

Hilton Head Resort

FOUR SEASONS CENTRE

**663 William Hilton Parkway
Hilton Head Island, South Carolina 29928
(843) 842-3169 Regime Office
(843) 842-6118 Regime FAX
(843) 785 -6654 Main Gate (24/7)**



RULES & REGULATIONS

Approved at the November 2009 Board Meeting
By the Board of Directors

Effective: 01/01/10

**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.**

HILTON HEAD RESORT

FOUR SEASONS CENTRE

GOVERNING RULES & REGULATIONS

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.

These Rules and Regulations are promulgated as an addition to, and under authority of, the Master Deed and By-Laws. The Master Deed and By-Laws include many additional covenants and regulations governing owners, their guests and the property not listed herein.

VIOLATIONS OF THE MASTER DEED, BY-LAWS OR THESE RULES AND REGULATIONS MAY RESULT IN FINES, RESTRICTION OF PRIVILEGE TO USE ANY ONE OR MORE OR ALL AMENITIES, LOSS OF VEHICLE ACCESS, SUSPENSION OF MEMBERSHIP, EXPULSION FROM THE PROPERTY AND/OR PROSECUTION.

ARTICLE I – GENERAL

Section 1.1-COMPLIANCE WITH LAW. No improper, offensive or unlawful use may be made within the Hilton Head Resort. Owners and their guests will comply with and conform to all applicable laws and regulations of the United States and of the state of South Carolina, and all ordinances, rules and regulations of the town of Hilton Head Island, and will save the association and other unit owners harmless from all fines, penalties, costs and prosecution for the violation thereof or noncompliance therewith. All such laws, regulations, ordinances, etc., are incorporated herein as part of the Rules and Regulations of the Hilton Head Resort, and any violation thereof shall also constitute a violation of these Rules and Regulations.

Minimum Fine: \$100

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 hold the association harmless for the actions of their children, tenants, visitors, vendors, guests, pets, servants, employees, agents, invitees or licensees.

Minimum Fine: \$100

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. **Resolution #22 – “Penalty Imposed for Non-Residential Use of Units” February 22, 1989 -... any co-owner found to have violated Article XII, Section 7 (Residential Purposes Only) of the By-Laws shall be assessed with a penalty of FIFTY AND 00/100**

DOLLARS (\$50.00) for the first day of such violation and FIFTY AND 00/100 DOLLARS per day for each day the violation continues...

Minimum Fine: \$50

Resolution #8 – Limited Occupancy for Villas June 01, 2000 - ... Be it resolved that the total number of adults that may reside in any two- bedroom located within the Hilton Head Resort shall not at any time exceed four (4), and the total number of adults that may reside in any three-bedroom Apartment located within Hilton Head Resort shall not at any time exceed six (6). For the purpose of this resolution, an adult shall be defined as, and shall include, any person eighteen (18) years of age or older...

Minimum Fine: \$25

Resolution #15 – “Non-Acceptance of Tenants Previously Evicted From Any Four Seasons Unit” January 30, 1997 - ...Any person who has been once evicted from any condominium unit located within the Hilton Head Resort Four Seasons Centre, may be refused entry...

Minimum Fine: \$100

Overnight occupancy for Guests staying 21 days or less, shall not exceed six (6) adult persons in a two-bedroom villa and eight (8) adult persons in a three-bedroom villa.

Signs/advertisements can only be displayed in Bulletin Boards by the Regime Office.

Section 1.4-NOTIFICATION. Owners must inform their agents, tenants, guests, visitors, contractors, vendors and invitees of these rules and all applicable provisions within the Master Deed and By-Laws. Owners must include a copy of the Rules & Regulations along with every lease and shall provide a copy in a conspicuous location within the villa. Owners and/or their agents, are responsible for Lingual translation of this document, the Master Deed and the By-Laws.

Minimum Fine: \$100

ARTICLE II – APPEARANCE

Section 2.1-BALCONIES AND FRONT PORCHES. Must be kept clean and neat and may not be used for storage. Grills, hibachis, candles, or open flames are not allowed on balconies, porches or within villas. Only outdoor furniture in good condition.

