

# **Hilton Head Resort**

## **FOUR SEASONS CENTRE**

**663 William Hilton Parkway  
Hilton Head Island, South Carolina 29928  
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## **RULES & REGULATIONS**

***Approved at the August 24, 2013 Board Meeting  
By the Board of Directors***

# **2013**

This document replaces all earlier versions of Rules & Regulations. Where this document conflicts with the Master Deed or By-Laws, the Master Deed or By-Laws shall control. rev 8/23/13

# **HILTON HEAD RESORT**

## **FOUR SEASONS CENTRE**

### **RULES & REGULATIONS**

**In accordance with the By-Laws of the Council of Co-Owners, Article XIV mandates the promulgation of Rules & Regulations by the Board of Directors.**

IN ADDITION TO THE MASTER DEED AND BY-LAWS, THE FOLLOWING ARTICLES CONTAIN SPECIFIC RULES & REGULATIONS INTENDED FOR THE DAILY OPERATION, MAINTENANCE, APPEARANCE AND THE USE AND ENJOYMENT OF THE RESORT FOR ALL OWNERS AND GUESTS. PLEASE BE REMINDED THAT OWNERS HAVE THE ULTIMATE RESPONSIBILITY FOR THE CONDUCT OF THEIR GUESTS AND VISITORS, AND THE BOARD OF DIRECTORS RESPECTFULLY REQUESTS COMPLIANCE WITH THE FOLLOWING ARTICLES BY ALL. ANY QUESTIONS OR CONCERNS REGARDING THESE ARTICLES SHOULD BE DIRECTED TO THE RESORT GENERAL MANAGER AND/OR CHIEF OF SECURITY FOR CLARIFICATION.

**THANK YOU FOR YOUR COOPERATION.**

## **ARTICLE I – GENERAL**

**Section 1.1- COMPLIANCE.** Hilton Head Resort is a private gated community for the exclusive use and enjoyment of its owners and their guests. No person shall have access to the resort or its amenities without prior authorization by the Regime. Such authority is evidenced by passes issued by Security, as empowered by the Board of Directors. No improper, offensive or unlawful use of the premises is permitted within the Hilton Head Resort.

**Section 1.2-INDEMNIFICATION.** Owners shall be ultimately and absolutely responsible for their actions and the actions of their tenants, visitors, vendors, and guests. Owners will defend, indemnify and hold the association harmless for the actions of their children, tenants, visitors, vendors, guests, pets, servants, employees, agents, invitees or licensees.

**Section 1.3-USE AND OCCUPANCY.** Villas are to be used for residential purposes only. No solicitation, advertising, business operation or commercial activity is allowed within any villa or on any common property other than a commercial unit so designated in the Master Deed. No signs or advertising may be visible from the outside of a Villa. Signs/advertisements can only be displayed on Bulletin Boards by the Regime Office.

Overnight occupancy for Guests staying 21 days or less, shall not exceed six (6) adult persons in a two-bedroom villa or eight (8) adult persons in a three-bedroom villa; overnight occupancy over 21 days is limited to four (4) adults in a 2 bedroom villa or six (6) adults in a 3 bedroom villa.

## ARTICLE II – APPEARANCE

**Section 2.1-BALCONIES AND FRONT PORCHES.** Balconies must be kept clean and neat and may not be used for storage. Grills, hibachis or open flames are not allowed on balconies or porches. All outdoor furniture should be properly maintained and in presentable condition. During short-term visits, items related to the enjoyment of the beach or pool will be allowed to be stored on Front Porches and/or Rear Balconies for a period up to fourteen (14) consecutive days, with the following exceptions:

**Prohibited:** Bicycles, Surf Boards, Canoes, and Kayaks. However, these items may be stored on the tops of vehicles as long as the vehicles are not parked under any Buildings.

**REMINDER:** Nothing (including towels), may be hung from or over any railings at any time! Nothing is to be affixed to walls, railings or ceilings on any porches or balconies.

