inc. Contractors' Rules, attached hereto as Exhibit C and incorporated herein by reference.
5. This Resolution was adopted by the Board on January 3, 2025, and the attached

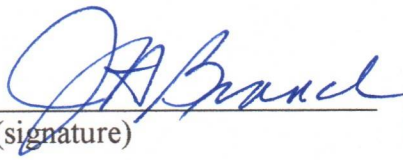
rules, regulations and policy shall be effective upon recording.

6. Distribution. The Association and/or the Association's property manager is authorized and directed to circulate a copy of this Resolution and the Rules and Regulations, Collection Policy and Mariner's Cay List of Fines upon recording. Members/Owners are responsible for distributing the same to all occupants and residents.

The President and Secretary of the Board, by signing below, acknowledge that this Resolution was passed by the vote of a majority of Board members.

**MARINER'S CAY RACQUET & YACHT CLUB HOPMEOWNER'S ASSOCIATION, INC.:**

 1/8/2025  
(signature) Date  
Roger Camp  
(print name)  
Its: President

 1/8/25  
(signature) Date  
JOLYO BRANCH  
(print name)  
Its: Secretary

# Mariner's Cay Homeowners Association

## Rules and Regulations

Condominium living may be a new experience for many residents in Mariner's Cay and requires understanding and cooperation from everyone residing in the community. In order to create a congenial and dignified living atmosphere, your Board of Directors (BOD) has adopted these Rules and Regulations as guidelines for all homeowners, their families, guests, and tenants at Mariner's Cay.

These Rules have been developed over time as a result of our own experiences and the experiences of other condominium environments. These Rules and Regulations may not please everyone. They were not designed to satisfy individual pursuits or desires. From our experience, these Rules meet the approval of a large majority of homeowners, which is extremely important in successful condominium living.

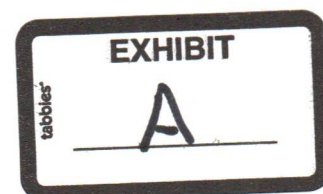
Everyone is encouraged to COEXIST as friendly neighbors and AVOID CONFRONTATION whenever possible. Individual homeowners may point out violations to violators, but are STRONGLY DISCOURAGED from arguing about or trying to enforce the rules, unless it is a matter of SAFETY OF PEOPLE or property. Repeated or excessive violations of all rules SHOULD BE REPORTED to the Mariner's Cay (MC) property manager or a member of the BOD. The BOD has the right to impose fines as it sees fit, and is NOT LIMITED by amounts quoted in the Rules.

Any questions, suggestions, or complaints should be made to the MC Management Company, preferably in writing. If the Management Company cannot resolve your concerns, they will be forwarded to the Board of Directors for review.

Mariners Cay is a residential community. Our residents voluntarily provide services, including picking up litter, policing the grounds, etc., and it is our desire to have the understanding and cooperation of all homeowners, guests, and tenants so we may all mutually enjoy to the fullest the benefits of living and visiting at Mariner's Cay. Please follow the rules, and do not litter or damage our community. MCHOA and its BOD are not responsible for any accidents or damages caused by individuals on Mariner's Cay property.

Board of Directors, Mariner's Cay Homeowners Association

Mariners Cay Management Co. contact : [denise@IMCCHS.com](mailto:denise@IMCCHS.com)



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### *FINES AND PENALTIES*

*MARINER'S CAY SCHEDULE OF FINES (Please see for explanation of C1 and C2 violations/fines)*

Mariner's Cay Management Co. Contact - [denise@IMCCHS.com](mailto:denise@IMCCHS.com)

## ACCESS & SECURITY

### 1. SECURITY GATE (C1 Violations)

*Security cameras are installed at entry gates for the protection of Mariner's Cay property, residents, and guests.*

- 1.1 The security gate is designed to let in only **one vehicle at a time: DO NOT TAILGATE!** If the gate is forced open to gain access or damaged while attempting to tailgate, a fine **plus any and all costs** associated with damages and/or repairs will be imposed.
- 1.2 **Forcing the gate open, tailgating, or the unauthorized use of security codes to enter** Mariner's Cay constitutes "breaking and entering," "unlawful entry," and/or "trespassing." **Violators will be reported** immediately to the City of Folly Beach Police Department, **in addition** to fines levied by Mariner's Cay.

## AMENITIES

*Only Mariner's Cay homeowners/residents may invite guests to use the Mariner's Cay amenities, pursuant to all Mariner's Cay's Rules and Regulations.*

*ALL guests must be accompanied by the owner/resident at ALL times when using the amenities.*

### 2. SWIMMING POOL - No Lifeguard on duty, swim at your own risk! (C1 Violations unless marked C2)

*Security cameras are installed in the pool area for the protection of Mariner's Cay property, residents, and guests.*

**In case of accident or medical emergency, dial 911 on the telephone located near the pool restroom entrance.**

*Pool area is defined as the area enclosed by the fence and lagoon boundaries.*

*Pool hours are 6:30AM to 10:00PM. Pool use outside of these hours is not allowed.*

*Please read and obey the Health and safety rules mandated by SC Department of Environmental Services (SCDES) that are posted for your information.*

*The Mariner's Cay pool is for the use of Mariner's Cay residents, their guests or*

*authorized renters ONLY.*

- 2.1 **NO GLASS containers** allowed in the pool area. **NO EXCEPTIONS!** A fine per occurrence, **plus any and all associated costs**, including draining and cleaning the pool will be imposed if glass is broken.
- 2.2 **NO cloth or regular diapers** allowed in the pool. Infants and toddlers must wear labeled swimming diapers. **Any and all costs associated with fecal incidents**, including cleaning, treating, closing and draining the pool, **plus associated fines will be charged to the responsible owner.**
- 2.3 **NO excessive noise** and **NO profanity** allowed in pool area. (C2)
- 2.4 **ALL children under 13** years of age must be accompanied at **ALL times** by an adult 18 years or older.
- 2.5 Mariner's Cay **pool tags** (red tag attached to pool key) **are required** at the pool. Use of the pool without a tag is considered "trespassing." (C2)
- 2.6 **NO PETS** allowed in pool area, per **SCDES. NO EXCEPTIONS!**
- 2.7 **Pool entry gates** **MUST** remain **closed** at all times, as mandated by **SCDES.**
- 2.8 **NO unsafe conduct**, such as running, pushing, shoving, dunking, horseplay, etc, allowed in the pool area.
- 2.9 **NO music** allowed without earbuds/headphones in the pool area. (C2)
- 2.10 **NO floats**, with the exception of swimming aids\*, allowed in the pool. (C2)  
  