As a convenience to our Guests & Tenants, 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

Minimum Fine: \$25

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. are not allowed. Resolution #18 “Uniform Window Dressings For Units” May 30, 1996 - ... the backing of all window dressings (as they

appear from any location outside of that condominium unit) must be plain white or plain near-white, with no visible patterns or designs...

Minimum Fine: \$25

Section 2.3-BICYCLES. Bicycles must be stored in designated bicycle storage areas. Bicycles are not to be stored on porches or decks. Bicycles may not be ridden on any walkway, hallway or on the Boardwalk, (Bicycle riding on the Boardwalk is prohibited from: 1 week prior to Memorial Day until 1 week after Labor Day).

Bicycles stored on property must be registered with Security.

Bicycles are not allowed above the ground levels of any building.

Skate boarding is not allowed on property. Rollerblading is allowed only on Ground Levels.

Minimum Fine: \$25

Section 2.4-PETS. No pets of any kind are allowed. Resolution #17: “No Animals or Pets” May 30, 1996 - ...Article XI of Hilton Head Resort Four Seasons Centre... Master Deed provides that “no animals or pets of any kind shall be kept in any Apartment or on any property of the Regime, except with written consent of, and subject to the Rules & Regulations adopted by, the Board of Directors of the Association”...

Minimum Fine: \$50

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) - for pick up. 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.

Minimum Fine: \$100

All construction waste, replaced furniture or 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 waste or replaced furniture, appliances and materials are prohibited from blocking access of common walkways.

Waste receptacles and ashtrays are provided throughout the property. Cigarette butts are considered litter and must be disposed of in ashtrays.

Minimum Fine: \$100

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.

Minimum Fine: \$25

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

Minimum Fine: \$25

Should villa not meet said standards, owner will be liable for fine and/or legal action to repair. Resolution #12: “Good Condition and Repair of Units” December 29, 1999 -... Article XII (3) (a) of the Master Deed requires each Co-Owner: To maintain in good condition and repair his Apartment, all interior surfaces and the entire interior of his Apartment and to maintain and repair the fixtures therein, which includes, but is not limited to, the following, where applicable: air conditioning and heating units, including condensers and all appurtenances thereto wherever situated; hot water heaters; refrigerators, ranges and ovens and all other appliances; drains, plumbing fixtures and connections, sinks, all lines, outlets and fixtures within the Apartment; interior doors, windows, screens and glass; all exterior doors... and further provides that things such as carpeting within each Apartment are also to be maintained and repaired by each Co-Owner and at their expense;...

Resolution #13: “Unit Inspection Program Implementation” December 29, 1999 - ... The Board of Directors hereby authorizes the immediate implementation of said Unit Inspection Program...

Minimum Fine: \$25

Section 2.8-HOLIDAY DECORATIONS. Holiday decorations will be limited to the times and scope as directed by “Notices” given by the Regime Management prior to the actual holiday.

Minimum Fine: \$25

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.

Resolution #23: “Penalty Imposed for Excessive Noise” February 22, 1989 -...any occupant of an apartment who fails, after being notified, to immediately cease and desist any activity described in Article XII, Section 12, of the By-Laws (...Occupants of Apartments shall use extreme care about making noises or the use of musical instruments, radio, television and/or amplifiers that may disturb other occupants...) shall be fined TWENTY-FIVE AND 00/100 DOLLARS (\$25) for the first such offense, FIFTY AND 00/100 DOLLARS (\$50) for the second such offense, and ONE HUNDRED AND 00/100 DOLLARS (\$100) for any such offense thereafter...

Minimum Fine: \$25

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.

Minimum Fine: \$25

Section 3.3-ALCOHOL IN COMMON AREAS. Alcoholic beverages must be kept in opaque cup containers (no bottles, cans, or koozies) while in Common Areas.

Minimum Fine: \$25

Section 3.4-SMOKING. Smoking, or carrying a lit cigarette, cigar or pipe, is prohibited inside elevators, restrooms, game rooms, racquetball courts, owners lounge, convenience store, administration building and anywhere within common areas or interior porches of building #3 (Atrium Building).

Minimum Fine: \$25

Section 3.5-FIRE DOORS. As propping open a Fire Door violates the NFPA Life Safety Code – Section 7.2.1.8.1: No one shall prop open any HHR Fire Door. Any person in violation of this rule is subject to a mandatory fine.

