

PALMETTO VILLAGE HOA AT PALMETTO GREENS, INC.
f/k/a PALMETTO GREENS
REVISED RULES AND REGULATIONS
As of March 16, 2026

1. **Applicability.** These rules and regulations shall be applicable to all of the properties within Palmetto Greens and its homeowners and are in compliance of the approved Declaration of Covenants, Conditions, Restrictions, Easements, Charges and Liens for Palmetto Greens, dated October 10, 2008 ("CCR"). The CCR defines the duties and responsibilities of the Palmetto Greens Homeowners' Association, Inc. ("Association" or "HOA") and the Board of Directors ("BoD"). Any rule or regulations in this document may be appealed, on an individual basis, to the BoD.
2. **Decorum/Behavior.** All members of the BoD, homeowners, residents, guests and visitors will honor and adhere to the appropriate decorum expected in each activity. This includes the obligation to be respectful of others who are seeking enjoyment at the same time.
3. **Easement.** Easement for installation and maintenance of utilities are reserved as shown on the recorded plats covering the Properties and as provided herein. Within these easements, no structures, planting or other material may be placed or permitted to remain that will interfere with or prevent the maintenance of utilities. The area of each Lot covered by an easement and all improvements in the area shall be maintained continuously by the Owner of the Lot.
4. **Nuisances; Solicitations**. No Owner shall make or permit to be made any disturbing noises between 9 p.m. until 7 a.m. in the Unit or on the Lot by himself or his family, servants, employees, agents, visitors or licensees, nor permit any conduct by such persons that will interfere with the rights, comforts or conveniences of other Owners. No solicitation will be allowed at any time within the community.
5. **Garage Sales.** Garage sales, estate sales, tag sales, or other similar activities are permitted to be conducted on the Lots.
6. **Parking.** Vehicles parked on the street must be parked in the same direction as the flow of traffic. No overnight street parking is permitted.
7. **Temporary Structures.** No structure of a temporary character, such as a trailer or tent is permitted on an Owner's property except during repair or reconstruction.
8. **Propane/Gas Tanks.** Propane tanks for interior fireplaces, home cooking and whole house generators are to be shielded from street view.
9. **Recreational Vehicles, Commercial Trucks, Trailers, Boats. Definition:** A recreational vehicle ("RV") is any roadworthy vehicle, whether driven or towed, that has the usual accommodations of a home including a kitchen, bathroom, bedroom and living room. In North America, such vehicles have traditionally been classified as class A, B or C, if driven; as a travel trailer, fifth wheel trailer, pop-up trailer and slide-in camper, if towed. Lot owners in Palmetto Village at Palmetto Greens may spend weeks or months in the RV at different times, thereby requiring a

reasonable time to load and unload the vehicle (reasonable time meaning not to exceed 24 hours to load and not to exceed 24 hours to unload). No commercial vehicles, golf carts or trailers of any other description, boats, boat trailers, horse trailers, un-muffled motorcycles or vans, shall be permitted to be parked any place on the Properties, or in dedicated easement areas. Storage of the above name vehicles is permitted in homeowner's enclosed garage or approved shed.

10. **Pets, Emotional Support and Service Animals.** The Association adopts the policy of adhering to current Horry County South Carolina Statutes regarding pets, emotional support and service animals, in order to avoid the necessity for creating and administering a number of potentially controversial rules on this subject. "Any owner of a dog or person in possession, charge, custody or control of a dog is prohibited from allowing their dog upon the private property of others without the consent of the property owner."

Emotional support and service animals will be handled on a case-by-case basis by the BoD to ensure compliance with the American Disabilities ACT ("ADA"). Animals that are "individually trained to meet the needs of one person's disability" are considered to be emotional support and service animals. Pets are NEVER allowed on the golf course at any time. The ability to keep pets is a privilege, not a right, and the BoD is empowered to fine an owner and/or order and enforce the removal of any pet that becomes a source of unreasonable annoyance to other residents, or a danger to the health, safety, and welfare of other residents. NO reptiles, monkeys, rodents, amphibians, poultry, swine, rabbits, ferrets, or livestock may be kept anywhere on the Properties. No Commercial breeding or boarding of animals of any type is allowed.

