

Sun City Hilton Head  
Community Association

# Community Rules

Effective January 1, 2016

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## 1. INTRODUCTION

The Community Rules of SUN CITY HILTON HEAD COMMUNITY ASSOCIATION, INC., a South Carolina non-profit corporation (the "Association"), are established by the Board of Directors of the Association (the "Board") under the authority described in the Governing Documents for Sun City Hilton Head. Per section 1.22 of the Declaration of Covenants, Conditions, & Restrictions ("CC&Rs"), the Governing Documents are defined as the Declaration and any Supplemental Declaration, the Bylaws, rules and regulations, the Design Guidelines, the Use Restrictions, or any document authorized pursuant to any of them, as amended from time to time. These Community Rules may be expanded, amended or repealed by the Board of Directors of the Association, in its sole discretion.

The Association shall apply and enforce these Community Rules with members and residents equally. All members and residents have the right to enjoy and use the Association facilities. Members are responsible for the compliance with these rules by all tenants, guests and invitees.

Sun City Hilton Head is special in that it is intended to provide housing primarily for persons 55 years of age or older. The community is operated as an age restricted community in compliance with all applicable State and Federal laws. Every household shall be occupied by at least one resident who is age qualified (55 or older, except certain sales by the Developer to persons between 50 and 55). In the event any qualifying occupant ceases to reside in the Dwelling Unit, such person's co-occupants may continue to occupy such Dwelling. At all times, at least 80% of the Dwelling Units within the properties shall be occupied by at least one person 55 years of age or older. Children under the age of 19 may not be residents under any circumstance, but may qualify as guests for a maximum of 90 days in any calendar year.

The use of the Association facilities is primarily for the enjoyment of the members of the Association and residents of the community. Guests are welcome in our community, but guests are accommodated only when their participation does not infringe upon the convenience or right of enjoyment of the members and/or residents. Guests are permitted into the community by invitation only, and are subject to specific restrictions, procedures and rules including payment of any applicable fees prior to use of any amenity. While every effort is made to provide comfortable use of the Association facilities by all members, residents and guests, the Association facilities (with the exception of the golf courses and the restaurants located within the community) are not intended to serve the general public and, therefore, will not be identical to those available in public accommodations. The Association will attempt to accommodate members and residents with special needs.

Definitions for terms used in this Policy:

**Common Area:** All Association owned property including but not limited to buildings, grounds, golf courses, roads, sidewalks, right of ways, lagoons, nature trails, wetlands and facilities.

**Guest:** A Guest is defined as a person who visits or stays overnight in a Sun City home and does NOT stay for more than 30 days in a consecutive 6 month period.

**Member:** A Person entitled to membership in the Association. While each owner of a lot shall be a member of the Association, there is only one membership per lot. If a lot is owned by more than one person, all co-owners share the privileges of the membership, subject to the provisions of the governing documents.

**“Occupant” or “Resident”** used in the governing documents means a person who stays overnight in a Sun City home for at least 30 days in a consecutive 6 month period.

**Owner:** One or more Persons who hold the record title to any Lot, except Persons holding an interest merely as security for the performance of an obligation in which case the equitable owner will be considered the Owner.

## **2. SOURCE OF AUTHORITY**

In the event of a conflict between any provision of the Community Rules and any provision of such other governing documents, the governing documents shall control. To the extent that any government ordinances are more restrictive than that found in these Community Rules or the Declaration, the government ordinances shall prevail. To the extent that government ordinances are less restrictive than these Community Rules, or any rule contained therein, or the Declaration, the Community Rules and Declaration shall prevail. Please refer to section 19.6 of the CC&Rs.

The governing documents make a clear distinction between Community Rules and Use Restrictions. The initial Use Restrictions as listed in Exhibit “C” of the CC&Rs are interpreted as restrictions or rules that affect an owner’s ability to use his privately owned property. The Board of Directors is obligated to provide notice to all owners of a proposed rule which would modify, cancel, limit, create exceptions to, or expand the Use Restrictions, and which would affect an owner’s ability to use his privately owned property.

Alternately, the CC&Rs and Bylaws of this community provide that the Board of Directors of the Sun City Hilton Head Community Association, Inc., may make and amend rules and regulations, and establish penalties for infractions. This means that the Board may implement reasonable Rules and Regulations affecting the Community Association that do not affect the initial Use Restrictions, and which govern Association property and/or individual conduct and uses of or actions upon the properties, without notice to private property owners.

The Governing Documents grant to the Board of Directors the authority to make and enforce appropriate policies, rules and regulations, including the ability to restrict the use of the Association facilities. Policies, rules and regulations are adopted at the sole discretion of the Board of Directors in its exercise of reasonable business judgment and fiduciary duty to the members. The Board's duties, however, are subject to certain rights reserved to Del Webb Communities, Inc., as the developer of Sun City Hilton Head and the Declarant under the CC&Rs. Certain rights with respect to the use of Association facilities and other common areas have been retained by or granted to the Declarant in the governing documents, and nothing in these Community Rules may diminish, modify or supersede these rights.

The Executive Director of the Association is empowered by the governing documents and the Board to implement the rules and requirements of the governing documents, Board policy and these Community Rules. The Board extends wide latitude to the Executive Director to create and implement any and all operating/administrative procedures necessary to implement actions of the Board, or intended requirements of the governing documents. *This delegation of authority includes, but is not limited to, the levying of Board-approved fines and other sanctions for violations of the Governing Documents.*

The CC&Rs set forth the right of the Association to charge reasonable admission and other fees for the use of any Association facility. The CC&Rs also authorize the Board to permit use of portions of the common area by third parties for purposes felt to benefit the Community.