Minimum Fine: \$100

Section 3.6-KEYS TO HHR COMMON PROPERTY: No owner, tenant, guest, or service provider shall make a duplicate copy to any key to HHR common property. Any such person in violation of this rule is subject to a mandatory monetary fine.

Minimum Fine: \$25

ARTICLE IV – RECREATIONAL AMENITIES

Section 4.1-LIMITED USE. All recreational facilities, open space, boardwalk and beach cabana are limited to the use of 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 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.

Minimum Fine: \$25

Section 4.2-CHILDREN. Parents, villa owner or any adult occupant of a villa that any child is visiting, occupying or residing within, shall direct and control the activities of their children in order to assure their conformance with these rules and regulations. Parents will be responsible for violations or damage caused by their children whether or not the parents are present. Children under the age of twelve (12), must be accompanied by an adult at all times.

Minimum Fine: \$25

Section 4.3-EJECTION FOR VIOLATION. In addition to citation and fine, violators may be summarily ejected from a recreational facility 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.

Minimum Fine: \$50

Section 4.4-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 the like, may be used only with earphones. Children under the age of twelve (12), must be accompanied by an adult at all times.

Minimum Fine: \$25

Section 4.5-USE OF TENNIS COURTS. 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 area. Courts are subject to restrictions during tournament play.

Minimum Fine: \$25

Section 4.6-USE OF EXERCISE EQUIPMENT, SAUNA, STEAM ROOM

& RACQUETBALL COURTS. Follow posted rules and hours of operation. No Food or drink allowed in these areas.

Minimum Fine: \$25

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 user’s risk. Wear appropriate foot- wear. **Boardwalk will be closed (Gates locked) during posted hours.**

Minimum Fine: \$50

ARTICLE V – VEHICLES

Section 5.1-COMPLIANCE WITH LAW. All drivers and vehicles must comply with South Carolina Department of Motor Vehicle regulations and state laws while on the property. **Vehicles must display approved Handicap Placards to park in Handicap Spaces.**

Minimum Fine: \$100

Section 5.2-REGISTRATION. All vehicles regularly entering the property must be registered with Security and display a pass or decal thereon. **Long-Term Guests** (anyone staying over 21 days) must obtain a Vehicle Decal for their vehicle within two (2) business days from the start of their Lease. To obtain this decal you must present a copy of your current Driver’s License, proof of current insurance and current 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.

Minimum Fine: \$100

Visitors and guests will be provided a temporary pass at the main gate upon request from an owner, tenant or previously authorized guest. Pickup trucks or vehicles with tailgates or lifts must have the tailgates/lifts up at all times. Commercial vehicles containing signage 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 up to seven (7) days only (in any calendar year).

(Commercial-type vehicle: No more than 2 axles, Under 5,000lbs gw, Does not have commercial license plates).

Minimum Fine: \$25

Abandoned, unlicensed, uninsured, poorly maintained or inoperable vehicles are not permitted on the premises and will be towed at vehicle owner’s expense. Vehicle repair, maintenance and washing are strictly forbidden. Pickup trucks or 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.

Minimum Fine: \$25

Section 5.3-LIMITATIONS. Due to 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. Fire lanes, handicap spaces and other “No Parking” zones will be strictly enforced. Loading Zones are not to be used for extended parking.

Minimum Fine: \$100

Section 5.4-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. Driving too fast for conditions will be considered as speeding.

Minimum Fine: \$25

ARTICLE VI – COMMERCIAL ACTIVITY

Section 6.1-COMMERCIAL VEHICLES WORKING ON PROPERTY. 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, as defined by Board Resolution dated February 15, 1992, 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.

Minimum Fine: \$50

Section 6.2-MOVING IN/OUT. Whether 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 HHR luggage carts.

Minimum Fine: \$25

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 registration to Security, between 9 AM and 7 PM. No work is allowed on Sundays.

Minimum Fine: \$25

Section 6.4-PROPERTY DAMAGE. Villa owners, their tenants, guests and contractors who use elevators, parking areas, walkways or other common areas for staging or moving furniture or equipment must take precautions so as to not damage property. Damages caused will be repaired at the villa owner's expense.

Minimum Fine: \$50

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.