*\*A swimming aid is defined as a personal flotation device that does not extend beyond the body of a single individual. Pool noodles are only allowed when used as a personal flotation device.*
- 2.11 **DO NOT remove the safety rope.** It is there for emergencies. **DO NOT hang** onto or **play** on the safety rope.
- 2.12 **Pool furniture** is to remain in pool area at **ALL** times.
- 2.13 **Trash and personal belongings**, including pool toys, **must be removed** when leaving pool area. Personal items left behind will be disposed of. **Mariner's Cay is not responsible** for personal items left in the pool area. (C2)

- 2.14 **Use of grills and picnic areas** is on a **first come, first serve** basis. Grills, picnic tables and surrounding areas are to be **cleaned by users**, and all **trash discarded** in the trash receptacles provided. (C2)
- 2.15 **NO personal grills are allowed in the pool area**, except for Board approved community wide events.
- 2.16 **To use the pool area for a party, or any organized gathering or event, a homeowner must receive written permission** from the Mariner's Cay Property Manager at least **one week in advance**. This requirement is meant to **avoid multiple event scheduling conflicts** and **overwhelming** the pool area, as a courtesy to other owners.

**All MC Rules** pertaining to the use of the pool/pool area **remain in effect** and **are to be observed** during any organized gathering or event at the pool.

***PLS NOTE:** Permission for a party or organized gathering or event **does not guarantee or imply a reservation** of the gazebo area, grills, tables, chairs, or any other specific pool areas, **nor does it grant permission** to bring a **personal grill** into the pool area. Use of these areas and items are on a **first come, first serve basis**.*

*Use of the clubhouse, tennis/pickleball courts and/or any other MC amenity is **not included** in permission for a party or organized gathering or event at the pool.*

- 2.17 **Homeowners hosting** MC approved organized gatherings or events **must be present** at the event **at ALL times and are responsible for the conduct of their group, and/or any damages** occurring as a result of the organized gathering or event, as well as **immediate cleanup** after the event is over.

*The cost of **cleaning up** and/or **repairing damages** after a gathering or event will be **charged to the homeowner** who requested the gathering or event.*

- 2.18 **Parties and/or organized gatherings or events will NOT be approved on summer holidays**, except for Board approved community wide events.
- 2.19 **Only private** organized parties, gatherings or events **will be approved** at the MC pool. **Events may not be advertised** outside the community.
- 2.20 **Unauthorized or forcible entry** into the pool area enclosure constitutes "breaking and entering, unlawful entry," and/or "trespassing," and **will be reported** to the City of Folly Beach Police Department, **in addition** to fines levied by Mariner's Cay.



### 3. TENNIS / PICKLEBALL COURTS (C1 Violations unless marked C2)

*The Mariner's Cay tennis/pickleball courts are for the use of Mariner's Cay residents, their guests or authorized renters ONLY.*

*Court hours are 8:00AM to 9:00PM. Use of the courts outside these hours is not allowed.*

*Other than Board approved organized events, the tennis/pickleball courts cannot be reserved.*

*Please limit time of play to 1 hour, if others are waiting to play.*

- 3.1 The courts are for casual tennis and pickleball play only. Up to four players at a time are allowed per court. Use of the courts is on a first come, first serve basis. (C2)
- 3.2 No skateboarding, bicycles, or other activities are permitted on the tennis/pickleball courts. Tennis shoes are **REQUIRED** for everyone on the courts!
- 3.3 **NO children under 13** years of age are allowed on the courts unless **supervised by an adult** 18 years or older. (C2)
- 3.4 **NO pets** are allowed on the courts. **NO EXCEPTIONS!**
- 3.5 **NO profanity, unsportsmanlike conduct and/or excessive noise** are allowed on the courts. (C2)
- 3.6 **NO music** allowed without earbuds/headphones on the courts. (C2)
- 3.7 **No food or drink** (other than a personal beverage) **is allowed** on the courts.
- 3.8 **No glass containers are allowed** on the courts. **NO EXCEPTIONS!**
- 3.9 **Smoking is prohibited** on the courts or in the court area.
- 3.10 **No chairs, benches, tables or like items** may be brought into the tennis/pickleball area at **ANY time**.
- 3.11 **Nets or other equipment**, etc, may **NOT** be **disassembled or removed** from the tennis/pickleball courts at **ANY time**.
- 3.12 **Debris and personal items** must be **removed** from the court area when play is

completed. **Mariner's Cay is not responsible** for personal items left on the courts. (C2)

- 3.13 **To use a tennis/pickleball court for any organized gathering or event**, a homeowner **must** receive **written permission** from the Mariner's Cay Property Manager at least **one week in advance**. This requirement is meant to **avoid** multiple event **scheduling conflicts**, and as a **courtesy** to other owners who may wish to use the courts.

**As a courtesy** to other owners, only **one court per organized gathering or event**, may be used.

**All MC Rules** pertaining to the use of the tennis/pickleball courts **remain in effect** and are **to be observed** during any organized gathering or event on the courts.

*Use of the clubhouse, pool, pool area, and/or other MC amenities are not included in permission for an organized gathering or event at the tennis/pickleball courts.*

- 3.14 **Homeowners hosting** MC approved organized gatherings or events **must be present** at the event **at ALL times and are responsible for the conduct of their group, and/or any damages** occurring as a result of the organized gathering or event, as well as **immediate cleanup** after the event is over.

*The cost of cleaning up or repairing damages after an organized gathering or event will be charged to the homeowner who requested the gathering or event.*

- 3.15 **Organized gatherings or events at the tennis/pickleball courts will not be approved on summer holidays**, except for Board approved community wide events.

- 3.16 **Only private** organized gatherings or events **will be approved** at the MC tennis/pickleball courts. **Events may not be advertised** outside the community.

- 3.17 **Unauthorized or forcible entry** into the tennis/pickleball courts enclosure constitutes "breaking and entering, unlawful entry," and/or "trespassing," and **will be reported** to the City of Folly Beach Police Department, **in addition** to fines levied by Mariner's Cay.