The CC&Rs also authorize the Board of Directors to impose sanctions (penalties) for violation of the CC&Rs, the Bylaws, Community Rules and Board policies. If required by the CC&Rs and/or Bylaws, notice and hearing of intended sanctions may be initiated. Sanctions may include, but without limitation:

- Imposition of reasonable monetary fines
- Suspension of a member's voting rights
- Suspension of a person's right to use any of the Association facilities, including permanent expulsion from a chartered club
- Suspension of services to a member or to an owner's lot
- Levying benefited assessments against an owner's lot to cover expenses incurred in accordance with Section 10.7(b) of the CC&Rs
- The Board has established monetary fines as shown Exhibit A of this document and in the Annual Fee Schedule.

### **3. ACTIVITY CARDS**

#### **3.1. ACTIVITY CARDS**

Non-transferable Activity Cards are issued free of charge on a two-per-lot basis, upon completion of a blanket Acknowledgement of Risk and Waiver of Liability form. Ownership of each Lot shall entitle the Owner thereof to receive a maximum of two (2) Activity Cards as long as the Dwelling Unit of the Owner, if occupied, is occupied by at least one individual 55 years of age or older

"qualifying occupant"(written verification of eligibility and occupancy will be requested). If there are more than two (2) occupants of a qualified Dwelling Unit, the Owner shall designate in writing, the two individuals to whom Activity Cards(s) are to be issued.

No individual will be issued more than one Activity Card. Lost, stolen, or damaged cards may be replaced for a fee. Activity Card(s) are issued at the Association's administrative office provided the lot continues to be occupied by qualifying occupant(s) and all applicable assessments and other charges pertaining to the lot have been paid to the Association. Activity Cards shall be renewed in the manner set forth by the Board of Directors.

#### 3.1.1. Additional Cards

If there are more than two (2) occupants of a Dwelling Unit in which there is a qualifying occupant, up to two (2) additional Activity Cards may be purchased for such charge as may be established by the Board, and shall be renewed in the manner set forth by the Board of Directors. There is no refund on additional Activity Cards purchased. This fee shall be paid annually on a calendar year basis and shall not be pro-rated. Additional occupants are not required to purchase Activity Cards, but are not entitled to utilize Association facilities or common areas, unless a card is purchased. Additional occupants shall not be extended guest privileges.

#### 3.1.2. Activity Card Checks

Activity Card checks may be made by Association staff and Security to monitor compliance with card policy and to determine validity of activity cards and guest identification cards.

#### 3.1.3. Activity Registration

Activity Cardholders may register for various activities and classes at the appropriate facility upon presentation of a valid Activity Card. However, chartered club activities and classes may have further requirements, restrictions, and guest policies.

#### 3.1.4. Non-Refundable

There are no refunds for any Activity Cards.

#### 3.1.5. Non-transferable

Activity Cards are non-transferable. They are not to be lent or given to a guest for entry into amenities. Activity Cards shall be required for entry into facilities utilizing the card access system.

### 3.2. RENTERS' ACTIVITY CARDS

The owner (lessor) shall have registered with Resident Services in order to rent their home. Owner who leases such Owner's Lot shall be deemed to have assigned such rights to the lessee of such Lot, unless (i) the Board adopts rules and regulations permitting Owner's such rights and (ii) such Owner provides



the Board with written notice of such reservation which is consistent with the rules and regulations of the Board. Written notice of the transfer of occupancy shall be given to the Association within 15 days, and the owner shall surrender to the Association his/her previously issued Activity Card(s). The right of the renter(s) to receive the Activity Card(s) allocable to the homeowner (lessor) depends on each lessee's status as a qualifying occupant (per Section 2.2 of the CC&Rs ) each dwelling unit shall be occupied by at least one person 55 years of age or older, specifically, the lessee(s) is subject to the same qualifications, limitations and conditions, including the payment of any fee that may be established by the Board, as specified in issuance of residents' Activity Cards. This fee shall be paid annually. No refunds will be issued upon termination of the lease, or if renters move from the community.

Renter Activity Cards will not be issued unless the owner (lessor) surrenders his/her Activity Cards to the Association.

#### 3.2.1. Account Status

The owner (lessor) shall be current and in good standing with the Association. If an owner's privileges are suspended while a renter is in the home, the renter's Activity Card (s), vehicle decal and barcode are suspended until the homeowner brings his/her account into good standing with the Community Association. An Owner is responsible for the payment of all charges, fees and fines incurred by the Owner's renter should such amounts not be paid by the renter. These charges will be added to the Owner's account and are collectable in the same manner as Assessments.

#### 3.2.2. Leasing until Close of Escrow (COE)

Customers who have signed binding contracts to purchase a home in Sun City Hilton Head, who are leasing, and who meet the qualifications of a qualifying occupant upon close of escrow, may purchase renter's Activity Cards allowing use of Association facilities until COE. A fee shall be assessed for the transfer of the right to use the facilities from the homeowner to the renter. No refunds will be issued. Upon COE, Activity Cards shall be surrendered and Activity Cards will be issued in accordance with the CC&Rs. If a cancellation or termination of a homebuyer's contract occurs, all renters' Activity Cards will be immediately revoked.