11. **Household Garbage/Trash, Recycling and Horticultural Disposal.** All garbage shall be bagged and tied and containers for the storage and disposal of such material shall be kept in a clean and sanitary condition. All containers and materials placed out for collection must be removed by the end of the day of that collection. All containers are to be stored either in the garage or in the back of the dwelling. Side yard storage is permitted if containers are shielded from the street view.
12. **Architectural Review Committee.** The primary function of the Architectural Review Committee ("ARC") is to review proposed modifications to homeowners' properties and report recommendations to the BoD. The Grounds Committee will monitor property modifications or additions to the property that were not approved and for general maintenance of homeowners' properties and all common areas.

Property Modification Procedure. Forms for proposed property modifications are available from the Palmetto Greens HOA management office. These request forms must be completed for a modification or addition to the outside of a property. The form must be returned to the office with a sketch or other descriptive material showing details of the proposed modification or addition. A copy of the plat may be required. The ARC then reviews the request and reports to the BoD of its decision in writing.

Time Limits for Property Modifications. The Owner has a responsibility to complete the requested property modification within 60 days. However, if necessary, the time limits may be extended by the BoD contingent upon the size, scope and complexity of the project.

13. **Common Areas.** No Owner may alter in any way, any portion of the Common Areas, including, but not limited to, landscaping, without obtaining the prior written consent of the BoD and/or the Colonial Charters Golf Course.
14. **Hurricane Preparedness.** In the event of a hurricane, Owners are expected to take the necessary steps to secure any items that could potentially become a projectile including, but not limited to, flagpoles, garbage cans, playground equipment and outdoor furniture.
15. **Owner Absence During Hurricane Season.** An Owner who plans to be absent during the hurricane season (June 1-through November 30) must prepare the Unit and Lot prior to departure by designating a responsible firm or individual to care for the Unit and Lot, should the Unit suffer hurricane damage. The homeowners must furnish the Association with the name(s) of such firm or individual.
16. **Hurricane Shutters.** Hurricane shutters must be approved by the ARC. Temporary window storm protection devices must be removed within two weeks after passing storm.
17. **Whole House Emergency Generators.** Whole house emergency generators must be shielded from street view.
18. **Fences.** Fences shall be erected in back yard only and will be black aluminum or white vinyl material. Fences cannot exceed no more than 6' in height.
19. **Signs, Flags and Banners.** No signs of any kind shall be displayed to the public view on the Properties, except for only four (4) signs of not more than one (1) square foot indicating the names of the resident, the house number, Beware of Dog and a security system. A homeowner or tenant may only display a political sign on the premises of the property they are entitled to use, excluding common areas accessible to all members of the community, during the period beginning thirty days before and ending five days after the date of the election to which the sign relates. Small garden flags and American flags, State flags and US military service flags measuring no more than 3' x 5' are permitted. Flags should be replaced when tattered or worn.
20. **Unit Air Conditioners and Reflective Materials.** No air conditioning units may be mounted through windows or walls. No building shall have any aluminum foil placed in any window or glass door or any reflective substance or other materials (except standard window treatments), placed on any glass, except for those that are approved by the ARC for energy conservation purposes.
21. **Visibility at Intersections.** No obstruction to visibility at street intersections or Common Area intersections shall be permitted. Obstructing trees or bushes are subject to inspection, review and action by the Grounds Committee.
22. **Exterior Antennas.** Exterior antennas are permissible on any Lot or improvement thereon, subject to Federal Communications Commission's Over-The-Air-Reception-Device ("OTARD") rule. All exterior antennas and satellite dishes must not be visible from the street in front of house.