#### **4. CLUBHOUSE (C1 Violations)**

*The Clubhouse is reserved for homeowners only. Homeowners may sponsor usage by making reservations and access arrangements with the MC Management Company at least two weeks in advance. All requested information must be provided.*

*Please Note: A rental of the Clubhouse does NOT include use of the pool or tennis/*

*pickleball courts or any other MC amenities.*

- 4.1 Homeowners **must be in attendance** during the **entire rental period** and **will be held fully responsible** for the **conduct** of their group and for any **damages** that occur.
- 4.2 All parties/events **must end no later than 10:00 PM**, unless **written permission** is received at least **two weeks in advance** from the Mariner's Cay Property Manager.
- 4.3 **NO pets** are allowed in the clubhouse. **NO EXCEPTIONS!**
- 4.4 A refundable **cleaning deposit is required** with each reservation. The cleaning deposit **may** be refunded per the Reservation Agreement terms and conditions.

## **5. HOMEOWNERS' BOAT RAMP & DOCK (C1 Violations unless marked C2)**

*Always take precautions around water for your own safety and the safety of others.*

- 5.1 Use of the Mariner's Cay **boat ramp is restricted** to Mariner's Cay/Marshview residents and their guests, and Mariner's Cay Marina slip owners and their guests. The boat ramp gate **must be closed** after each use. (C2)
- 5.2. The Mariner's Cay **homeowners' dock** is for the use of Mariner's Cay/Marshview residents, their guests or renters **ONLY**. The dock is small, so please be **courteous and share** the space when others are waiting. (C2)
- 5.3 **Children under 13 years** of age must be accompanied at **all times** by an adult 18 years or older. It is **strongly suggested** that all children wear life vests while on the owners' dock.
- 5.4 **Boat tie up** is permitted for Mariner's Cay/Marshview residents and their guests **ONLY**. Tie up is limited to **one (1) hour**. **Extended and overnight tie up is NOT permitted**. (C2)
- 5.5 **NO** jet skis, crab traps or unattended personal property **are allowed** on the owners' dock. **Mariner's Cay is not responsible** for personal property left on the owners' dock.
- 5.6 **Homeowners must accompany their guests** at **ALL** times when they are on the owner's dock.

## **LIVABILITY**

*NO private or commercial business may be conducted within the MC property bounds, except those stated in Article IV and IX of the Master Deed. (C1 Violation)*

**6. PETS (C1 Violations unless marked C2)**

*In addition to Mariners Cay's Rules & Regulations, the City of Folly Beach Animal Control Ordinance is in effect and will be enforced.*

*MC owners are responsible for ALL damages to MC property caused by their pets and the pets of their renters or guests.*

- 6.1 **Homeowners and tenants** keeping pets **must comply** with the definitions and all elements of Article IX, Section III of the **Master Deed**.
- 6.2 **Tenants keeping pets** must have a signed lease for a **minimum 28 day rental period** and **written permission** from the condo owner. (C2)
- 6.3 **Owners of pets** must **immediately remove** their pet's defecation and **properly dispose of it** in a trash receptacle, **NOT** the marsh, water, lagoons, under buildings, etc.
- 6.4 **ALL pets** kept within, or using Mariners Cay common elements **must be registered** with the **MC Property Manager's office**. (C2)

*Pets may be registered on the Mariner's Cay Homeowners' Portal at <http://marinerscayhoa.com/> or contact the MC Property Manager directly.*

- 6.5 **ALL pets, including cats**, must be **kept on a leash** while outside their unit. **Collars and valid inoculation tags** are **required**. **NO animal may be left unattended or unleashed** outside a condo unit or on the grounds at **ANY** time!

*"Leashed" means the animal is attached TO and controlled BY a person at ALL times.*

**7. PROPERTY CARE AND MAINTENANCE (C1 Violations unless marked C2)**

- 7.1 **Home owners are responsible for maintenance and repair** of, or **damage** resulting from **malfunction** of all plumbing fixtures, washing machines, dryers, hot water heaters, refrigerators/ice makers, dishwashers, ceiling fans, electrical ranges and any part of the HVAC system, whether the components are **inside or outside** the residential unit.
- 7.2 **Garbage and trash must be deposited directly** into the dumpsters. Recycle bin is for recyclables only. **Cardboard boxes MUST be broken down** before placing into the

recycle bin or garbage dumpster.

7.3 **Garbage or trash may NOT be left** on porches, balconies, decks, or in storage rooms at **ANY time. NO EXCEPTIONS!**

7.4 Decorations such as **small plaques** and **seasonal wreaths** are allowed on or next to **front doors**. (See Rule 7.11 for more information on hanging items on the siding.)

**Items visible from the street**, other than those listed above, **are not allowed** on windows, doors, balconies, entrance porches, decks or railings. **Items thrown over or attached to porch railings are not allowed at ANY time.** This includes, but is not limited to, towels, swimsuits, rugs, extension cords, signs, banners, other objects, etc. See Article VII, Section 1, of the **Master Deed**. (C2)

7.5 **Antennas, and satellite dishes**, etc, are **NOT allowed** on common or limited common elements, per Mariner's Cay **Master Deed**, Page 27, Section 6.

7.6 **Security cameras are not allowed** in common or limited common areas, with the **exception** of cameras embedded in doorbells or door locks.

7.7 **Each owner shall, at his expense, keep** the limited common area and facilities to which his unit has exclusive access, and of which he has exclusive use, **clean and neat**. See Article VIII, Section 2 of the **Master Deed**. (C2)

7.8 **Excessive noise, or disturbances**, from any source **are not permitted at any time**, particularly between the hours of **10:00PM and 8:00AM**.

**Loud music, excessive noise or profanity** are not permitted at **any time** on **open balconies** or **porches** where others may be disturbed. (C2)

*City of Folly Beach Police have specific **authority** on the premises.*

7.9 **Homeowners are required to obtain and maintain HO6 insurance** for their unit to provide **liability protection**, assistance with **storm related deductibles, special assessments**, and coverage for damages **not provided** by the Mariner's Cay master insurance policy.