#### 3.2.3. Privileges Associated with Membership

Renter Activity Cardholders enjoy certain privileges associated with membership, but are not members of the Association, do not have the right to vote in Association affairs or be counted in determining a quorum at any meeting of the Association, cannot run for or hold any elected position stipulated in the governing documents within the Community, and are not entitled to be listed on the membership register. Renters with leasing contracts of one year or more may be listed in the Resident Directory. Ballots, assessment notices, and any other items required by the governing

documents to be given to owners or members will be given to the owner of record, and are not required to be given to the lessee.

#### 3.2.4. Revocation of Activity Card

A renter's Activity Card will be revoked in the event that the renter is no longer a resident, upon termination of the lease agreement, or failure to pay applicable fees. The holder of a renter Activity Card is subject to sanctions for a violation of these Community Rules.

#### 4. ADDRESS CHANGE

The Owner of the Lot is obligated to immediately notify the Association, in writing, within 15 days of any change of mailing address, whether such change is temporary or permanent. Failure to do so may delay delivery of account statements, Association notices, and other time-sensitive material sent out by the Association.

#### 5. AMENITIES

Building hours are posted at each facility, on the website and on the last page of your *SunSations* magazine.

Guest Policies apply to the use of all Amenities. The Executive Director may implement additional procedures as necessary to ensure safety and equity of use.

**Fire Safety:** The lighting of candles or any other instrument/device that produces a flame is strictly prohibited in or on Association facilities and common areas. Open flames are only allowed in the use of Association-provided grills and fire pits.

##### 5.1. BILLIARDS

The Billiards room is located in Craft Center in Town Square. Table usage is on a first come first served basis during open times when the club is not using this facility. The SunSations Magazine lists club times under the "Billiards Club" section.

##### 5.2. BASKETBALL COURTS – HALF COURT FACILITY

There is a half (½) Court Facility set up at the New River Sports Park.

##### 5.3. BOAT/RV FACILITY

The Community Association maintains the Boat/RV Parking Facility. All applicable rules, regulation and fees are approved by the Board of Directors. A copy of the complete Boat/ RV Rules may be obtained at Palmetto Commons or online at [www.suncityhiltonhead.org](http://www.suncityhiltonhead.org).

The RV lot is an unmanned facility. Authorized residents may use their Activity Cards to access the Boat/RV Facility. Allowing entry to those unauthorized is subject to penalty.

RV Campsites are provided for the convenience of our residents' families and guests, as well as for potential sales customers. This facility is NOT a public

campground. Only residents may make reservations for their family & guests. To make reservations, please call 843-705-3433 and follow the prompts. Messages will be answered Monday through Friday (not on weekends). Reservations should be made two weeks in advance. Maximum length of stay is seven nights in any 30-day period. Payment will be made at the 278 Main Gate at the time of arrival. If the guest has not arrived by 5p.m., the site may be assigned to someone else. Known arrivals after 5p.m. may park their RV in the lower lot at the Okatie Clubhouse after obtaining a pass at the 278 Main Gate. The reservation will be reduced by one day. A member of the Campsite Committee will escort guests to their campsite between 2-5p.m. Checkout time is 11a.m. Pets are welcome as long as they are kept on a leash, and their owners pick up after them.

5.4. BOCCE COURTS

The Bocce Courts are located in Town Square. Court usage is on a first come first served basis during open times when the club is not using this facility. SunSations Magazine lists club times under the “Bocce Club” section. Residents may borrow loaner equipment at the Purrysburg Fitness Center.

5.5. CHILDREN’S PLAYGROUND

The Children’s Playground is to be used during daylight hours only. Children shall be monitored at all times by a responsible adult and shall never be left unattended in the playground area.

5.6. CROQUET COURTS

The Croquet Lawns are located in Town Square. Usage is on a first come first served basis during open times when the club is not using this facility. SunSations Magazine lists club times under the “Croquet Club” section. Residents may borrow loaner equipment at the Purrysburg Fitness Center.

5.7. CRAFTS CENTER (YEMASSEE)

The Arts and Crafts rooms are multi-purpose rooms that provide space for a variety of activities.

- Art Room
- Billiards
- Card/Games
- Ceramics
- Computer
- Glass Crafters
- Hand Crafters
- Photography
- Sewing
- Table Tennis

## 5.8. DOG PARK

The Association has a fenced dog park reserved for Residents and their pets. The dog park is located on Red Dam Road near the Woodworkers Shop. Guests are welcome to bring their dogs to the dog park accompanied by their resident host. Dog owners shall obey all dog park rules.

- Pets shall be taken off the leash when inside the confines of the dog park. This is an off leash facility. Pet owners shall closely supervise their dogs, be within view, and have a leash in hand at all times. Dog shall be vaccinated and healthy. Rabies tag shall be worn by animal.
- Each pet owner is responsible for removing the pet's litter from the dog park and disposing of in designated containers.
- Pets that attack or otherwise present a danger or interfere with the freedom of movement of persons and/or other pets shall constitute a nuisance and shall be removed from the park immediately. The Association shall have the right to prohibit from the dog park any animal that constitutes a nuisance.
- Pet owners are legally responsible for any damage or injury inflicted by their pets.
- Female dogs in season are not permitted in the park.
- Pet owners shall immediately fill any holes that their dogs dig.
- From 9 a.m. until 10:00 a.m., only small dogs (25 lbs and under) are permitted in the dog park. From 10:15am until 11:15 a.m., only large dogs are permitted in the dog park.
- All other times are open to all dogs.
- Children under the age of 16 are prohibited from entering the dog park.
- The laws and ordinances of Beaufort County regarding pets to ensure public safety will be enforced by the Community Association. Pets shall not create a nuisance as defined in the Pet section.
- The dog park is a no-smoking facility.
- No food (human or dog) is permitted in the park.
- No glass beverage containers of any kind are allowed in the dog park.

