

**THIS AGREEMENT IS SUBJECT TO ARBITRATION PURSUANT TO  
S.C. CODE ANN. § 15-48-10, ET SEQ. (LAW. CO-OP, 1976), AS AMENDED  
ALSO KNOWN AS THE SOUTH CAROLINA ARBITRATION ACT**

## **GATE FEE AGREEMENT**

This Gate Fee Agreement (“Agreement”) is entered this the 1<sup>st</sup> day of January 2025 between the Myrtle Beach Resort Homeowners Assoc., Inc., the Myrtle Beach Resort Horizontal Property Regime, Myrtle Beach Resort Five Seasons Centre Horizontal Property Regime, Myrtle Beach Resort Ocean Front Spa Horizontal Property Regime and The Renaissance Tower Horizontal Property Regime for and in exchange for the mutual covenants and promises contained herein.

### **Background**

The Myrtle Beach Resort Homeowners Assoc., Inc. (“MBRHOA”) is the Master Association and governed by its Declaration of Covenants, Conditions and Restrictions (“Declaration”) dated April 16, 1991, and recorded in Deed Book 1465 at page 329 in the Office of the RMC for Horry County, South Carolina.

The Myrtle Beach Resort Horizontal Property Regime (“A Building”) is an individual condominium association whose owners are members of the MBRHOA and governed by its Master Deed, which was recorded on June 15, 1982, in Deed Book 750 at page 642 in the Office of the RMC for Horry County, South Carolina.

The Myrtle Beach Resort Five Seasons Centre Horizontal Property Regime (“Five Seasons”) is an individual condominium association whose owners are members of the MBRHOA and governed by its Master Deed, which was recorded on June 20, 1985, in Deed Book 966 at page 654 in the Office of the RMC for Horry County, South Carolina.

The Myrtle Beach Resort Ocean Front Spa Horizontal Property Regime (“OFS”) is an individual condominium association whose owners are members of the MBRHOA and governed by its Master Deed, which was recorded on April 15, 1983, in Deed Book 789 at page 362 in the Office of the RMC for Horry County, South Carolina.

The Renaissance Tower Horizontal Property Regime (“RT”) is an individual condominium association whose owners are members of the MBRHOA and governed by its Master Deed, which was recorded on November 28, 1984, in Deed Book 917 at page 885 in the Office of the RMC for Horry County, South Carolina.

Every Owner of a unit located in the A Building, Five Seasons, OFS, and RT is a member of the MBRHOA. Membership is appurtenant to ownership and may not be separated from the ownership of each unit. Unit ownership is the sole qualification for membership, but no owner shall have/hold more than one membership per unit.

The powers of the MBRHOA are set out in the Declaration. The MBRHOA can only collect assessments from owners and undertake the duties and responsibilities which are delegated to it by the four individual condominium associations or as set out in the Declaration. The MBRHOA must equitably apportion the costs of services it provides based upon the percentages set out in the Declaration. The ability to impose assessments rests solely with the A Building, Five Seasons, OFS, and RT as provided in their respective Master Deeds.

Myrtle Beach has a guardhouse and gates through which its owners and their guests must pass to gain access to Myrtle Beach Resort. The cost of operating and maintaining the guardhouse and the security guards which operate the guardhouse are borne by the MBRHOA but apportioned between the four individual associations as provided in the Declaration.

The members of the MBRHOA wish to defray the security costs of the MBRHOA, by continuing to charge an entry fee on a per vehicle basis upon initial access to Myrtle Beach Resort, similar to the practice initiated on Jan 1, 2024. The Terms and Conditions are revised as follows:

### **Terms & Conditions**

***Now, therefore,*** the Members through their respective Associations, A Building, Five Seasons, OFS, and RT agree to the following terms and conditions:

1. The amount of the gate fee charged to each guest vehicle upon initial entry into Myrtle Beach Resorts shall be \$5.00/day. Relatives and friends of owners shall have the option of paying a daily vehicle fee of \$5.00 if the vehicle is not parked overnight. There is no charge for maintenance, construction, food delivery, package delivery, pick-up/drop-off of persons, or medical personnel so long as the vehicle is only on the property for one of these reasons and is only on the property for no longer than necessary.
2. Collection of all fees will be received at the MBRHOA Guard House, and will be paid by credit card only, NO EXCEPTIONS. The Board of the MBRHOA shall