**Section 2.2-WINDOWS.** All exterior windows must have screens in place and must be maintained in good condition. All windows and patio doors must have white or off-white blinds showing from the outside view. Curtains, draperies or similar items visible when the blinds are open or in the raised position must, when viewed from the outside, be white or off-white. Window fans and window air conditioners, blankets, newspapers, wrapping paper, decals, or signs etc. on or in windows are not allowed.

**Section 2.3-BICYCLES.** Bicycles must be stored in designated bicycle storage areas only and are not permitted above the ground level of any building. Bicycles may not be ridden on any walkway or hallway. (Bicycle riding on the boardwalk is prohibited from: 1 week prior to Memorial Day until 1 week after Labor Day). Bicycles stored on property over 21 days, must be registered with Security. Skate boarding is prohibited on property. Rollerblading is allowed only on Ground Levels.

**Section 2.4-PETS.** No pets of any kind are allowed on Hilton Head Resort premises or in any villa with the exception of ‘service pets’ as approved by the Board.

**Section 2.5-TRASH DISPOSAL/LITTERING.** All household garbage and trash must be placed in leak-proof bags and disposed of in one of the dumpsters (which may be used for these items only). Household trash must not be allowed to accumulate within a villa, be left on a porch or balcony or in any common area, and shall not be placed in waste containers other than the designated dumpsters.

All construction waste, replaced furniture including replaced appliances must be removed from property daily. Disposing of construction waste or old furniture or appliances in the community’s trash dumpsters is prohibited. All common areas surrounding and approaching the work site must be cleaned daily and at the end of the job. All construction waste and materials and replaced furniture and/or appliances are prohibited from blocking access of common walkways.

Waste receptacles are provided throughout the property. Littering is strictly forbidden; cigarette butts are considered litter and must be disposed of properly.

**Section 2.6-FRONT DOOR.** Maintenance of the front door to a villa is the owner’s responsibility with the exception of normal wear and tear to the painted surface. Damage to the painted surface from luggage carts and the like will be repaired by the Association and charged to the owner.

**Section 2.7-INTERIOR.** Villas shall be maintained to the minimum maintenance and repair standards adopted by Resolution of the Board of Directors dated December 29, 1999\*. The Board has the right to verify compliance by inspection at any time whether or not an owner or occupant is present. Owners should inform their guests that entry must be provided for Pest Control purposes, Maintenance problems and Security issues as determined appropriate by the Association.

**Section 2.8-HOLIDAY DECORATIONS.** Exterior holiday decorations will be limited to the times and scope as provided in the Notices” given by the Regime Management prior to the actual holiday.

## **ARTICLE III – BEHAVIOR**

**Section 3.1-DISTURBANCE.** Any noise whatsoever that may be heard by an adjoining villa with its doors and windows closed shall be considered too loud.

**Section 3.2-WALKWAYS ARE QUIET ZONES.** Between the hours of 11:00pm and 6:00am, the walkways, parking areas, elevators and elevator lobbies shall be kept quiet. Loud talking, yelling, running or horseplay in these areas is not allowed and is considered a disturbance. Congregating in common walkways over an extended period of time will be considered blockage of access to others.

**Section 3.3-ALCOHOL IN COMMON AREAS.** Alcoholic beverages must be kept in non-descript containers i.e. ‘koozies’ while in Common areas. No glass is allowed around any of the pool areas.

**Section 3.4-SMOKING.** Smoking, or carrying a lit cigarette, cigar or pipe, is prohibited inside the elevators, restrooms, game rooms, owners lounge, convenience store, administration building and anywhere within the common areas or interior porches of building #3 (Atrium Building). Smoking is not permitted at either of the outdoor pools except at the outside bar in building 1.

**Section 3.5-THE LAGOONS.** SC State Law forbids feeding or molesting alligators. **Strict enforcement and Fines will apply.** NO Fishing or Crabbing Allowed in Lagoons or Marsh.