Minimum Fine: \$25

ARTICLE VII – CONSENT & APPEALS

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

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 date of citation, to the Chief of Security. Any formal complaint regarding a rule, its enforcement or penalty must be made in writing addressed to the Chief of

Security and the Board of Directors at: 663 William Hilton Parkway, Hilton Head, SC 29928. Further appeals to the Board of Directors may be made only after decision of the Chief of Security.

ARTICLE VIII-ENTRY ACCESS

Section 8.1-DEFINITIONS.

* **Owner:** An individual having legal title to the property according to the deed. If a partner-ship, all partners named in the Partnership Agreement. If a corporation, all **Officers and Directors.** (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 twenty-one (21) days or more.

Resolution #6: "Revised Long-Term Tenant" June 01, 2000 - ... The definition of "Long-Term tenant" as provided in Section 1, sub-paragraph "A", of the hereinabove described Resolution #11 dated January 21, 1999, shall be and hereby is, deleted in its entirety and replaced with the following: "Long-Term tenant" shall be defined and each person, who is not themselves a co-owner or in the immediate family of a co-owner who intends too or and/or does reside within or otherwise occupy a condominium unit on the premises of the Hilton Head Resort Four Seasons Centre for more than twenty-one (21) consecutive days, or more than thirty-five (35) non-consecutive days in any one calendar year, whether for rent or other consideration or not, and any person who resides at the Hilton Head Resort Four Seasons Centre under any type of Lease/Rental Agreement providing for the payment of rent or other consideration and whose tenancy is in excess of twenty-one (21) days...

* **Short-term Guest:** An individual residing at Hilton Head Resort for less than twenty-one days 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 up to 24 Hours only). A Day visitor cannot call in passes for someone else.

Social Guest: Someone who resides in a Villa with the Owner who is residing with them.

* **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 agree to leave voluntarily at the end of the Lease. Owners or Property Managers and all adult Guests must sign a release stating 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 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 individuals are required to register before being granted access to 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#, the Realtor and the dates authorized. All Long-Term Guests must be completely registered (individuals and vehicles) within two (2) business days from the start of their lease or the Owner will receive a fine.

Fine: \$250

The HHR ID card must be presented each time the guest enters onto HHR property whether or not they are in a vehicle bearing a current decal, on a bicycle or walking.

Minimum Fine: \$25

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 Addendum, two forms of acceptable ID 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. Resolution #11: "Tenant Selection Criteria" January 21, 1999 - ... A copy of Four Seasons' Rules & Regulations must be attached to all written Leases/Rental Agreements... Every Lease/Rental Agreement with a Long-Term Tenant must be in writing... must incorporate fully, as a part thereof, the proposed Addendum... which is to be completely in its entirety by each prospective Tenant...

Minimum Fine: \$100

** (Long-term guests, upon each entry onto HHR 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:** **NOTE:** Visitor passes are for a person visiting a pre-authorized occupant.

* **Day-Visitor:** A one-day Visitor Pass is issued by Security upon telephone request (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 in one day

* **Multi-Day Visitor:** A Multi-Day Visitor Pass may be issued up to 21 Days by Security upon request of an Owner, Long-term Guest or Short-term Guest. This Pass cannot be renewed. 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 thru 01 May only) – A Lease (or letter stating the names, the Villa # and the dates of occupancy), two forms of personal ID and all paperwork pertaining to "Winter Guests", are required for each adult staying on property,. Adults are required to obtain an HHR ID Card (Temporary, No picture) at no cost.

* **Pick up/Drop Off:** **PICK UP** - No pass is required under the following conditions: Visitor must register (Guard will list the following: Villa #, Name of person being picked up, description of vehicle, tag# and time of arrival on the "PICK UP/DROP OFF SHEET"), at the Main Gate. Visitor has *20 minutes to complete pick up. **DROP OFF** – Tenant(s) in vehicle must show ID Card, Visitor must register (Guard will list the following: Villa #, Name of person being picked up, description of vehicle, tag# and time of arrival on the "PICK UP/DROP OFF SHEET"), Visitor has *20 minutes to complete drop off. ****Time Strictly Enforced****

** (Security may deny access if any of the above procedures are not properly completed.) **

Minimum Fine: \$25

* **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 Vendor Pass. **** Expired or altered passes or I.D. cards will be confiscated and access will be denied. ****

Minimum Fine: \$25

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. Application for vehicle decals must include current vehicle registration, current insurance information and a current Drivers License.