## 5.9. FITNESS FACILITIES

### Locations

- Hidden Cypress
- The Lakehouse
- Purrysburg

Residents and their guests are required to check-in at the front desk of the fitness center to pay any applicable fee(s) prior to using the fitness facilities. Guests are permitted into all facilities with appropriate guest card identification. Some fitness facilities may have operational hours that are not monitored by staff and are referred to as self-use hours. Guests are not permitted into these facilities during self use hours.

Activities in the fitness centers are not fully supervised and some hours may be self-use hours without staffing. Therefore, all persons using equipment and

participating in activities do so entirely at their own risk. Fitness Center rules are posted at each facility.

Persons with known medical problems or who are unsure of their physical condition are strongly advised to consult with their physician(s) before engaging in exercise activity.

### **Activities Available**

- Weight machines
- Cardiovascular equipment (treadmills, bikes, stair climbers, and cross trainers)
- Group exercise classes (Hidden Cypress, The Lakehouse, & Purrysburg)
- Personalized exercise programs by certified personal trainers

#### 5.10. GAZEBO

The gazebos are available for use on a first come/first serve basis, located near the Tennis Courts at the Barataria outdoor pool deck and at Lake Somerset.

#### 5.11. GOLF COURSES

##### **Locations**

- Hidden Cypress
- Okatie Creek
- Argent Lakes

Advanced reservations are made through the Chelsea Reservation System via telephone or the community website ([www.suncityhiltonhead.org](http://www.suncityhiltonhead.org)). Same day reservations based on availability may be obtained by calling any of the three golf shops.

##### 5.11.1. Fees

The Board of Directors of the Community Association sets all golf related rates and fees. Rates and fees are subject to change at the discretion of the Board of Directors.

##### 5.11.2. General Rules

- Golf carts rented from the golf course may not be driven on Sun City roads. The carts are restricted to the golf course paths .
- Practicing on the golf course is forbidden. Practice is limited to the designated practice areas.
- Every player shall have a set of golf clubs. Sharing of clubs is not permitted.
- All occupants of golf carts on the golf course shall have paid greens fees and be playing the related round.
- Walking, jogging, walking pets or any other non-golf activity on the golf course or its golf paths is not permitted. The golf cart trail between Okatie Creek Clubhouse and Palmetto Commons is open to non-golfers for

walking, biking, and golf carts. For safety, skating, rollerblading and skateboarding are not permitted between the Okatie Creek Clubhouse and Palmetto Commons or any other golf cart trail.

- In regards to Golf ball retrieval, every Lot and the Common Area and the common property of any Neighborhood shall be subject to an easement permitting golf balls unintentionally to come upon such Common Area, Lots or common property of a Neighborhood and for golfers at reasonable times and in a reasonable manner to come upon the Common Area, common property of a Neighborhood, or the exterior portions of a Lot to retrieve errant golf balls; provided, however, if any Lot is fenced or walled, the golfer shall seek the Owner's permission before entry. The existence of this easement shall not relieve golfers of liability for damage caused by errant golf balls. Refer to Section 13.5 (a) of the CCRs.
- Golf instruction on all Association property shall be given by Sun City Hilton Head Associates only.
- There shall be no more than 2 persons and 2 golf bags per golf cart/approved LSV.

#### 5.11.3. Proper Golf Etiquette

Proper golf etiquette is required of all players. Failure to comply may result in fines and loss of golf privileges.

This includes:

- Proper decorum in matters of dress includes a collared shirt and/or a mock turtleneck is acceptable. Denim is not acceptable.
- No loud, profane, or indecent language.
- No physical or verbal abuse, of any other person(s).
- Operation of all golf carts in a safe manner and in accordance with the rules and regulations set forth in the Community Association Golf Cart Standards.
- Abiding by the etiquette of golf as published by the USGA.
- Cooperation with starters and rangers including requests regarding pace of play.
- Smoking in golf cart is permitted only with the consent of all occupants.

#### 5.12. GOLF SHOPS

##### Locations

- Argent Lakes
- Hidden Cypress
- Okatie Creek

#### 5.13. HIDDEN CYPRESS

Hidden Cypress is a multi-use facility which include meeting rooms, fitness center, golf pro shop, food & beverage area and Wi-Fi capability.

#### 5.14. HORSESHOES

The Horseshoe facilities are located at New River Sports Park and Lake Somerset. Loaner equipment is available at the New River Sports Park horseshoe

pits. The Horseshoe Pits are located in New River Sports Park. Usage is on a first come first served basis during open times when the club is not using this facility. SunSations Magazine lists club times under the “Horseshoe Club” section.