## **ARTICLE IV – RECREATIONAL AMENITIES**

**Section 4.1-LIMITED USE.** All recreational facilities, open space, the boardwalk and the beach cabana are limited to use by the villa owners, their tenants and invited guests, and shall be used for the purposes for which they are designed. **All facilities are used at the risk and responsibility of the user and the user shall hold the association harmless from damage or claims by virtue of such use.** All recreational amenities as well as the picnic areas, boardwalk and beach cabana shall be properly used and must not be abused, vandalized, overcrowded or operated in such a manner as to prevent or interfere with permitted play or use by others. Boisterous, rough or dangerous activities or behavior is prohibited. The number of guests from any one villa, at any one time, may be limited by the Chief of Security. Please report all dangerous conditions to Security.

**Section 4.2-CHILDREN.** Parents, villa owners or all adult occupants of a villa that one or more children are visiting, occupying or residing within, shall direct and control the activities of those children in order to assure their safety, welfare and their conformance with these rules and regulations. Parents and guardians will be responsible for violations or damage caused by their children whether or not the parents/guardians are present. Children under the age of twelve (12), must be accompanied by an adult anywhere on the premises outside the villa.

**Section 4.3-USE OF POOLS & SPA.** NO LIFEGUARDS ARE PROVIDED! SWIM AT YOUR OWN RISK! Follow posted rules at each pool. Appropriate swimwear is required. No cutoffs or street clothes allowed. Persons wearing diapers must wear waterproof diapers. No glass or sharp objects in or around the pools. Personal music devices, and all other sound emitting devices may be used only with earphones. Children under the age of twelve (12), must be accompanied by an adult at all times.

**Section 4.5-USE OF TENNIS COURTS.** Tennis courts are to be used for tennis only. Follow posted rules and respect other waiting players. No one is permitted on the tennis courts without proper shoes, clothing and equipment. No glass or sharp objects inside fenced court areas. Courts are subject to restrictions during tournament play.

**Section 4.6-USE OF EXERCISE EQUIPMENT & SAUNA.** Follow posted rules and hours of operation. No Food or drink is allowed in these areas. THIS IS A NON-SUPERVISED ACTIVITY AND ALL USERS DO SO AT THEIR OWN RISK.

**Section 4.7-USE OF BOARDWALK & CABANA.** The marsh is an ecologically sensitive area and must not be disturbed. Do not leave the boardwalk or the path on the island. Do not walk on the rails. Use of the boardwalk is at the user's risk. Wear appropriate foot- wear. The boardwalk will be closed (Gates locked) during posted hours.

## ARTICLE V – VEHICLES

**Section 5.1-REGISTRATION.** All vehicles regularly entering the property must be registered with Security and display a pass or decal thereon. Long-Term Guests (anyone staying more than 21 days, must obtain a Vehicle Decal for their vehicle within two (2) business days from the start of their occupancy. To obtain this decal you must present a copy of your current Driver's License, proof of current insurance and your current vehicle registration. Also, if you are not the owner of the vehicle you must have a notarized note from the vehicle owner stating you have their permission to drive said vehicle.

Visitors and guests staying 21 days or less will be provided a temporary pass at the main gate upon request from an owner, tenant or previously authorized guest. Commercial vehicles containing signage and a commercial license plate will not be issued a vehicle pass but must abide by the current commercial vehicle rules. Guests whose sole means of transportation is a commercial-type vehicle (see description below) will be issued a vehicle pass for a period of no more than seven (7) days in any calendar year.

Abandoned, unlicensed, uninsured, poorly maintained or inoperable vehicles are not permitted on the premises and will be towed at the vehicle owner's expense. Vehicle repair, maintenance and washing are strictly forbidden. Pickup trucks and other vehicles with tailgates or lifts must keep them up at all times while on property. Vehicles leaking fluids will be considered poorly maintained and are not allowed to park under any buildings and will be subject to tow at owner's expense.

**Section 5.2-LIMITATIONS.** Due to the limited availability of parking, the Chief of Security shall have the right to limit parking to only two (2) registered vehicles and one (1) visitor vehicle per villa when Security deems that it is necessary. Parking of boats, trailers or other attached vehicles is not allowed without *prior* authorization from the Chief of Security. Motor Coaches are not permitted. The prohibition against parking in fire lanes, handicap spaces and other "No Parking" zones will be strictly enforced. Loading Zones are not to be used for extended parking.