7.10 Mariner's Cay **provided instructions must be carefully followed** when **attaching** decorative **items** to the exterior **Hardieplank** siding. Hanging items improperly will result in the cracking of the Hardieplank and will create an opening in the weather barrier. **ALL damages resulting from hanging items on the exterior Hardieplank are the full responsibility of the owner.**

*Hanging instructions may be found on the Mariner's Cay Homeowners' Portal at <http://marinerscayhoa.com/> under Rules & Regulations, or contact the MC Property Manager directly for help.*

- 7.11 Per Fennell Building Group, **nothing may be hung from porch ceilings**, including **enclosed porches, front porches and balconies**, with the **exception of light fixtures and ceiling fans**, in order to **avoid damaging** the waterproofing surface above the ceilings.

Light fixtures and ceiling fans are to be hung **ONLY** from the electrical boxes that were installed for that purpose. **ALL damages resulting from failure to follow this guidance are the full responsibility of the owner.**

## 8. RENTERS (C1 Violations)

*It is customary for all regime privileges to be assigned to tenants when a unit is rented or leased. Owners may NOT use the amenities when their rights have been assigned to a tenant. Assigned rights and privileges are subject to suspension to the same extent as those of the owner. (See Article III, Section 1 of the MC Master Deed)*

*ALL renters must abide by ALL MC Rules, and should review the Mariner's Cay Rules & Regulations in their entirety.*

- 8.1 **All renters must be registered with the HOA**, per the Mariner's Cay Master Deed, using the latest published process (for details contact Mariner's Cay Property Manager directly).

**Owners who rent their unit will be held fully responsible for their tenants, and all fines, damages and associated costs** that result from their misconduct while staying at Mariner's Cay.

Since **owners are ultimately responsible** for violations by their guests and/or tenants, **a complete copy of the MC Rule & Regulations WILL be posted in all rental units** by the owner. **A second copy WILL BE PROVIDED** as part of the rental/lease agreement.

- 8.2 **Owners who rent their unit must maintain both a valid business license and a short term rental registration**, if required, from the **City of Folly Beach**, per city regulations, and comply with **ALL Folly Beach laws and regulations**.

- 8.3 **Homeowners who rent their unit must** take all necessary steps to insure their **required HO6 policy covers ALL rental activities** associated with their unit.

- 8.4 **Per the Mariner's Cay Master Deed, Article IX, Section 7, no less than all of a**

**condo unit may be rented.** Therefore, condo units **may not be subleased or partially rented or leased** in any manner.

- 8.5 **Renters may not invite guests** to use the Mariner's Cay amenities.
- 8.6 **Renters may park in the numbered space** assigned to their rental unit and/or spaces marked "**Visitors.**" There is only **ONE** numbered space per unit. **No more than TWO** cars are allowed on Mariner's Cay property per unit.

**Any vehicle** illegally parked in a reserved numbered space, other than their own, may be **towed at the owner's expense.**

- 8.7 **A Mariner's Cay Renter's Pass**, containing all required information, and issued by Mariner's Cay, **must be prominently displayed** in the vehicle's **front windshield** when parking on Mariner's Cay property. Renter's Passes are issued upon **completion** of the Mariner's Cay rental registration process. **A limit of TWO Renter's Passes** will be issued per unit.

*Speed Limit throughout Mariner's Cay is 12mph for the safety of our residents and guests, and will be enforced. Please observe.*

## **9. SAFETY (C1 Violations)**

*The MC Management Company MUST be provided with a working duplicate key to each unit and outside storage closets for use in an emergency. See Article VIII, Section I, of the Master Deed.*

- 9.1 **At least one working**, multi-purpose, ten pound **fire extinguisher**, or two of five pound capacity, as well as **working smoke alarms**, are **required in each unit** by our **fire insurance carrier.**

**Fire extinguishers** and **smoke alarms** should be **inspected** at least **every six months** and replaced, repaired or recharged as necessary.

The **hardwired smoke alarms** installed in each unit **must be replaced** every **ten years** by an **electrician**, per **US NFPA 72 code**, or **sooner, if unresponsive** when tested.

- 9.2 **NO smoking is allowed in common and limited common areas**, including **all porches, open balconies, sidewalks, etc**, within **15 feet of the buildings**. In addition, there will be **NO smoking** at the **swimming pool**, on **tennis/pickleball courts** and **in or around the clubhouse.**

- 9.3 **Homeowners are responsible** for insuring that **dryer vents are not clogged** and that **dryers are not overheating**.
- 9.4 Use of **grills and open flame devices** are **not permitted** within **15 feet** of any **building**. Use of **grills** is **not permitted in front of the buildings**. **Only electric grills may be stored** under MC buildings (see Storage Rules in this document for more details).
- 9.5 **Each Condo Owner** whose Unit includes a **wood burning fireplace** is **required to submit written proof** annually that the fireplace components have been **inspected** and are **safe for wood burning** use. The **inspection must have been conducted in the prior twelve months**, and **inspection results** are to be stated in an **invoice** or on **letterhead** from a **qualified entity**.

*Written proof of fireplace inspection must be submitted to the HOA Property Manager no later than **March 1st** of each year.*

- 9.6 **Each Condo Owner** whose Unit contains a **wood burning fireplace** is **fully responsible for proper maintenance**, including **full maintenance costs**, of the fireplace **components**, including the **flue**. **In addition, the Condo Owner is responsible for proper and safe use of the fireplace, and any damages resulting from negligent use of the fireplace.** The HOA is responsible for maintaining the common element chimney components.
- 9.7 **Obstructions**, including extension cords, bicycles, riding toys or other obstructions of any kind are **safety hazards** and **not permitted on sidewalks**.
- 9.8 Due to **fire and liability insurance restrictions**, **storage of personal items** of any description are **not permitted in Electrical Service Rooms** on 2nd floor of **Building 5**.
- 9.9 **Use of fireworks is prohibited on MC property**, in accordance with City of Folly Beach regulations.
- 9.10 **Combustible materials CANNOT BE STORED** within or under **ANY building** including stairways, hallways, closets, under buildings, stairwells, etc. **Combustible materials** include, but are not limited to, **propane tanks, gas cans, paint thinners, etc.** (See Storage Rules in this document for more details.)

**All storage under front stairways** in Buildings 1-4 is **prohibited**. (See Storage Rules in this document for more details.)

## 10. STORAGE (C1 Violations unless marked C2)

*All items stored in permitted common areas must be properly tagged with the*



*homeowner's condo unit number and be in useable condition. Mariners Cay accepts no responsibility for items stored in common areas.*

*A review and cleanout will be conducted under all buildings every six months. Non allowed items and unmarked items will be removed and disposed of without notice.*

- 10.1 **Bicycles are to be stored under the buildings.** Owners may purchase bike racks for storing their bikes under the buildings, if they wish.