- give a detailed accounting of all fees received monthly.
3. An online option to prepay fees will be available for 2025. Online collection of prepay fees will be received into an MBRHOA bank account. Online payment will be paid by credit card.
  4. The MBRHOA shall provide monthly digital data of all online prepayments and Guard House payments, detailing each individual transaction, to a designated representative from each regime. Transaction data is limited to the type of pass (daily, monthly), transaction date, and associated fees (\$5, \$30). No credit card information, guest names, addresses, phone numbers, emails, zip codes, unit numbers, owner information, or other personally identifiable information is provided. Additionally, no board member has access to any payment system's raw data through the use of system login with usernames or passwords.
  5. Homeowners listed on deeds will not be charged. Immediate family members (father, mother, son, and daughter) will not be charged a fee, but they must have an owner sticker.
  6. The funds collected shall be designated for payment of the property wide security up to the budgeted income amount of \$500,000 for the MBRHOA and will be used to reduce the security assessment portion of the budget. This designation shall only be changed upon unanimous vote of all four of the MBRHOA Board of Directors appointed by the individual condominium associations in favor of changing this designation. After the \$500,000 budgeted amount is collected, for any excess gate fees collected, the MBRHOA must equitably distribute the excess funds to each regime based upon the percentages set out in the Declaration. Excess funds will be distributed monthly.
  7. The gate fee is \$5 per day year round for short term rentals. Monthly/annual guests shall pay \$30.00 per month for the months of January, February, March, and October, November, and December and \$50.00 per month for the months of April, May, June July, August and September.
  8. All maintenance, construction personnel, employees of Management Companies or employees of the Regimes will be free. This group will receive a different tag for identification purposes.
  9. Each owner is permitted to purchase up to 5 RFID stickers, including the

stickers for the owners' vehicles. Each RFID sticker purchased by the owner that is assigned to a family/friend must be registered to the person's vehicle to which it is affixed. Once the RFID sticker is registered it is not transferable to any other person and must be affixed to the appropriate area of the windshield. The parking pass hang tag cards for non-owners will be a different color. These hang tag cards can only be used for up to 2 consecutive weeks per stay. Lost RFID stickers must be reported to the property management company and will be deleted from the system. A replacement RFID sticker can be issued for \$25.00 and must be registered under the same name as the original RFID sticker that was issued. Any RFID purchased for the family/friend that is not listed in the category (Owner, Spouse, Mother, Father, Daughter, or Son) will be charged \$100.00 for the RFID stickers. These RFID stickers are non-refundable.

10. Any owner who tries to circumvent the process by obtaining extra homeowner stickers, RFID stickers or passes for friends or guests will be fined \$100.00 per occurrence. This includes attempts to duplicate parking passes.
11. Upon unanimous vote of all the Directors of the MBRHOA appointed by the A Building, Five Seasons, OFS, and RT these terms and conditions may be changed as deemed necessary.
12. This Agreement must be entered into each year after the original commencement date by means of a motion, second to that motion, and a passing vote by each of the Board of Directors of the A Building, Five Seasons, OFS, and RT. This Agreement will not have to be re-executed each year, but the assent of each Association shall be reflected in the official minutes of the MBRHOA by means of a motion, second to that motion, and the unanimous vote of the A Building, Five Seasons, OFS, and RT. Should any regime not approve the renewal of this Agreement by October 31 of the year immediately prior to the renewal year, then this Agreement does not renew and is terminated on December 31 of the year immediately prior to the renewal year.
13. This Agreement will go into effect on January 1, 2025.
14. This Agreement may not be terminated during any term after it is unanimously adopted by the A Building, Five Seasons, OFS, and RT.
15. This Agreement shall be governed by and interpreted in accordance with South Carolina law.