**Section 5.3-SPEED LIMIT 10 MPH.** A speed limit of 10 miles per hour is strictly enforced on all roads, drives and parking areas of the property.

# ARTICLE VI – COMMERCIAL & MISC. ACTIVITY

**Section 6.1-COMMERCIAL VEHICLES WORKING ON PROPERTY.** *A Commercial-type vehicle includes any vehicle with: (1) more than 2 axles, (2) a gvw of 5000lbs or more or (3) a commercial license plate.* All Commercial vehicles must abide by the current commercial vehicle rules to enter the property and must comply with all rules relating to Vendor Passes. Use of a visitor pass to circumvent this policy is grounds for suspension of said vehicle's right to access the property. Commercial Vehicles are only allowed to enter the property between the hours of 7 AM and 6 PM Monday through Saturday, emergencies excepted. Overnight parking of commercial vehicles is strictly prohibited. Owners may request special permission for up to a 1 week pass for Privately Owned commercial vehicles if the situation warrants; which may be approved or denied at the discretion of the Association. Any commercial tools, materials or equipment stored in the bed of a truck must be contained within the bed and properly covered with a clean covering.

**Section 6.2-MOVING IN/OUT.** Whether a commercial mover or occupant, use of elevators and parking areas for moving must be pre-arranged with security. Moving must commence between 9 AM and 5 PM, and must be completed by 7 PM the same day. Moving trucks may not remain on property overnight without approval by the Chief of Security. Trucks may not be parked in restricted areas. No contractors may use Hilton Head Resort luggage carts for any reason.

**Section 6.3-QUIET TIMES.** Whether work is being performed by a contractor or by the owner, work that disturbs the peaceful enjoyment of other owners or guests is prohibited after 7 PM, and before 9AM. On Saturdays, quiet work is allowed with prior registration and approval by Security, between 9 AM and 7 PM. No work is allowed on Sundays.

**Section 6.4-PROPERTY DAMAGE.** Villa owners, their tenants, guests and contractors who use the elevators, parking areas, walkways or other common areas for staging or moving furniture or equipment must take precautions so as to not damage any property. Any damage, to any common area, for any reason, shall be repaired by Hilton Head Resort at the owner's expense.

**Section 6.5-LAUNDRY.** Coin operated laundries are available in each building on a first come basis. Please follow posted rules and precautions. Do not leave your laundry unattended. Hours of operation are between 7 AM and 11 PM. If your laundry is in a machine at closing time, you will not be able to recover it until the next morning.

# ARTICLE VII – CONSENT & APPEALS

**Section 7.1-CONSENT IN WRITING.** Any consent or approval required by these rules must be obtained in writing by the Chief of Security or General Manager prior to undertaking the action to which it refers.

**Section 7.2-APPEALS.** An appeal of a citation, fine or any other matter related to the Rules & Regulations must be made within ten (10) days of the date of the citation. ALL appeals or formal complaints regarding a rule, its enforcement or imposed penalty, must be made in writing addressed to: the Chief of Security [CC: the Board of Directors] at 663 William Hilton Parkway, Hilton Head, SC 29928. While the appeal is pending, the matter will be tabled until a final decision is issued. The Board of Directors will automatically review all denied appeals and issue a final judgment. All judgments of the Board are final and compliance must be complete within 7 days after the judgment is issued.

# ARTICLE VIII - ENTRY ACCESS

## Section 8.1-DEFINITIONS.

**Owner:** An individual having legal title to the property as provided in a recorded deed. If owned by a partnership, all General Partners identified in a properly executed Partnership Agreement provided to the General Manager will be considered owners; if a corporation, all shareholders as indicated in their Articles of Incorporation, whose names have been filed with the General Manager. (This definition excludes adult children of Owners unless they are on the deed. It also excludes owners while engaged in activity which would fall within the definition of a Vendor.)