**Bicycles may NOT be parked on sidewalks, the lawn, entry porches, under front stairways, or permanently parked on concrete pads. Bicycles may NOT be chained to buildings, trees or other MC properties. (C2)**

- 10.2 **Lawn furniture, beach chairs and all other personal property must be removed** from the common areas at the end of **each day**. These items, if **serviceable** and in **good condition**, may be **stored under the buildings** when not in use. (C2)

- 10.3 **Boat frames and covers** may be **stored under the buildings**, but must first be placed inside a **storage bag** and then **stored off the ground**. (C2)

- 10.4 **Metal crab traps, not rusted and in serviceable condition**, may be **stored under the buildings**. (C2)

- 10.5 **ONLY electric grills and electric pellet grills** may be **stored under the buildings**. **Storage for propane and charcoal grills is not provided** on MC property.

*Please Note: Grills must be fully cooled before storing under the buildings.*

*Owners, DO NOT make your grills available to renters. Instruct renters to use grills provided by Mariner's Cay within the pool area.*

- 10.6 **Kayaks and SUPs must be stored on the racks provided** in the consolidated storage area. They **must be clearly marked** with the owner's **condo number**. Kayak and SUP storage is provided for **Mariner's Cay owners/residents only**.

*Kayaks and SUPs are categorized as flammable, and may NOT be stored under Mariner's Cay buildings at any time.*

- 10.7 **No storage is allowed under the front entry stairways of Buildings 1- 4. Use of these areas is governed by City and County codes, Fire codes, and MC BOD, etc.**

- 10.8 Storage of the following items is **NOT ALLOWED under Mariner's Cay buildings:**

- \* Gas containers or any flammable liquid containers, full or empty.
- \* Building materials, wood scraps, wall board, insulation, paint, etc.
- \* Household furniture, miscellaneous items, rugs, flooring, etc.
- \* Grills, other than electric grills permitted in Rule 10.6.
- \* Charcoal, lighter fluid or any other fuel source.
- \* **Storage of propane tanks is NOT ALLOWED** anywhere on Mariner's Cay property.

*Items NOT specifically listed in Rules 10.1 - 10.7 above should be considered "NOT ALLOWED for storage under the buildings.*

## 11. GENERAL (C1 Violations unless marked C2)

- 11.1 **NO commercial or personal signage of any kind** is allowed on MC property, other than on commercial vehicles working within Mariner's Cay during approved business hours. (C2)
- 11.2 **NO solicitation, signage or handbills** are allowed to be displayed or distributed by anyone on MC property. This includes political campaigns and solicitation. (C2)
- 11.3 Community informational **handbills\public postings must be pre-approved** by the MC BOD. (C2)
- 11.4 **Plants may not be added to or removed from landscaped areas. No alteration to landscaping** is allowed without written approval from the BOD.
- 11.5 **Vandalism or destruction of property will NOT be tolerated. Homeowners are responsible** for such violations caused by themselves, their families, their visitors or their tenants, and **will be fined and billed for all repairs** of damaged property and **any other associated costs** incurred by the HOA.
- Prosecution** of the perpetrator(s) **will be vigorously pursued** by MC. City of Folly Beach Police have authority on the premises.
- 11.6 **Skateboards, hoverboards, scooters, etc, are NOT allowed** on MC property.
- 11.7 **Boats** are to be **washed at the boat ramp. Vehicles** are to be **washed in the Marina parking lot only, NOT in vehicle parking spaces.** (C2)
- 11.8 **Drone operation** has raised a **concern for the privacy** of MC residents and is **not allowed** for recreational use **on or above Mariner's Cay property.** The MC Property Manager **must be informed of any commercial drone usage,** such as for real estate,

maintenance, survey work, etc, **in advance**.

**Commercial drone operators note:** Mariner's Cay is within the Charleston Executive Airport Class E airspace and is governed by the FAA.

*MC owners, please inform your contractors of the above restrictions, if drone usage is part of their services to be rendered on your behalf.*

- 11.9 Mariner's Cay residents/visitors/renters, etc, **may not intentionally or unintentionally damage or alter** the marshlands, vegetation and/or environment adjacent to Mariner's Cay. Per SC Dept. of Environmental Svcs, Mariner's Cay is responsible for damage or alterations to marshlands, vegetation and environment adjacent to and emanating from Mariner's Cay's property. Any fines or charges incurred by the Mariner's Cay HOA can/will become the responsibility of the offending owner.
- 11.10 **Should signs of damage to or alteration** of the marshlands, vegetation and/or environment adjacent to Mariner's Cay's property become apparent, the **damaged/ altered areas will be marked and restricted from further use** by Mariner's Cay residents/visitors/renters **until the damages/alterations are no longer apparent**, and **ALL restrictions have been removed** by Mariner's Cay.

## **12. VEHICLE / BOAT OPERATIONS / PARKING** (C1 Violations unless marked C2)

*Speed Limit throughout Mariner's Cay is 12mph for the safety of our residents and guests, and will be enforced. Please observe.*

- 12.1 **No more than TWO vehicles per unit may be parked within the Mariner's Cay** property bounds. This applies to owners, residents, guests/visitors, and renters. (C2)
- 12.2 **Any vehicle and/or boat/trailer, owned or leased, found in violation** of the parking rules, with **expired licensing, not displaying** a current Mariner's Cay **decal**, and/or not in **operable** condition will be **tagged for towing**. (C2)

If a tagged **vehicle is not removed** within 24 hours the vehicle **may be towed** at **owner's expense**. A **second violation** by the same owner, vehicle or boat/trailer will result in **towing without notice** at the **owner's expense**.

- 12.3 **Vehicles and/or boats/trailers CANNOT be parked on sidewalks or landscaped areas** within property bounds. Parked vehicles, including trailer hitches, **shall not overhang and block** any portion of the **sidewalk**.
- 12.4 Residents may **park in the numbered spaces for their unit and spaces marked**

**“Residents” or “Visitors.”**

*Residents may not park in numbered spaces reserved for units other than their own without permission.*

- 12.5 **Visitors may park in resident host’s numbered assigned space**, with host’s permission, or in **spaces marked “Visitors.”** (C2)
- 12.6 **Visitors parking at Mariner’s Cay overnight or longer must prominently display a Mariner’s Cay Visitor’s Pass**, issued by Mariner’s Cay, when parking overnight or longer. (C2)

**Visitors staying longer than seven consecutive days must make *other parking arrangements for their vehicle***, if it is in addition to two vehicles already being parked for the unit.