#### 5.15. LAGOONS/FISHING

- Boats, rafts, wading, and swimming are not permitted in any of the lagoons.
- Individuals recreationally fishing in saltwater from shore (beach, bank, private dock, free public pier, etc.) and those recreationally shrimping and crabbing are required to hold a saltwater recreational fishing license, in accordance with South Carolina Law. This applies to the Riverbend dock.
- Lagoons do not require a fishing license.
- The Association stocks some lagoons. Fish may not be moved from one lagoon to another.
- Fishing is permitted in all lagoons except on the golf course side of the lagoon or on private property. There may be temporary restrictions placed by the Association.
- Catch and release is recommended.
- No resident shall have more than 5 crab traps connected to the Riverbend dock. No traps are to be left unattended.
- Please abide by parking regulations found in Vehicles, Section 29.3.

#### 5.16. LAKE SOMERSET

Lake Somerset is a nineteen (19) acre lake open to residents and their guests for fishing, picnicking, horseshoes, and walking trail. Remote-controlled craft are permitted on Lake Somerset.

#### 5.17. LAKEHOUSE

The Lakehouse is a multi-use facility which includes a ballroom, meeting rooms, fitness center, food and beverage preparation area, both indoor and outdoor pools and spas and a fire pit. Please contact the Lakehouse Front Desk for fire pit availability.

#### 5.18. MAGNOLIA HALL

Magnolia Hall is a 548-seat multi-purpose facility providing meeting space and a state of the art entertainment venue. Magnolia Hall is located at Town Square.

#### 5.19. MULCHING CENTER

The Mulching Center is intended for resident landscape material only. Commercial use of the Mulching Center is prohibited and subject to fines. It is located near the Golf Course Maintenance Facility on Red Dam Road. Open daily from 7 a.m. until 7 p.m. Residents must use their Activity Cards to access the facility.

#### 5.20. PAVILION

The Pavilion is a covered picnic area located in Town Square behind Pinckney Hall. Please contact Lifestyles Services for availability.

#### 5.21. PICKLEBALL COURTS

The Pickleball Courts are located in New River Sports Park and lighted courts are available on the North side at the Argent Lakes Amenity Center. Reservations are made via Chelsea Reservation system via the community website [www.suncityhiltonhead.org](http://www.suncityhiltonhead.org) or contact the Lakehouse Front Desk for information. Open courts are available on a first come first served basis. SunSations Magazine lists club times under the "Pickleball Club" section. Residents may borrow loaner equipment at the Lakehouse Front Desk.

#### 5.22. PINCKNEY HALL SOCIAL BUILDING

Pinckney Hall is primarily intended to serve the social, cultural, and entertainment needs of the members. This facility includes a ballroom with stage, meeting rooms, Wall Street Reading Room, Book Exchange, Broadcast Studio, Wi-Fi capability and the Lifestyle Services Department.

#### 5.23. POOLS

##### **Locations**

- Barataria Outdoor Pool
- Hidden Cypress Outdoor Pool and Spa
- Purrysburg Indoor Pool and Spa
- Riverbend Outdoor Pool and Spa
- Lakehouse Indoor and Outdoor Pools and Spas
- Residents may check in at the pool gates with their Activity Cards.
- Pool hours are posted at each location and are available on the community website ([www.suncityhiltonhead.org](http://www.suncityhiltonhead.org)).
- Use of the pools and spas is at the user's own risk. Lifeguards are not provided. Flotation devices and a rescue hook are available for emergency purposes only.
- Food and drinks are allowed, but only in non-glass containers.

5.23.1. Guest Use of Pool: *See Guest Section.*

#### 5.24. PUTTING GREEN

The Putting Green is located in Town Square. Usage is on a first come first served basis. Residents may borrow loaner equipment at the Purrysburg Fitness Center.

#### 5.25. RIVERBEND LANDING LODGE AND DOCK

The Riverbend Landing Lodge and Dock are located off Highway 170 north of Highway 278 in the Riverbend Neighborhood.

- The Riverbend Landing Lodge and Dock are open to all residents based on availability. The Lodge has a kitchen, bar, meeting rooms and Wi-Fi capability.
- Crab traps left unattended will be removed by the Association.
- Dock equipped with Kayak launch.



#### 5.26. SOFTBALL FIELD

The Softball Field is located in New River Sports Park. The field usage is on a first come first served basis during open times when the club is not using this facility. SunSations Magazine lists club times under the “Softball Club” section. Please no pets.

#### 5.27. TABLE TENNIS

Table Tennis is located at the Craft Center in Town Square. Usage is on a first come first served basis during open times when the club is not using this facility. SunSations Magazine lists club times under the “Table Tennis Club” section. Residents may borrow loaner equipment inside the Table Tennis room.

#### 5.28. TENNIS COURTS

The Tennis Courts are located at Town Square and on the north side Argent Lakes Amenity Center. Reservations are made through the Chelsea Reservation System, via telephone or the community website ([www.suncityhiltonhead.org](http://www.suncityhiltonhead.org)) or contact the Tennis Club; contact information in *SunSations* magazine under chartered club news. Reservations are posted on location. Residents may borrow loaner equipment at the Purrysburg Fitness Center front desk. Lighted Tennis Courts are located in Town Square and at the Argent Lakes Amenity Center. Reservations are made via Chelsea Reservation system via the community website [www.suncityhiltonhead.org](http://www.suncityhiltonhead.org) or contact the Lakehouse Front Desk for information. Open courts are available on a first come first served basis. SunSations Magazine lists club times under the “Tennis Association” section. Residents may borrow loaner equipment at the Purrysburg Fitness Front Desk.