**Long-term Guest:** An individual residing at Hilton Head Resort for more than twenty-one (21) days.

**Short-term Guest:** An individual residing at Hilton Head Resort for twenty-one (21) days or less, but more than 24 Hrs.

**Day Visitor:** An individual visiting an Owner, Long-Term Guest or Short-Term Guest, who is not a Vendor, and staying on property for no more than 24 Hours only). A Day visitor cannot call in passes for someone else.

**Social Guest:** Someone who resides in a Villa, for 21 days or less, with the Owner who is residing with them. Social Guests must register at the front gate and receive a temporary guest card for their stay.

**Winter Guest:** (From 01 October thru 01 May only) - The Lease may be up to 35 days in length and may be renewed not to exceed 60 days in length from the initial start date of the original Lease and all guests must agree to leave voluntarily at the end of the Lease. Owners or their Property Managers and all adult Guests must sign a sworn Affidavit warranting that they are in no way establishing residency anywhere on Hilton Head Resort property. No Background Checks will be required under the above conditions.

**Vendor:** Generally any person whose presence on the Hilton Head Resort's premises has, as its purpose, any activity of a commercial or business nature. (This includes Owners and Guests while engaged in, or whose purpose for being on Hilton Head Resort's premises is, any activity of a commercial or business nature). A Delivery Vehicle is a Vendor vehicle whose sole purpose of entry is the delivery of food or goods with no services to be provided by the Vendor other than the delivery itself.

## Section 8.2-PASSES & ID CARDS.

**ALL persons are required to register before being granted access to the Hilton Head Resort.**

A Vehicle Decal is used to identify a vehicle that has met our requirements. A Resort personal ID Card is used to identify an individual, the Villa# they are staying in, their Realtor and the dates authorized to visit. All Long-Term Guests must be completely registered (individuals and vehicles) within two (2) business days from the start of their lease.

The HHR ID card must be presented each time the guest enters onto Hilton Head Resort property.

**PRE-AUTHORIZATION IS REQUIRED FOR CONTINUING ACCESS:**

**Pre-Authorized Occupant:**

**Owner:** Picture identification cards are issued by the Regime Office upon receipt of proof of ownership. These cards carry no expiration date.

**Long-Term Guest:** Picture identification cards (for a fee) are issued by the Security Office after receipt of a copy of the Lease, a properly completed Lease Addendum, two forms of acceptable identification and a Background Check (if required) has been accepted. These cards expire on the lease expiration date and must be renewed when the lease is renewed. A copy of the Hilton Head Resort Rules & Regulations must be attached to all written Leases/Rental Agreements. Long-term guests, upon each entry onto Hilton Head Resort property, must show their ID cards.

**Short-Term Guest:** A temporary Guest card is issued by Security upon receipt of a properly completed “Multi-Day Request” form from an Owner or Owner’s previously authorized travel agent or rental agent, or a Long-Term Guest. This can be accomplished at the Main Gate.

**Visitors:** Visitor passes are for a person visiting a pre-authorized occupant.

**Day-Visitor:** A one-day Visitor Pass is issued by Security upon a request by telephone (843) 785-6654, or in person, by an Owner, Long-term Guest, Short-term Guest or Multi-Day Visitor, to the Main Gate. All Day-Visitors MUST be accompanied by a pre-authorized occupant at all times while in the common areas. A visitor may not request a Visitor Pass. No more than five (5) individuals will be issued passes to a villa during any one day. Visitor’s Passes expire at 12 midnight.

**Multi-Day Visitor:** A Multi-Day Visitor Pass may be issued for no more than 21 Days by Security upon request of an Owner, Long-term Guest or Short-term Guest. This Pass cannot be renewed. An application for this pass must be made in writing to Security at the Main Gate on the form provided. (A Multi-Day Visitor Pass cannot be issued for any period of time extending beyond the expiration of the Guest Pass of any Guest requesting a Multi-Day Pass).