*Please contact the **Mariners Cay Property Manager** if **Visitor’s Passes** are needed.*

- 12.7 **Marina patrons and tenants park in spaces marked “Marina” or Visitors” only.**
- 12.8 **Any vehicle illegally parked in a reserved numbered space may be towed without notice, at vehicle owner’s expense.**
- 12.9 **Parking of personal vehicles displaying signage of any kind is prohibited.** Vehicles parked at Mariner’s Cay **may not display “for sale” signs.** (C2)
- 12.10 **Vehicles may not be stored on the premises.**

Residents using their unit as a second home may leave **one vehicle** for use when staying at Mariner’s Cay (with **written BOD approval** only), but that vehicle **must display current licensing** and a **current Mariner’s Cay decal**, be in **operational** condition, and be left ***parked in the assigned, numbered space for that unit.***

A **key MUST be left** with the property manager, in case the **vehicle needs to be moved** for parking lot maintenance or cleaning, or **in case of emergency.** **Mariner’s Cay accepts no responsibility for vehicles left** on the premises under these circumstances.

- 12.11 **The parking of commercial vehicles with or without trailers is strictly prohibited**, except while commercial services are being rendered to residents of Mariner’s Cay during approved service hours.
- 12.12 The following are strictly **PROHIBITED at ALL times** on Mariner’s Cay property:

\* **Motorcycles, mopeds or scooters** (motorized or otherwise)

\* **Campers, camping trailers, recreational vehicles (RV's), utility trailers, vehicle carrying trailers, motorcycles, golf carts, low speed vehicles, (LSV's), mopeds, go-carts and like vehicles**

\* **Jet Skis**

12.13 **Moving vans, vehicles, trailers, etc.**, used for the purpose of **move-in or move-out of household goods** may remain on the property for **48 hours**. Such **vehicles must not impede** the flow of traffic or **block** other residents' assigned parking spaces without permission of the affected residents.

12.14 **Pods or any other storage device must be approved in advance** by the MC Property Manager and **must be removed within 48 hours** of initial delivery. **ALL Pods** must be placed on **plywood or particle board** to protect the asphalt underneath. **Absolutely NO storage in Pods is allowed** on the property.

12.15 **Owners/residents must register their vehicles** with the Mariner's Cay Property Manager, and will be issued parking decals for **up to TWO vehicles**. Decals must be affixed inside the vehicle's lower left windshield (driver's side). (C2)

*Owners/residents may register their vehicles on the Mariner's Cay Homeowners' Portal at <http://marinerscayhoa.com> or may contact the Mariner's Cay Property Manager directly.*

12.16 **Boats and/or boat trailers** must be parked in **assigned spaces only**, and **display a Mariner's Cay decal**. Boat parking **spaces are limited and assigned** by the HOA. **Only Mariners Cay residents** will be **assigned** a boat parking space.

*Boats in excess of 20 ft. must have written approval from the Board of Directors.*

12.17 Boats **must be registered in the name of a MC condo owner** to be **eligible** for an assigned boat space. **Owner must be and remain in good standing with the HOA** in order to be **assigned and retain** a boat space.

12.18 **Owners who rent** their units for **more than 72 days** per calendar year are **NOT eligible** for an assigned **boat space**.

12.19 Boats or boat trailers of **non-residents MAY NOT BE PARKED** anywhere in **Mariner's Cay** and will be **towed immediately without notice at owner's expense**.

### 13. CONTRACTORS / REPAIRS / RENOVATIONS (C1 Violations)

13.1 **No renovations or major repairs** may be made to any condo unit **without written approval** of the **Mariner's Cay Architectural Review Board (ARB)**. **Contact the MC Property Manager** for more information, approval forms and regulations.

13.2 **Compliance** with all **City of Folly Beach and Charleston County** zoning and building regulations is **required**.

All **Permits and Mariner's Cay approved ARB Forms MUST** be **posted** on the nearest window to the condo unit's front door **before starting work**.

*PLEASE NOTE: If you're not sure if your planned repairs require ARB approval or permits, please contact the MC Property Manager and the COFB for guidance.*

13.3 **Homeowners are responsible for providing their contractors** with the **MC Contractor's Rules and Regulations**, which may be found on the **MC web portal** under **ARB Forms, then Contractor's Rules & Regulations**. Please contact the MC Property Manager if you need assistance.

*Contractors are responsible for all actions of their employees/subcontractors, etc, including, but not limited to, observing the speed limit, gate access, noise violations, etc.*

13.4 **Homeowners will cooperate with the MC Property Manager to enforce the Contractor's Rules and Regulations.**

13.5 **Work schedule is Monday-Friday, 8:00AM-5:00PM, with NO WORK ON SATURDAYS, SUNDAYS or HOLIDAYS**, except with special permission from the MC Property Manager.

13.6 **All construction dumpsters require approval by the ARB and are subject to ARB Construction Rules and Regulations.**

**Construction dumpsters must also have approval of the MC Property Manager** as to the **allowed length of time and placement** on MC property.

*ALL dumpsters MUST have plywood/particle board placed underneath to protect the asphalt.*

13.7 **Contractor's vehicles, trailers, equipment, etc, may not be left parked** on MC property **after work hours or on weekends** without special permission from the MC Property Manager.

13.8 **No alterations, changes or additions to common or limited common elements can be made without written approval of the BOD**, per the MD Master Deed, Article VII, Section 1.

## **FINES AND PENALTIES**

Fines and Penalties may be levied, when appropriate, for violations of Mariner's Cay's Master Deed, Bylaws, and Rules and Regulations. Mariner's Cay's complete Collection Policy is available from the MC Property Manager and is posted on the Homeowners' Web Portal.

When Assessments, Fines/Penalties, etc, become delinquent per the MC Collections Policy, use of Mariner's Cay's recreational facilities, amenities, voting privileges, use of HOA services, etc, may be revoked. Once any of the previously mentioned privileges have been revoked, continued use of same will result in additional Fines/Penalties.

A copy of Mariner's Cay's Rules and Regulations, and the Schedule of Fines is available from the MC Property Manager and is posted on the MC Homeowners' Web Portal.