* **Owners:** Up to two (2) vehicle decals shall be issued to each owner of record upon application. Additional decals can be purchased at a cost of \$10.00 each. Owner decals must be renewed on July 1st of odd years. (Decals are not transferable!).

* **Long-Term Guests:** Must apply for a vehicle decal (up to two (2) decals per villa). Six-month and Twelve-month decals are available for a fee - based on the length of the lease.

* **Short-Term Guests:** Are required to obtain a Multi-Day Pass (at no cost), for their vehicle(s) good for the length of their stay (up to 21 Days only).

* **Winter Guests:** (From 01 October thru 01 May only) are required to obtain a vehicle decal for their vehicle(s) for a fee (same as the cost of a six-month decal) good for the length of their stay (up to 60 days).

* **Visitors:** There is no charge for a vehicle "Pass". It must be requested by a "pre-authorized occupant". 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 parking to one visitor vehicle per villa.)

* **Vendors:** Vendor Passes are issued by Security upon receipt of a completed Vendor Vehicle Decal Application and all documentation required by Section 8.2. Vendor 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, reselling or other abuse of decals or passes is not allowed. If found, such decals or passes will be confiscated and the offender will not be allowed to bring the vehicle on property. This includes owner decals.

Minimum Fine: \$25

ARTICLE IX-FINES

Owners, Guests, Visitors and Vendors are subject to all fines and other provisions as set herein, and as set forth in the Master Deed, By-Laws, or Rules and Regulations. Further, Vendor Passes can be revoked and entry refused upon any violation of the Hilton Head Resort's Master Deed, By-Laws, Rules or Regulations. Resolution:#10: "Fines" February 22, 1999 - ... Article IX, Section 1, Paragraph C, of the ByLaws of Hilton Head Resort Four Seasons Centre Horizontal Property Regime Council of Co-Owners, Inc... provides that the Board of Directors... shall fix, impose and remit penalties for violations of the By-Laws and Rules & Regulations of the Association...

HILTON HEAD RESORT
FOUR SEASONS CENTRE
VIOLATIONS & FINES

**Section 1: Federal, state or local law infractions (No Warning!)
(Fine is in addition to remedies at law)**

A. Public Disturbance	\$100.00
B. Possession of Drugs	100.00
C. Assault i	100.00
D. Destruction of Property /	100.00
E. Discharge of Firearm or Fireworks	100.00
F. Tampering with Fire Safety Equipment	100.00
G. Other Infractions	100.00

Section 2: Master Deed, By-Laws and Rules & Regulations (Articles II ~ VIII)

In this section, written warnings, though not required, may be given in lieu of monetary citations. Fines range from \$25.00 to \$100.00.

Section 2: Master Deed, By-Laws and Rules & Regulations

In this section, written warnings, though not required, may be given in lieu of monetary citations.

A. Grill or Open Flame Outside Designated Area	\$100.00
B. Pets or Animals	50.00
C. Disturbance, Music, Noise	25.00
D. Loitering, Congregating, Blocking Access	25.00
E. Alcohol not in an approved container	25.00
F. Rollerblade, Skateboard, Bicycle use Violation	25.00
G. Refuse entry for Pest Control, Maintenance or Security	25.00
H. Improper Disposal of Trash, Littering (Ref. Sect. 2.5 herein)	100.00
I. Smoking in Non-Smoking Areas	
J. Abuse Pick up/Drop-Off Rule	25.00
K. Refused or did not show ID Card at Gate	25.00
L. Offensive conduct to a HHR Staff member or Security Personnel	25.00
M. Abuse of Holiday Decorations	25.00
N. Contractor Restrictions:	
1. Blocking Access	50.00
2. Improper Disposal of Materials	100.00
3. Damage to Property (Repair costs plus)	100.00
4. After Hours Violations	50.00
5. No Pass, Permit, or Regime-issued ID card	50.00
O. Vehicle/Parking Violations:	
1. Speeding or Reckless Driving	25.00
2. Fire Lane or Handicap Violation or 30-minute loading space	100.00
3. Abuse of Decal by owner or resident	50.00
4. Improper Parking	25.00