**Winter Guest:** (From 01 October to 01 May only) – A Lease (or letter signed by the owner, stating the names, the Villa number and the dates of occupancy), two forms of personal ID and all paperwork pertaining to “Winter Guests”, are required for each adult residing at the Hilton Head Resort as a Winter Guest. Adult Winter Guests are required to obtain a Hilton Head Resort ID Card (Temporary, No picture) at no cost.

**Pick up/Drop Off:** **\*\*Time Limits\*\*** are Strictly Enforced - Security may deny access if any of the below procedures are not properly completed.

**PICK UP:** No pass is required under the following conditions: The person making the pick-up must register at the Main Gate and provide the Villa #, name of person being picked up, description and license plate number of vehicle. This information and the time of arrival will be recorded on the “PICK UP/DROP OFF SHEET”. Visitor will have no more than **\*\*20 minutes** to complete pick up.

**DROP OFF:** Tenant(s) in the drop off vehicle must show their ID Card and the Visitor must register at the gate and provide Security with their names, vehicle description, its license plate number and time of arrival. Visitor will have **\*\*20 minutes** to complete drop off.

**VENDORS:** Vendors may be issued Passes by Security for the amount of time necessary to complete their intended business/commercial activity, not to exceed ten (10) hours, upon displaying a Vendor Pass and advising of their destination within the premises, the nature of the activity to be engaged in, the person(s) hiring them/Villa Number and the anticipated duration of their presence on the property. Delivery Vehicles may obtain a Pass for no more than the time necessary to complete the delivery, not to



exceed four (4) hours, upon compliance with all of the foregoing, except that Delivery Vehicles need not present a VendorPass.

**\*\* Expired Or Altered Passes Or I.D. Cards Will Be Confiscated And Access Will Be Denied. \*\***

**Section 8.3-VEHICLE PASSES & DECALS.** All vehicles entering the property and while on property are required to display a pass or decal issued by Security. An application for vehicle decals must include the current vehicle registration, current insurance information and a current Drivers License.

**Owners:** Up to two (2) vehicle decals may be issued to each owner of record upon application. Owner decals must be renewed on July 1<sup>st</sup> of odd years. **Decals are not transferable.**

**Long-Term Guests:** Up to two (2) vehicle decals per villa may be issued with application. Six (6) month and Twelve (12) month decals are available for a fee based on the length of the lease.

**Short-Term Guests:** Up to two (2) Multi-Day Passes per villa may be issued to Short Term Guests at no cost, upon application. These passes will be good for the length of their stay (no more than 21 Days).

**Winter Guests:** (From 01 October thru 01 May only) Up to two (2) decals per villa may be issued, for a fee, upon application. These Passes will be good for the length of their stay (up to 60 days).

**Visitors:** A Visitor's Pass may be issued, at no charge, upon application by a pre-authorized occupant. These passes will be good until 12 midnight, at which time they will expire. A Day-visitor is not authorized to call in a pass for another visitor or for himself. A Day-visitor's vehicle must also meet the above vehicle requirements for Vehicle Passes & Decals. The Chief of Security shall have the right to limit passes to one per villa.

**Vendors:** Vendor Vehicle Passes are issued by Security upon receipt of a completed Vendor Vehicle Decal Application and all documentation required by Section 8.2. Vendor Vehicle Passes are valid for entry for commercial/business purposes only, and are not valid for overnight parking or any time when the Vendor is not engaged in commercial/business activity.

SHARING, SELLING, TRANSFERRING OR OTHER ABUSE OF DECALS OR PASSES IS NOT PERMITTED. VIOLATORS ARE SUBJECT TO CONFISCATION OF DECALS AND/OR PASSES AND MAY BE EJECTED FROM HILTON HEAD RESORT, AND THE OFFENDER WILL NOT BE ALLOWED TO BRING HIS OR HER VEHICLE ON PROPERTY.