The Mariner's Cay Property Manager may be contacted at [denise@IMCCHS.com](mailto:denise@IMCCHS.com).

## **Mariner's Cay Schedule of Fines**

**Condo owners are responsible for all violations, fines, and any and all damages** resulting from actions of themselves, their guests, tenants, contractors, personal providers and pets.

**Violations and damages involving willful negligence and/or malicious intent** that cause bodily harm to others and/or property damages **will be reported to the City of Folly Beach Police Dept.** for prosecution, **in addition to fines** assessed by Mariner's Cay.

**Violations** may be identified by the **Property Management Company/Manager** and/or **resident witnesses**. Violations will be **substantiated by evidence**, such as photos and/or reliable witness accounts, etc, **before** warnings and/or fines are assessed.

**Every effort** will be made to issue **Violation Notices, warnings and/or fines as soon as possible** after a violation is reported. However, in some cases **investigation may be required** to confirm evidence **before** warnings and/or fines can be issued.

**Fines assessed will be immediately posted** to the responsible **owner's account** and are due and payable, per the MC Collections Policy.

The Mariner's Cay Board of Directors **reserves the right to impose fines** as deemed necessary, and is **NOT LIMITED by amounts quoted in the Rules**.

### **Class 1 Violations (C1)**

**Violations of Rules pertaining to safety, security, community disturbances and/or disruptions, property damages, or any violations resulting in costs to the HOA.**

A **Class 1 Violation** will result in an **immediate fine** of \$300, **plus any and all costs for associated damages** incurred by the HOA as a result of the violation. **Failure to comply with ALL deadlines and/or requests for corrective action** will result in a **second violation** being issued.

A **second violation of ANY Class 1 Rule** within a rolling 12 month period will result in the **immediate** assessment of an **escalated additional fine of \$400, plus any and all costs for associated damages** incurred by the HOA as a result of the violation. **Failure to comply with ALL deadlines and/or requests for corrective action** will result in a **third violation** being issued.

A **third violation of ANY Class 1 Rule** within a 12 month rolling period will be **referred to the MC Board of Directors** for review. **Escalated fines, recovery of costs and damages, and other measures**, up to and **including legal action**, as deemed necessary, will be imposed.

**Further violations of ANY Class 1 Rule** within a 12 month rolling period will be handled in the same manner **as a third violation**.

### **Class 2 Violations (C2)**

Violations of **all Rules that are not** categorized as **Class 1 Violations**.

**Any Class 2 Violation** that results in a **safety issue or damages or costs to the HOA** will be treated as a **Class 1 Violation** (see **Class 1 Violations** above).

A **Class 2 Violation** will result in a **warning** for a **first offense** within a 12 month rolling period. **Failure to comply with ALL deadlines or requests for corrective action** will result in a **second violation** being issued.



A **second violation of ANY Class 2 Rule** within a 12 month rolling period following a warning will result in the **immediate** assessment of a \$200 fine. **Failure to comply with ALL deadlines or requests for corrective action** will result in a **third violation** being issued.

A **third violation of ANY Class 2 Rule** within a 12 month rolling period will be **referred to the MC Board of Directors** for review. **Escalated fines, recovery of costs and damages, and other measures**, up to and **including legal action**, as deemed appropriate, will be imposed.

**Any further violations of ANY Class 2 Rule** will be handled in the same manner as a **third violation**.

**These amended Rules and Regulations and associated documents have been approved by the Board of Directors and are in effect, as of December 31, 2024.**

## Mariners Cay Racquet & Yacht Club HOA

### Collection Policy

The Board of Directors ("Board") of Mariner's Cay Racquet and Yacht Club HOA ("Association") provides the following summary of the collection procedures for the Association for a delinquent account pursuant to the Declaration of Covenants (Master Deed), Conditions, Restrictions, Easements, Charges and Liens for Mariner's Cay Racquet and Yacht Club HOA, as may be amended, ("Declaration") and the Bylaws of Mariner's Cay Racquet and Yacht Club HOA, as may be amended ("Bylaws"). The Articles of Incorporation, Declaration, Bylaws and any promulgated policies, rules, regulations, guidelines and the like are hereinafter collectively referred to as the "Governing Documents."

1. All capitalized terms used herein shall have the same meaning ascribed to them in the Governing Documents unless defined herein, or the context shall clearly suggest or imply otherwise.

2. Assessments of any kind, including Annual and Special Assessments, and including without limitation Fines, Penalties, and Sanctions (all collectively hereinafter referred to as, "Assessment" or "Assessments"), are due and payable as determined by the Board and/or set forth in any notice.

3. Any Assessment not paid by the tenth day of the month in which it is due shall be delinquent. Assessments not paid in accordance with the schedule or installments as may be determined by the Board shall be considered delinquent after the due date(s) therefor. After written notice of an Assessment for the applicable period(s) is sent to the Owners, no further notice shall be required, and payments are due and payable whether or not an Owner receives a bill or additional notice, or whether the Association sends the same.

4. Delinquent Annual or Special Assessments shall bear interest from the date when due at the greater of sixteen percent (16%) per annum (or if sixteen percent (16%) is higher than allowed by law, then the maximum permitted by law) until paid in full.

5. Each Owner shall be personally obligated to pay the Assessments and the Association's collection fees, attorneys' fees and court costs in collecting the Assessments or in enforcing or attempting to enforce the Governing Documents. The Assessments, together with interest and collection fees, attorneys' fees and court costs shall be a charge on the Unit and a continuing lien upon the Unit against which each such Assessment is made.

6. **When an Assessment or any other charge is:**

- a. thirty (30) days past due, the Association may, but is not required to, send a delinquency notice;
- b. sixty (60) days past due, the Association may, but is not required to, send another delinquency notice;



- c. ninety (90) days past due, the Association may, but is not required to, send another delinquency notice;

Further, the Board, in its discretion, may turn the delinquent account over to the Association's counsel for, including, but not limited to, the filing of a lien, action for collection and/or foreclosure, and/or other action.

**At such time as a delinquent account is delivered to the Association's counsel for enforcement and/or collection, the delinquent Owner must communicate directly with the Association's attorney regarding the delinquent account and resolution of the same.**

7. The foregoing notwithstanding any account that is past due \$5,000 or more for more than thirty days presents a significant problem to the Association's cash flow. As such, in all such circumstances, the Association's property manager shall automatically cause a Lis Pendens to be filed against the property of such a substantially delinquent owner after thirty days of \$5,000 or more of arrearage and immediately notify the Board that such action has been taken. The Board shall then determine, in its sole discretion, whether an action to foreclose on the Association's lien should be filed.