23. **Radio/TV Interference.** No electronic equipment is permitted in or on any Unit or Lot which interferes with the television or radio reception of another Unit.
24. **Drying Laundry.** No clothes lines are permitted on any portion of the Properties.
25. **Motor Vehicles without Power; Repair.** No motor vehicle which cannot operate on its own power shall remain on the Properties for more than twenty-four (24) hours. No portion of the Common Areas may be used for parking purposes, except those portions specifically designed and intended, therefore.
26. **No Fishing.** Per the Colonial Charters Golf Course, fishing is not permitted on any retention pond owned by the golf course.
27. **Potential Home Buyers.** Realtors must be knowledgeable of the Palmetto Greens Homeowners' Association, Inc. and their governing documents. The selling homeowner must provide a copy of each of the current governing HOA documents to the potential buyer.
28. **Car Covers.** No vehicle may be covered by any protective cloth, plastic, or vinyl materials.
29. **Fireworks.** In the interest of avoiding personal injuries and damages to real property, including damages from fire, the Palmetto Village HOA at Palmetto Greens, Inc. has not granted, and has no intention to grant permission to any individual or organization to ignite or discharge fireworks on any Common Area, public easement property or personal property within Palmetto Greens community. This means that fireworks may not be ignited or discharged in or on Palmetto Greens community streets, sidewalks, or open space. Also, no fireworks may be ignited or discharged before, during or after any holiday, celebration or anytime in the Palmetto Greens community.

Accordingly, if you observe anyone igniting or discharging fireworks within the Palmetto Greens community, we encourage you to call the Horry County Police Department - North Precinct to register a complaint. The emergency number is 9-1-1. The non-emergency number is 843-915-5685.
30. **Maintenance of Property.** Each Owner shall keep his Lot in good repair and neat condition. Specific maintenance items shall include:
 - a. **Exterior Mold and Mildew.** Home owners are responsible for keeping the exterior of their homes, driveways, sidewalks and screens free of mold and mildew. It is recommended that power washing be done at least once in each year, or as needed, in order to maintain a clean exterior.
 - b. **Gutters.** Any exterior building components (i.e., siding, gutters and downspouts, roof shingles, windows and doors) which are missing, broken or otherwise in a state of disrepair, must be repaired. This includes but is not limited to; structural integrity, painting, staining and sealing.

- c. *Garage Doors.* Any garage door and its components which are missing, broken, or otherwise in disrepair must be fixed or replaced. This includes but is not limited to structural integrity, painting, sealing, and windows.
 - d. *Grass, Weeds, and Mowing.* Lawns with weeds or grass over six (8") inches must be cut. All driveways and street should be free of weeds and all lawn clippings and leaves should be collected and disposed of properly.
 - e. *Maintenance and repair of mailboxes.* Homeowners are responsible for the maintenance, repair, or replacement of mailboxes on their individual property. This includes ensuring the mailbox is in good condition, stands straight, painted as needed, and is in compliance with USPS standards for placement and functionality.
31. **Stormwater Drains and Retention Ponds.** Individuals/residents are strictly prohibited from dumping hazardous materials into the stormwater drains along our neighborhood streets (Palmetto Greens Dr., Joy Way Ct and Lake Mist Ct) and the stormwater retention pond(s) located between Joy Way Ct/Lake Mist Ct and behind Palmetto Greens Drive which are owned by Colonial Charters Golf Club. Hazardous materials such as bleach, motor oil, paint, cleaning solvents and chemicals. Dumping of any of these materials are illegal and in violation of local and federal regulations. *See Clean Water Act, 33 U.S.C. § 1251 et seq.; S.C. Code of Laws, § 16-11-700; S.C. Pollution Control Act, S.C. Code Title 48, Chapter 1; S.C. Stormwater Management and Sediment Reduction Act of 1991, S.C. Code Title 48, Chapter 14 and S.C. Solid Waste Policy and Management Act of 1991, S.C. Code Title 44, Chapter 96.* Violators are subject to significant fines and potential legal action from the county and state environmental agencies, such as the South Carolina Department of Environmental Services (SCDES) or the Environmental Protection Agency (EPA). In addition, please do not dump organic yard waste into the ponds as it will decompose and deplete oxygen levels in the water, harming aquatic life. Please dispose of your household hazardous waste properly at designated county facilities. Report any instances of dumping immediately to the BoD or South Carolina Department of Environmental Services at <http://des.sc.gov/report-it>. If it is an immediate environmental emergency, call 911.
32. **Outdoor Lighting; Permanent Lighting and Holiday Lighting.** In order to maintain the aesthetic standards of the community while allowing homeowners the convenience of seasonal & holiday decorative lighting this rule is to establish guidelines for the installation and use of permanent holiday lighting systems,¹ holiday decorations and landscape lighting.