## **ARTICLE IX-FINES**

**ARTICLE IX (C) of the Hilton Head Resort Four Seasons Centre By-Laws empowers the Board of Directors to fix, impose and remit fines and penalties for violations of the Master Deed, By-Laws and/or Rules & Regulations of the Hilton Head Resort.**

OWNERS, GUESTS, VISITORS AND VENDORS ARE SUBJECT TO ALL FINES AND OTHER PROVISIONS AS SET HEREIN. FURTHER, VENDOR'S PASSES CAN BE REVOKED, AND ENTRY REFUSED, UPON ANY VIOLATION OF ANY PROVISION OF THE HILTON HEAD RESORT'S MASTER DEED, BY-LAWS, RULES OR REGULATIONS.

**The amount of any fine remaining unpaid after 30 days will be levied as an assessment against the owner, and may be collected in the same manner as any other assessment. Hilton Head Resort does not waive its right to pursue any other remedy available and reserves the right to do so when appropriate.**

**HILTON HEAD RESORT**  
**FOUR SEASONS CENTRE**  
**VIOLATIONS & FINES**

Depending on the nature and/or severity of the infraction, Security may first issue a Warning or Citation with a (time) Period to Cure. Repeat Warnings, expired Period to Cure or serious infractions will incur a minimum of the fine posted below. In addition to a citation and fine, violators may be summarily ejected from recreational facilities by security and not allowed to return until an appeal (if made) is heard by the Chief of Security and/or the Board of Directors.

See **ARTICLE VII, Sec. 7.2** CONTAINED HEREIN, WHICH PROVIDES GUIDELINES FOR APPEAL OF CITATION FINES OR ANY OTHER MATTERS RELATING TO RULES & REGULATIONS.

**Federal, State And Local Laws Must Be Obeyed At All Times. No infractions will be tolerated and the maximum fine will be assessed without warning.**

**SECTION 1: In addition to remedies provided by law, the following infractions in this section will be subject to Fine without Warning and no Period to Cure, as indicated below:**

<u>Infraction</u>	<u>Warning (Y/N)/ Period to Cure</u>			<u>Min. Fine</u>
A. Public Disturbance	N	/	0	\$100.00
B. Possession of Drugs	N	/	0	100.00
C. Assault	N	/	0	100.00
D. Destruction of Property	N	/	0	100.00
E. Discharge of Firearm	N	/	0	100.00
F. Tampering with Fire Safety Equipment	N	/	0	100.00
G. Use of Fireworks	N	/	0	50.00

**SECTION 1a: Infractions in this section may result in the issuance of a Warning or a Fine without any prior Warning at the discretion of Security:**

<u>Infraction</u>	<u>Warning (Y/N)/ Period to Cure</u>			<u>Min. Fine</u>
H. Grill or Open Flame				
Outside Designated Area	—	/	0	\$ 50.00
I. Improper Disposal of household Trash	—	/	0	50.00
J. Littering	—	/	0	50.00
K. Damage to Property (+ repair cost)	—	/	0	50.00
L. Parking - 30 Minute Loading Space	—	/	0	50.00

M. Parking – Fire Lane or Handicap Violation	<u>N</u>	/	0	100.00
N. Unregistered Long-Term Guest	<u>N</u>	/	2 business days	50.00/day
O. Feeding or Molesting Alligators	—	/	0	250.00

### Violations & Fines (cont.)

**Section 2: Infractions in this section will receive a Warning or Citation with Period to Cure for 1<sup>st</sup> Offense Violations. 2<sup>nd</sup> Offense Violations or expired Cure period will be subject to Fines as listed below:**