#### 5.29. TRAILS

Golf carts are not allowed on any leisure/fitness trail. It is recommended to wear retro-reflective clothing or gear when walking, jogging or bicycling within the community.

##### 5.29.1. Golf Cart Paths

Walking, jogging, walking pets or any other non-golf activity on the golf course or its golf paths is not permitted. The only golf cart path that is open for non-golfers for walking, biking and golf carts is located between Okatie Creek Clubhouse and Palmetto Commons. For safety purposes, skating, rollerblading, and skateboarding are not permitted between the Okatie Creek Clubhouse and Palmetto Commons or on any other golf cart path.

##### 5.29.2. Town Square Trail

The leisure trail path around Town Square is designed to be a walking/jogging trail. Bicycling, skating/rollerblading and skate boarding are not permitted within Town Square. Bicyclists shall walk bicycles to access bicycle racks.

##### 5.29.3. Nature Trail

Sun City Hilton Head has a designated Nature Trail located between Colonel Thomas Heyward and Sun City Boulevard for the use and enjoyment of all residents and guests for walking only. Therefore, the following are prohibited:

Bicycles	Running	Jogging
Rollerblades	Food	Glass containers
Golf carts	Pets	Smoking

The Sun City Blvd entrance will accommodate parking for bicycles only in designated areas. The Col. Thomas Heyward Road entrance will accommodate parking for bicycles, golf carts, and motor vehicles in designated areas.

#### 5.29.4. Other Trails

Sun City Hilton Head has other designated Trails for use as walking/jogging paths throughout the community, which are available for the enjoyment of all members and guests. Bicycling, skating/rollerblading and walking and exercising pets (in conjunction with Section on Animals sub-section Pets) are also permitted. Golf carts are not allowed on any leisure/fitness trail.

#### 5.30. VOLLEYBALL COURTS

The Volleyball Courts are located at New River Sports Park and are available first come first served. The Volleyball Court is located in New River Sports Park. Usage is on a first come first served basis during open times when the club is not using this facility. SunSations Magazine lists club times under the "Volleyball Club" section.

#### 5.31. WOODWORKERS SHOP

The Woodworkers Shop is located on Red Dam Road and is administered by the Woodworkers' & Model Makers' Guild. Use of the facility is available to Guild members following safety training required by the Guild.

### 6. ANIMALS

#### 6.1. WILD ANIMALS

Per the CC&Rs, owners and occupants acknowledge that this community is located in the vicinity of wetlands and swamps, and that these areas contain abundant wildlife. It is incumbent upon every individual to assume appropriate responsibility in avoiding any action, including landscape material selection, that would do harm to not only wildlife, but their natural habitats as well. All Federal, State, and local laws with respect to wildlife and the environment apply to Sun City Hilton Head. Exercise caution around wild animals. Certain species of wildlife are dangerous, including alligators and some snakes. Feeding or disturbing alligators is strictly prohibited and is a violation of South Carolina state law. Residents and their guests are subject to DNR (Department Of Natural Resources) regulations. Residents should familiarize themselves with those that pose a danger to humans. Owners and occupants of a lot and all tenants, guests

and invitees of any owner or occupant assume all risk of personal injury, illness, or other loss or damage caused by the presence of wildlife on the properties. The feeding of wild animals is prohibited.

## 6.2. PETS

- Residents are responsible for the conduct of their own pets and for that of their guests and/or other occupants.
- A total of two dogs and/or cats (2 dogs or 2 cats or 1 dog/1 cat) to include fostered animals and a reasonable number, as determined by the Board, of other usual and common household pets may be permitted on a Lot. However, any pets that roam free, or, in the sole discretion of the Board, make objectionable noise, endanger the health or safety of, or constitute a nuisance or inconvenience to the owners or occupants of other Lots shall be removed upon request of the Board. If the pet owner fails to honor such request, the Board may remove the pet (as outlined in the CC&Rs, Exhibit C, and Initial Use Restrictions).
- Service animals are intentionally omitted from the following provision. All indoor Association facilities are designated as pet-free environments. This pet-free environment is extended 15 feet from the entrance of any Association facility and to certain other outdoor areas as marked.
- Pet owners are responsible for picking up their pet's waste in all areas of Sun City. Pet owners, other than those using the dog park, shall provide their own disposable bags for pet waste. Community Standards does monitor pet waste removal and may cite pet owners for failing to comply.
- Pets shall be leashed off of owner's property except in the dog park.
- Pet owners assume all liability for claims, personal injury, illness or other loss or damage caused by their pets on the properties.
- Owners shall exercise proper care and control of their animals to prevent them from becoming a public nuisance. The laws and ordinances of the county in which they reside regarding pets to ensure public safety will be enforced by the Community Association. Animals considered to be public nuisances are as follows:
  - Those that molest passersby or passing vehicles
  - Those that attack other animals
  - Those that are at large
  - Those that damage private or public property
  - Those allowed to defecate upon other private properties
  - Those pets that create noise in an excessive, continuous, or untimely fashion
- Such actions could also be interpreted as disturbing the peace in accordance with the county ordinance.

## 7. BULLETIN BOARDS AND WEBSITE CLASSIFIEDS

All postings shall have prior approval from the appropriate Department Director. The judgment of Association Management with respect to decorum will prevail at all times. Postings can be made by Sun City residents only. Items for sale may include

merchandise and homes for sale and for rent within Sun City only. No solicitation allowed. No properties for sale or rent outside of Sun City Hilton Head (no vacation homes, no time shares, etc) will be allowed. Realtors and rental agencies may not post. Rules and guidelines for use of other boards may be obtained from the appropriate Department office. For additional information see Section: Modification/Alteration to Common Area Property.