Residents may install/illuminate Halloween and Christmas holiday lighting no earlier than **45 days prior to the applicable holiday**. All such lighting and decorations must be **removed within 15 days after the Halloween and Christmas holiday**, unless otherwise approved by the Association. Permanent holiday lighting may be illuminated **for all other Federal holidays for a period not to exceed 7 days**. Permanent holiday lighting may be illuminated

¹ "Permanent holiday lighting systems" refers to a professionally installed lighting systems designed to remain attached to the exterior of a home year-round, typically installed along rooflines, eaves, or architectural features, and capable of displaying various colors or lighting patterns for holidays or special events.

during these periods provided it complies with the Lighting Nuisance Standards below. Illumination of permanent holiday lighting must be turned off during non-permitted holidays. Permanent holiday lighting requires Architectural Review Committee and Association approval. Permanent holiday lighting may be illuminated during all Federal holidays and Halloween.

Installation and Safety. All holiday lighting, permanent holiday lighting and decorations must be installed in a safe and secure manner (1) comply with local building and fire codes (2) use outdoor-rated electrical equipment and extension cords, and (3) not create safety hazards, obstruct walkways, or interfere with neighboring properties.

Holiday lighting, permanent holiday lighting and decorations may be placed on the exterior of the home and within the owner's lot. However, may not be attached to any common area property such as streetlights, traffic signs, or Association landscaping without prior written approval. The lighting or decorations should not damage exterior surfaces, roofing, gutters, or landscaping.

Lighting Nuisance Standards. Holiday lighting must not produce excessive brightness or flashing that creates a nuisance to neighboring residents, not include sound amplification, projection lighting, or displays that create excessive traffic or disturbance. All holiday lighting should be turned **off between 11:00 p.m. and 6:00 a.m.**, unless the holiday falls within that time period. This includes all holiday lighting and permanent holiday lighting.

Permanent Holiday Lighting. Prior to installation, homeowners must submit an **ARC application** to the Architectural Review Committee which includes (1) manufacturer and product specifications (2) proposed installation location(s) (3) color and appearance of the lighting track when not illuminated (4) installation method and mounting details and (5) installer information (if professionally installed. No installation may occur until written approval is granted by the ARC.

Permanent holiday lighting tracks must be installed in a concealed or minimally visible location, such as beneath roof eaves. The track or housing must be painted or manufactured in a color that closely matches the mounting surface. Wiring must be concealed and professionally installed where possible. Systems may only be installed on the front roofline and architectural features approved by the ARC. Installation must not cause damage to common elements or violate building codes.

Size and Scale. Holiday displays should be appropriate in size and scale for a residential neighborhood and should not obstruct sidewalks, streets, or neighboring property.

Maintenance. Owners are responsible for maintaining holiday decorations in good condition. Damaged, deteriorated, or hazardous decorations must be repaired or removed promptly upon notice from the Association. The homeowner assumes all responsibility for installation, maintenance, electrical safety, and any damage caused by the lighting system.

Prohibited Displays. Flashing or strobe effects outside of holiday periods are strictly prohibited. In addition, excessive brightness or nuisance lighting affecting neighbors and commercial advertising or messaging is prohibited.

33. ***Holiday Decorations.*** Only seasonal lawn decorations and non-commercial inflatable decorations are allowed. Lawn decorations must be related to Christmas and Halloween and should be in good taste. Lawn Decorations should be kept to a reasonable size, not exceeding [e.g., 10 feet in height] or [e.g., 6 feet in width], to avoid obstruction of views or other safety concerns. Wreaths, small porch decorations are permitted throughout the year.