	5. Vehicle Repair	25.00
	6. Disabled, unlicensed, Inoperable Vehicles (Tailgates Down)	25.00
	7. Other	25.00
P.	Porch/Deck Violation	25.00

Section 3: Owner/Unit Violations

A.	Improper or Unauthorized Occupancy - use of owner decal for visitor	\$ 25.00
B.	Failure to Provide Key	50.00
C.	Improper Window Covering or Screens	25.00
D.	Improper Owner Vehicle Decal	25.00
E.	Owner ID card misuse	25.00
F.	Use of Villa for Non-Residential Purposes	50.00
G.	Unregistered Long-Term Guest (Within two business days)	250.00

All fines listed are the minimum amount required for monetary citations. Repeat offenses can result in increases up to double the previous fine.

****Any Villa that accumulates \$250.00 or more in fines will be sent a Form Letter from the Security Department stating our request that you do not extend or renew the Lease for your Tenant. If no response is made within 30 days from the date of the letter mentioned above, Hilton Head Resort may file for Magistrate's Court action or action for Trespass/Ejectment.****

INDEX OF RESOLUTIONS PERTAINING TO RULES
Hilton Head Resort Four Seasons Centre

<u>R#</u>	<u>Date</u>	<u>Description</u>
6.	June 01, 2000	<u>Revised Long-Term Tenant</u> ... The definition of “Long-Term tenant” as provided in Section 1, sub-paragraph “A”, of the hereinabove described Resolution #11 dated January 21, 1999, shall be and hereby is, deleted in its entirety and replaced with the following: “Long-Term tenant” shall be defined and each person, who is not themselves a co-owner or in the immediate family of a co-owner who intends too or and/or does reside within or otherwise occupy a condominium unit on the premises of the Hilton Head Resort Four Seasons Centre for more than twenty-one (21) consecutive days, or more than thirty-five (35) non-consecutive days in any one calendar year, whether for rent or other consideration or not, and any person who resides at the Hilton Head Resort Four Seasons Centre under any type of Lease/Rental Agreement providing for the payment of rent or other consideration and whose tenancy is in excess of twenty-one (21) days... The following additional provision shall be added to Section IV of said Resolution dated January 21, 1999 “Tenant Selection Criteria”, as a new sub-paragraph “H” to Section IV: If any Addendum is presented to the Hilton Head Resort for a long-term tenant and it is found that said Addendum contains any materially false information, a Fifty and 00/100 (\$50.00) Dollar administrative charge will be assessed to the Owner of the Villa which is the subject of the Lease to which the rental Addendum corresponds.
8.	June 01, 2000	<u>Limited Occupancy for Villas</u> ... to fairly administer the affairs of Hilton Head Resort and to provide a uniform rule to guide Co-Owners in the use of their Apartments so as to define compliance with the dictates of the Master Deed and By-Laws, ... Be it resolved that the total number of adults that may reside in any two bedroom located within the Hilton Head Resort shall not at any time exceed four (4), and the total number of adults that may reside in any three bedroom Apartment located within Hilton Head Resort shall not at any time exceed six (6). For the purpose of this resolution, an adult shall be defined as, and shall include, any person eighteen (18) years of age or older...
10.	February 22, 1999	<u>“Fines”</u> ... Article IX, Section 1, Paragraph C, of the By-Laws of Hilton Head Resort Four Seasons Centre Horizontal Property Regime Council of Co-Owners, Inc. ... provides that the Board of Directors... shall fix, impose and remit penalties for violations of the By-Laws and Rules & Regulations of the Association...
11.	January 21, 1999	<u>Tenant Selection Criteria</u> ... A copy of Four Seasons’ Rules & Regulations must be attached to all written Leases/Rental Agreements... Every Lease/Rental Agreement with a Long-Term Tenant must be in writing... must incorporate fully, as a part thereof, the proposed Addendum... which is to be completely in its entirety by each prospective Tenant... ... In addition to other things that may be required, no pass will be issued to a Long-Term Tenant who has not first presented the Board, or their designee, with a duplicate original of the Lease/Rental Agreement pursuant to which they are occupying the Four Seasons condominium unit which specifically lists as a Tenant the person thereby requesting a pass...