## **8. BARCODES AND DECALS: SEE VEHICLES**

## **9. BICYCLES**

- Bicyclists and motorists shall share the road and obey the same laws.
- Bicyclists must stop at all STOP signs.
- Bicyclists should stay to the extreme right of the road.
- Bicyclists should ride no more than double file.
- Bicycles will not be operated on Association common areas ½ hour after sunset and ½ hour before sunrise without front and rear lighting.
- Bicyclists should exercise extreme caution when passing pedestrians.
- Use of helmets, warning devices (bells or horns), and retro-reflective clothing is strongly recommended.
- Bicycles are to be parked in bicycle racks. They are not allowed on pool decks or entrances to buildings. Bicycles shall be walked, and not ridden, on sidewalks leading to our facilities.

## **10. CHARTERED CLUBS**

CHARTERED CLUBS ARE ORGANIZATIONS SPONSORED BY THE ASSOCIATION AND ADMINISTERED BY THE EXECUTIVE DIRECTOR TO PROMOTE HOBBY, RECREATIONAL AND CULTURAL PURSUITS. AS SUCH, THE ASSOCIATION ALLOWS THE CHARTERED CLUBS TO USE FACILITY SPACE based on availability. For more information, contact Lifestyle Services located in Pinckney Hall. The Chartered Club Rules and Procedures contain details on administration of the Chartered Clubs. The most current list can be found in SunSations Magazine and the community website ([www.suncityhiltonhead.org](http://www.suncityhiltonhead.org)).

## **11. CODE OF CONDUCT**

The following outlines the Code of Conduct that shall be adhered to within the Community. Comments and complaints are to be civilly directed to the Association Executive Director. The Executive Director shall require that the complaint be submitted in writing before taking action.

- Members, their guests, and staff shall conduct themselves so as not to jeopardize or interfere with the rights, privileges, and safety of any other person.
- Members are responsible for the conduct of their occupants and guests. Occupants and guests will be held to the same standard of conduct as set forth herein for members.

- Members shall refrain from loud, abusive, profane, indecent language, racial slurs or derogatory remarks and shall not accost in a hostile manner any other person(s).
- Members and their guests shall not compromise the safety of others by their actions.
- Members will be held responsible for any damage to Association property caused by the member and/or the member's occupants or guests.
- Members shall not interfere with, reprimand or discipline any Association or Developer employee.
- Members are prohibited from profiting financially or by any other means using their Community Association membership for use of the Association facilities.
- Any member who conducts him/herself in an unbecoming manner or who violates an Association Rule or Regulation is subject to sanctions.
- Note: All Association Personnel and Association Contract Labor shall adhere to the regulations set forth within the Community.

## **12. COMMON AREA PROPERTY & GROUNDS**

All common grounds including but not limited to golf courses, lagoons, nature preserves and wetlands are to be maintained only by the Community Association. Residents are not to plant, cut, mow, trim, dump, deposit, cultivate, remove, build on, install any devices or otherwise modify common areas or plantings on common grounds, without written permission of the Community Association. Aquatic plantings are not to be chemically treated nor physically removed from the water's edge of lagoons. Fines may be levied for alterations and/or damages to Common Area property.

Areas within the Properties designated as "wetlands" on a recorded plat or in a recorded covenant shall be maintained in accordance with the recorded restrictions or covenants relating to such wetlands. Refer to Section 5.3 of the CC&Rs.

### **12.1. MODIFICATIONS/ALTERNATION TO COMMON AREA PROPERTY**

Any modification to Common Area property to include attaching, affixing to, or altering Common Area property is strictly prohibited.

- No Community Association property of any kind will be labeled as a memorial to any resident.
- No Community Association sponsored event will be named as a memorial to/for any resident.
- Events sponsored solely by an individual organization (club, group, neighborhood) may be named as a tribute to a resident who was a member of that organization.

12.1.1. Holiday decorations of neighborhood signs do not require approval. However, the design and quantity of the decorations shall be in good taste and the Board of Directors, in its sole discretion, has the right to determine if such decorations are contrary to good taste. Exterior decorations may be put up no more than 10 days prior to the holiday and shall be removed

within 5 days after the holiday, with the exception of Hanukkah and Christmas. Exterior decorations may be present between Thanksgiving Day and January 10th of the holiday season. Holiday decorations should not cause light glare or other safety hazards related to vehicular or pedestrian traffic. Decorations shall not interfere with visibility of the neighborhood sign and/or the routine maintenance of the surrounding area. Any damage to the signs will be billed to the neighborhoods. Decorations are limited to recognized holidays to include: Valentine's Day, St. Patrick's Day, Easter, Memorial Day, 4<sup>th</sup> of July, Veteran's Day, Halloween, Thanksgiving, Hanukah and Christmas. Seasonal decorations are prohibited.

### **13. COMMUNITY ASSOCIATION DUMPSTERS**

Resident use of Association dumpsters to dispose of personal/household material is strictly prohibited.