<u>Infraction</u>	<u>Warning (Y/N)</u>	<u>/</u>	<u>Period to Cure</u>	<u>Min. Fine</u>
A. Pets or Animals	Y	/	0	50.00
B. Disturbance, Music, Noise	Y	/	0	25.00
C. Loitering, Congregating, Blocking Access	Y	/	0	25.00
D. Alcohol not in an approved container	Y	/	0	25.00
E. Rollerblade, Skateboard, Bicycle use Violation	Y	/	0	25.00
F. Refuse entry for Authorized Personnel	Y	/	0	25.00
G. Smoking in Non-Smoking Areas	Y	/	0	25.00
H. Abuse Pick up/Drop-Off Rule	Y	/	0	25.00
I. Tenant did not show ID Card at Gate	N	/	15 minutes	25.00
J. Offensive conduct to a HHR Staff or Security	Y	/	0	25.00
K. Abuse of Holiday Decorations	Y	/	3 days	25.00
L. Contractor Restrictions:				
1. Blocking Access	Y	/	0	50.00
2. After Hours Violations	Y	/	0	50.00
3. No Pass, Permit, or Regime-issued ID card	Y	/	1 day	50.00
M. Vehicle/Parking Violations:				
1. Speeding or Reckless Driving	Y	/	0	25.00
2. Abuse of Decal by owner or resident	Y	/	1 day	50.00
3. Improper Parking	Y	/	0	25.00
4. Vehicle Repair	N	/	0	25.00
5. Unlicensed, Inoperable Vehicles	Y	/	7 days	25.00
6. Tailgates Down	Y	/	0	25.00
7. Removal of clothes from Laundry	Y	/	0	25.00
N. Porch/Deck Violation	Y	/	1 day	25.00
O. Improper use of HHR luggage cart	Y	/	0	25.00

### Section 3: Owner/Unit Violations

A. Improper or Unauthorized Occupancy	Y	/	1 business day	25.00
1. Use of owner decal for visitor				
2. Improper Owner Vehicle Decal				
3. Owner ID card misuse				
B. Failure to Provide Key to Regime office	Y	/	7 days	50.00
C. Improper Window Covering, Screens or A/C unit	Y	/	___ days	50.00 (1 <sup>st</sup> offense)
D. Use of Villa for Non-Residential Purposes	N	/	0	50.00

<b>E. Unregistered Long-Term Guest</b>	<b>N / 2 business days</b>	<b>\$50/day</b>
<b>F. Improper disp. of construction materials or furniture</b>	<b>N / 0</b>	<b>100.00</b>
<b>G. Failure to remove construction dumpster on time</b>	<b>N / 2 business days</b>	<b>\$50/day</b>

### **Violations & Fines (cont.)**

**H. During office hours, Owner requests key service (to unlock door for guest/vendor). \$ 25.00**

**I. After office hours, Owner requests key service (to unlock door for tenant/vendor). \$100.00**

Notwithstanding the foregoing delineated violations and fines, the Hilton Head Resort may further levy a fine for an amount it deems appropriate for any violation of its Master Deed, Bylaws, Resolutions or Rules and Regulations not specifically identified in this section, and reserves the right to do so.

All fines listed are the minimum amount required for citations imposing fines. Repeat offenses can result in increases of the previous fine. GENERAL MANAGER or CHIEF OF SECURITY may levy increased Fines based on the circumstances of any given violation.

The owners of any Villa that accumulates \$250.00 or more in fines will be sent a letter from the Security Department requesting that the owners do not extend or renew the Lease, Rental Agreement or other basis of occupancy for the Tenant(s) / occupant(s) of the villa. If no response is received within 30 days of the date of such a letter, Hilton Head Resort may file whatever type action it deems appropriate, whether in Magistrate’s Court or Circuit Court, seeking any remedy available to it including, without limitation, an action for Trespass and/or Ejectment, and all costs incurred by the Hilton Head Resort in doing so may be charged to the villa owner and levied against his or her villa as an assessment.

**\*Resolution of the Board of Directors dtd December 29, 1999: Unit Inspection Program Implementation.**

The Board of Directors hereby adopts a “Unit Inspection Program” policy which in general terms shall consist of the following:

- Periodic inspection of each condominium unit (Apartment)
- The creation of an inspection report – containing the results of said inspection
- That each Co-Owner’s failure to comply with this Resolution, or upon failure of any Co-Owner, his guests, invitees, tenants or other occupants of his Apartment’s failure to cooperate with the implementation or enforcement of this Resolution, the Board of Directors shall levy a special assessment upon the Co-Owner and his Apartment...