8. Further, the Association, through the Board in its discretion, may, in addition to any other remedy, suspend the right of an Owner (and/or, as applicable, his/her family, guests, tenants, residents, occupants, invitees and pets (and the family, guests, tenants, residents, occupants, invitees and pets of the same)) to: (a) use the recreational facilities and Common Areas; (b) vote; and (c) use the services of the Association, including without limitation, architectural review services.

9. **Payments must be in the form of a personal check, certified check or money order and made payable to Mariner's Cay Racquet and Yacht Club HOA. Other accepted forms of payment are: online bill pay, e-check and online debit or credit cards. The Association requires an Owner to create/register his/her account. Post-dated checks and cash shall not be accepted.**

10. Any checks returned to the Association for non-sufficient funds shall be debited to the Owner's account and the account shall be deemed delinquent. Such Owner will be charged the statutory service charge set by Section 34-11-70(a)(3), South Carolina Code of Laws, as amended, which is thirty dollars (\$30.00) as of the date of this Collection Policy. Owners are responsible for knowledge of the law and the Association is not and shall not be responsible for informing Owners or amending this Collection Policy if such statutory sum is changed. Further, the Association shall have the right, but not the obligation, to resubmit the returned check to Owner's bank. If two or more personal checks of an Owner are returned for non-sufficient funds, the Board, in its sole and absolute discretion, may require that future payments by that Owner be made by cash, certified check, money order or other method determined by the Board.

11. All costs incurred by the Association, including without limitation, all costs of collection, attorneys' fees and court costs, whether or not any action is filed, shall be the personal obligation of the applicable Owner and a lien upon the affected Unit, and may be

collectible as an Assessment in accordance with the Declaration.

12. Payments received from Owners will be applied first to any legal fees and costs incurred by the Association, and then to any collection fees, late charges, interest and delinquent Assessments, in that order.

## **Mariner's Cay Contractor Rules and Regulations**

These Contractor Rules and Regulations are intended for any contractor, business, company or individual (hereafter "contractor") performing work on Mariner's Cay property, as well as the contractor's employees, agents, consultants and all others on property in connection with the contractor's work.

Mariner's Cay HOA Board of Directors has full authority, without notice, to remove violators and stop work due to violations of these rules and regulations. The Mariner's Cay homeowner is ultimately held responsible for the actions of their contractor's/service companies and will cooperate with the HOA Board of Directors to remedy any infraction of the Contractor Rules and Regulations and may be fined without further notice.

Any waiver of the Mariner's Cay Contractor Rules and Regulations requires written approval from the Board of Directors.

### **License and Permits**

A contractor must be licensed by the state of South Carolina and have a Business License from the City of Folly Beach. Contractor will obtain all Permits, Endorsements, and Permissions as required by the appropriate State, County and/or City agencies.

### **Insurance**

Contractor shall provide proof of all liability insurance, workmen's compensation insurance and other employee related requirements. Contractor must submit a copy of Contractor's License, Business License and all required Permits to Property Manager before work can begin.

### **Work Plans**

All work plans should be in writing. Any alteration of walls or structural components requires written approval from a licensed structural engineer. All requested interior work and plan drawings must be submitted to the Mariner's Cay Architectural Review Board for approval. Any work that will affect the exterior of the buildings must be submitted in writing to the Mariner's Cay HOA Board of Directors and Architectural Review Board for approval.

### **Point of Contact**

The contractor is responsible for designating a point of contact available by phone or in person to respond on behalf of the contractor in the event of an emergency.

### **Property Access**

Contractors requiring property access greater than 3 days will be issued a gate code, any other entry less than 3 days would require the homeowner to make arrangements allowing the contractor property access.

### **Working Hours**

Work hours at Mariner's Cay are from 8:00 AM to 5:00 PM Monday through Friday. No work is allowed on Saturday, Sunday or Federal Holidays.



**Mariner's Cay**  
**Contractor Rules and Regulations**  
**Page 2**

**Construction Dumpsters and On-Site Storage**

Construction dumpsters are not allowed to remain on the property for any length of time greater than 30 days. Time extension may be granted with Board approval based on circumstance. Dumpsters must be parked on the lagoon side of the parking lot and placed on plywood or other suitable material in order to protect the asphalt. Dumpsters may not be larger than 12 yds. and must be kept from overflowing and covered during non-working hours.

PODs or any storage device must be approved in advance by the MC Property Manager and must be removed within 48 hours of initial delivery. ALL PODs must be placed on plywood or particle board to protect the asphalt underneath. Absolutely no storage in PODs is allowed on the property.

No storage trailers, construction trailers or vehicles are allowed to remain on the property overnight. They must be removed after working hours.

**NO CONSTRUCTION DEBRIS CAN BE PLACED IN GARBAGE DUMPSTERS.**

Placement of construction materials in the unit's designated parking space is not allowed.

**Clean Up**

The contractor shall keep the premises and surrounding areas free from accumulation of waste materials or debris. Contractor shall be responsible for cleanup of all exterior stairwells, elevator, porches and walkways, as necessary. Contractors will be held responsible for any damages to Mariner's Cay property. Stairwells, stair treads, elevator, landings, handrails and porch rails, that require painting/repair due to bumps and scrapes are also the responsibility of the contractor.

**Conduct**

The contractor is responsible for the actions of their employees and subcontractors.

Contractors and subcontractors are required to observe speed limits, gate access and parking regulations.

Contractors and their employees should conduct themselves in a manner that is lawful, courteous, businesslike, and respectful of all residents of Mariner's Cay. There shall be no behavior that is rude, threatening, or offensive. Use of profane language is prohibited as well as disrespectful behavior. No playing of loud music. No pets allowed on premises.

The use, possession, distribution of any controlled substance by any contractor or contractor's employee is prohibited.

Smoking shall be limited to outside. Smoking is not allowed within 15 ft. of any building.

Contractors may not use any of Mariner's Cay amenities, i.e. swimming pool, tennis courts and fishing dock.

**Revised: December 2024**  
**Mariner's Cay HOA**  
**Architectural Review Board**

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