16. The failure of the A Building, Five Seasons, OFS, and RT to insist upon the strict performance of any of the terms of this Agreement shall not constitute a waiver of future enforcement of the terms of this Agreement, but the terms shall be and will remain in full force and effect.
17. This Agreement shall be binding upon the A Building, Five Seasons, OFS, and RT and be binding upon their respective successors and assigns.
18. This Agreement contains the entire agreement between the A Building, Five Seasons, OFS, and RT and shall not be modified in any manner except in writing executed by the A Building, Five Seasons, OFS, and RT. If any term of this Agreement or application shall be determined to be invalid or unenforceable, the remainder of this Agreement and its application shall not be affected such determination, and the remaining terms of this Agreement shall be valid and shall be enforced to the fullest extent permitted.
19. Before any party to this Agreement may pursue the process or remedies set out in the Dispute Resolution section of this Agreement, the party against whom default is alleged, must be given written notice at the address set out below of the alleged default and forty-five days to cure the alleged default.
20. In the event any dispute arises under the terms of this Agreement it shall be resolved in accordance with the *S.C. Code Ann. § 15-48-10, et seq. (Law. Co- op., 1976)*, as amended, also known as the *South Carolina Arbitration Act*. However, before seeking to resolve any dispute by arbitration, the parties shall engage in mandatory mediation with a certified mediator within thirty days of receipt of the written notice to the other party. All costs of mediation shall be borne equally by the parties to the mediation on a pro-rata basis. If the parties are unable to resolve the dispute by mediation, the parties agree to resolve the dispute by arbitration. There shall be a single arbitrator selected by the parties. If the parties are not able to agree on an arbitrator, the arbitrator shall be selected by the Chief Administrative Judge for Civil Matters of the Court of Common Pleas for Horry County. The arbitration shall be conducted in accordance with the *S.C. Code Ann. § 15-48-10, et seq. (Law. Co-op., 1976)*, as amended, also known as the *South Carolina Arbitration Act* and the *South Carolina Alternative Dispute Resolution (ADR) Rules*. The prevailing party,

based upon the Arbitrator's award, shall be awarded all costs in connection with the arbitration including all the prevailing parties' attorney's fees. The arbitration shall be binding upon parties from which there shall be NO right of appeal.

21. Each of the signatories to this Agreement certifies they have the authority to bind each of their respective Associations and they have signed this Agreement only after receiving direction and authority from the A Building, Five Seasons, OFS, and RT to execute this Agreement on their respective behalf.
22. All notices and communications required to be sent pursuant to the terms of this Agreement shall be in writing and shall be mailed to the following:
  - a. The Myrtle Resort HOA,  
Inc. C/O Empress  
Management 4615 Oleander  
Drive  
Myrtle Beach, South Carolina 29577
  - b. Myrtle Beach Resort HPR,  
Inc. C/O FirstService  
Residential  
11822 US Highway 17 Bypass  
South Murrells Inlet, South Carolina 29576
  - c. The MBR Ocean Front SPA HPR, Inc.  
5907 South King Highway, Unit 237  
Myrtle Beach, South Carolina 29575
  - d. The Renaissance Tower HPR,  
Inc. C/O Empress Management  
4615 Oleander Drive  
Myrtle Beach, South Carolina 29577
  - e. The MBR Five Seasons Centre HPR, Inc.  
C/O FirstService Residential  
11822 US Highway 17 Bypass  
South Murrells Inlet, South Carolina 29576.

***In witness whereof***, the parties hereto have caused this Agreement to be executed as of the date stated above.

**As to Myrtle Beach Resort HOA, Inc.**

*Nancy Moore*  
Nancy Moore (Oct 22, 2024 13:41 EDT)

---

BY: Nancy Moore  
ITS: President

*Shawna Goodwin*

---

BY: Shawna Goodwin  
ITS: Secretary

**As to The Myrtle Beach Resort HPR, Inc.**

*Jess Dawson*  
Jessica Dawson (Oct 24, 2024 18:49 EDT)

---

BY: Jessica Dawson  
ITS: President

*Robin A. Cholowski*  
Robin A. Cholowski (Oct 24, 2024 19:11 EDT)

---

BY: Robin Cholowski  
ITS: Secretary

**As to The Myrtle Beach Resort Five Seasons Centre HPR, Inc.**

*Joseph F Domagala*  
Joseph F Domagala (Oct 24, 2024 19:19 EDT)

---

BY: Joseph Domagala  
ITS: President

*Mari Garcia*  
Mari Garcia (Oct 24, 2024 20:04 EDT)

---

BY: Mari Garcia  
ITS: Secretary

**As to The Myrtle Beach Resort Ocean Front Spa HPR, Inc.**

*Mark Borland*  
Mark Borland (Oct 24, 2024 08:55 EDT)

---

BY: Mark Borland  
ITS: President

*Renee Cypher*  
Renee Cypher (Oct 25, 2024 10:22 EDT)

---

BY: Renee Cypher  
ITS: Secretary

**As to The Renaissance Tower HPR, Inc.**

*Michael Duff*  
Michael Duff (Oct 24, 2024 20:23 EDT)

---

BY: Michael Duff  
ITS: President

*Tina Ewing*  
Tina Ewing (Oct 25, 2024 09:12 EDT)

---

BY: Tina Ewing  
ITS: Secretary