12. December 29, 1999 Good Condition and Repair of Units

... Article XII (3) (a) of the Master Deed requires each Co-Owner: To maintain in good condition and repair his Apartment, all interior surfaces and the entire interior of his Apartment and to maintain and repair the fixtures therein, which includes, but is not limited to, the following, where applicable: air conditioning and heating units, including condensers and all appurtenances thereto wherever situated; hot water heaters; refrigerators, ranges and ovens and all other appliances; drains, plumbing fixtures and connections, sinks, all lines, outlets and fixtures within the Apartment; interior doors, windows, screens and glass; all exterior doors... and further provides that things such as carpeting within each Apartment are also to be maintained and repaired by each Co-Owner and at their expense;...

The Board hereby establishes and adopts the following minimum "Maintenance and Repair Standard" applicable to each and every Unit/Villa/Apartment located at the Hilton Head Resort which shall be applied to all such Apartments in a uniform manner: ...

These minimum "Maintenance and Repair Standards" shall be utilized for said periodic inspections aimed at evaluating and ensuring compliance with the duties of maintenance and repair to which all Apartments and their Co-Owners are subject, as set forth in the Master Deed, By-Laws, Rules & Regulations...

13. 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 shall be required to promptly do all things necessary to cure a deficiency/non-compliance identified in said report...

That upon any 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...

15. January 30, 1997 Non-Acceptance of Tenants Previously Evicted from any Four Seasons Unit

No person once evicted from any condominium located within the Hilton Head Resort Four Seasons Centre shall be permitted re-entry into the Hilton Head Resort Four Seasons Centre at any time thereafter... No Co-Owner, lessee, guest or agent of a Co-Owner (including rental agents), nor any other person or entity managing, controlling or otherwise possessing a Four Seasons' condominium, may offer entry into or otherwise permit entry into the Hilton Head Resort Four Seasons Centre, or any part thereof... As part of their tenant screening process, all Co-Owners and rental agents must ask all prospective tenants whether or not they have ever been evicted from a condominium unit located within the Hilton Head Resort Four Seasons Centre...

17. May 30, 1996 No Animals or Pets

... That no animals or pets of any kind shall be kept in any Apartment or on any property of the Regime... except in extreme cases (i.e. seeing-eye dogs) and then only with the express, prior written consent of Four Seasons' Board of Directors.

18. May 30, 1996 Uniform Window Dressing for Units

... the backing of all window dressings (as they appear from any location outside of that condominium unit) must be plain white or plain near white with no visible patterns or designs. Window dressings include, but are not limited to, shades, blinds, drapes, curtains or any other material which can be seen from any point outside of the condominium unit.

20. February 15, 1992 Restriction of Vehicles on Premises

... School busses, commercial vehicles and vehicles which are not neat in appearance or which are in need of repair shall not be permitted to be kept on the Four Seasons' property without the express written consent of the Board of Directors Hilton Head Resort Four Seasons Centre... All pick-up trucks and other vehicles with tailgates must keep their tailgate/lift backs up at all times... No vehicles of any kind which are not licensed and/or registered or which are inoperable for a period in excess of twenty-four (24) hours shall be permitted on the Four Seasons property...

22. February 22, 1989 Penalty Imposed for Non-Residential Use of Units

... any co-owner found to have violated Article XII, Section 7 (Residential Purposes Only) of the By-Laws shall be assessed with a penalty of FIFTY AND 00/100 DOLLARS (\$50.00) for the first day of such violation and FIFTY AND 00/100 DOLLARS per day for each day the violation continues...

23. February 22, 1989 Penalty Imposed for Excessive Noise

...any occupant of an apartment who fails, after being notified, to immediately cease and desist any activity described in Article XII, Section 12, of the By-Laws (...Occupants of Apartments shall use extreme care about making noises or the use of musical instruments, radio, television and/or amplifiers that may disturb other occupants...) shall be fined TWENTY-FIVE AND 00/100 DOLLARS (\$25) for the first such offense, FIFTY AND 00/100 DOLLARS (\$50) for the second such offense, and ONE HUNDRED AND 00/100 DOLLARS (\$100) for any such offense thereafter...