Inflatable decorations must be placed on the homeowner's property and may not obstruct walkways, driveways, or the view of neighboring properties. They should be positioned in a manner that does not interfere with landscaping or impede pedestrian or vehicle traffic. Electrical cords and inflating devices must be securely fastened and not pose a tripping hazard. All electrical connections must comply with safety codes.

34. ***Landscape Lighting.***² Landscape lighting is permitted by the Association and includes both permanent and temporary installations, as well as all related equipment, wiring, and fixtures. Only low-voltage, energy-efficient lighting systems, such as LED or solar-powered lights, are permitted for landscape lighting. High-intensity floodlights, neon lights, or any lighting that may cause excessive glare or shine into neighboring properties is strictly prohibited.
35. ***Grandfather Clause.*** There shall be a defined period of thirty (30) days beginning on the date of passage of this document, during which a Lot owner may seek BoD approval of a condition, situation or circumstance perceived as non-compliant with these Rules and Regulations, but for which the Lot owner believes that prior approval has been previously obtained.
36. ***Enforcement.*** Failure to comply with these rules may result in a notice of violation and fines in accordance with the Association's fines policy.

² For the purposes of these rules and regulations, "Landscape Lighting" refers to any exterior low voltage lighting system that operates on 12 volts or less, installed or placed on a homeowner's property for the purpose of illuminating the landscape, garden, yard, architectural features, or any other outdoor area for decorative, aesthetic, or security purposes.

Palmetto Greens community is a residential community which we, as co-owners, want to maintain as a safe community. The BoD has the authority and responsibility to administer, interpret, and enforce the Association's Rules and Regulations, pursuant to Article XIII – of the CCR for Palmetto Greens. In the event of any question, ambiguity, or dispute regarding the meaning, intent, or application of any provision, the BoD shall have the authority to interpret and clarify such provision. Any interpretation or clarification adopted by the Board in good faith, and in a manner consistent with the Association's governing documents and applicable South Carolina law, shall be binding upon all Owners, occupants, tenants, guests, and invitees.

These Rules and Regulations are developed and approved by the BoD and is required by the governing documents to enforce them. All complaints and/or inquiries must be directed in writing to the BoD through the management company. In addition, rules may be suggested by co-owners, by written communications, to the BoD through the management company.

The Board may adopt policies, resolutions, or guidelines to clarify the intent and application of the Rules and Regulations when necessary to ensure consistent administration and enforcement within the community. Such clarifications shall not constitute an amendment to the governing documents unless otherwise required by the Declaration or applicable law.

Failure by the Association to enforce any provision at any time shall not be deemed a waiver of the right to enforce the same provision thereafter.

Good Faith Interpretation

All provisions of the Rules and Regulations shall be interpreted by the BoD in a reasonable and uniform manner intended to promote the health, safety, welfare, and property values of the community. The Board's good-faith interpretation shall control unless determined otherwise by a court of competent jurisdiction.

These Rules and Regulations dated March 16, 2026, supersede all previous Rules and Regulations and become effective fifteen (15) days from the date recorded with Horry County, South Carolina.

Approved by the Board of Directors for Palmetto Village HOA at Palmetto Greens, Inc.

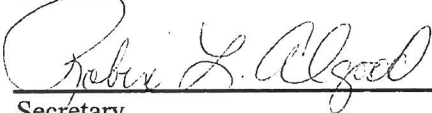
Board of Directors Signatures:



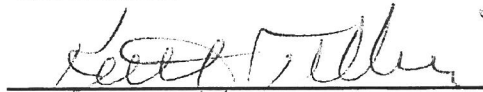
President



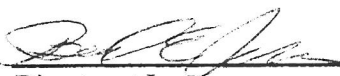
Vice President



Secretary



Treasurer



Director at Large

Dated: March 16, 2026