### **14. CONSTRUCTION DUMPSTER & PORTABLE TOILET APPLICATIONS**

Applications for a permit for temporary placement of a dumpster, and/or a port-o-john shall be submitted to the Safety and Standards Department Director for review and approval. Approval shall be subject to placement within the resident's property and any possible impact on Storm Water Protection Plan for the Community. Non-transferable construction debris containers, such as "dumpsters", "dump boxes" and trailers, to include port-o-johns shall be placed on the resident's property, not in the street. Containers shall be removed promptly when full. Containers may remain at the residence for a maximum period of one week. Extensions beyond one week require the approval of the Safety and Standards Department Director. All construction debris shall be removed and dumped at an appropriate public or private disposal site. Dumping of any kind, at any location within Sun City Hilton Head is prohibited.

### **15. DRESS CODE**

- Proper dress is required when entering all Association facilities and on all common grounds in accordance with the following basic guidelines:
- Swimming apparel is not appropriate in non-swimming Association facilities unless covered with appropriate non see-through swimsuit cover up.
- Upper body garments shall be worn in all activities and common grounds except by males using swimming facilities.
- Swimming suits are required in all swimming facilities. No cut-offs or street clothes permitted.
- Appropriate athletic apparel is required in athletic sports areas, which may include specific footwear and/or clothing.
- The Executive Director is authorized to more specifically delineate dress requirements as needed within any Association facility or on common grounds.
- Proper golf decorum is required in matters of dress. Denim is not acceptable.

### **16. ESTATE SETTLEMENT**

In the event of the death of a resident, the person listed in the homeowner file (as completed upon registration or subsequently revised by the homeowner), the Executor

of the Estate or a personal representative (as documented) may contact Resident Services to determine the necessary process to obtain a vehicle gate pass in order to settle the resident's affairs. Identification and documentation will be required. Passes will be issued up to 30 days and may be renewed if necessary.

## **17. GAMBLING: SOUTH CAROLINA LAW**

South Carolina Code of Laws §16-19-10 et seq. sets forth crimes and offenses related to gambling and lotteries. These are prohibited on the properties.

### **17.1. GAMING**

South Carolina Code of Laws §16-19-60 provides that members of a club or social organization may gather to play games of tiles, cards, or dice, including, but not limited to, canasta, mahjong, and bridge where the games are played among members in a private residence, home, or community clubhouse. There can be no economic benefit, betting, wagering or gambling related to such activities.

### **17.2. RAFFLES/LOTTERIES**

A qualified nonprofit may conduct certain raffles under S.C. law. The nonprofit must be one recognized by both the SCDOR and the IRS as exempt from Federal and State taxation or is in a class, department or organization of an educational institution; and, organized and operated for religious, charitable, scientific, literary or educational purposes, or for the prevention of cruelty to children or animals; and, is registered (or exempt from registration) with the South Carolina Secretary of State.

## **18. GOLF CARTS: SEE SECTION ON VEHICLES**

## **19. GUEST ACCESS AND USE OF FACILITIES**

A Guest is defined as a person who visits or stays overnight in a Sun City home and does NOT stay for more than 30 days in a consecutive 6 month period. Members are responsible for the conduct of their guests. Each Activity Card holder may extend guest privileges as follows:

### **19.1. CHARTERED CLUB GUEST**

Any chartered club desiring to host an approved tournament or league play that will include invited guests from outside the community shall first notify the Lifestyle Director. A list of invited guests or teams if applicable shall be submitted to the appropriate gate and the Lifestyle Director, the golf professionals, or the Health and Wellness Director, whichever is applicable. Approved tournament guests will be allowed free access at the appropriate gate, and would not be required to obtain guest identification cards prior to utilizing the tournament facility. These guests are limited to the facilities directly related to the tournament or league play only. Chartered clubs are responsible for their invited guests. Detailed definitions of guests and their attendance to chartered club meetings and functions are defined in the Charter Club Rules and Procedures.

## 19.2. HOMEOWNER GUESTS

Guests of residents may use some of the community facilities during their visit. All guests shall check in at the front desks.

- Guests who are 16 years of age and older may use the community facilities without the supervision of an adult or the host resident, providing they have a guest ID card.
- Guests 15 years of age or younger shall have an adult with them at all times and do not need guest ID cards.
- Some facilities may have resident self-use hours. Guests are not permitted into these facilities during self use hours.

### 19.2.1. Guest ID Card

There is no fee for a Guest ID card. However, guests may be required to pay a fee for use of certain community facilities. All guests shall present a Guest ID card when using any amenities without the host resident.

- Guest ID cards are free and may be obtained from all fitness centers and Resident Services in Palmetto Commons.
- Residents must present a valid activity card to obtain or renew a guest ID card; good for 14 days.
- Guest ID cards are required for all adult guests visiting community facilities without the host residents. ID Cards are not needed for children.
- Guest ID cards are not transferable. They shall be presented on demand by Community Association staff or security.
- Holders of Activity Cards who do not identify their guests as such are in violation of these Community Rules and may be subject to sanctions.
- Guest ID cards are intended for use by non-residents, and will not be issued to co-owners, co-occupants, renters, or pre-closers all of whom have the ability to purchase Activity Cards. Guests may not extend guest invitations on their own. They shall be presented on demand by Community Association staff or Security.
- Guests of residents who have need to attend a local school during their temporary visit (which is limited to 90 days in a calendar year if they are under the age of 19) and who require temporary transportation by any type of school bus shall first register with the Resident Services office and then make arrangements with the school bus company providing transportation to the school to pick up students in the lower parking lot at the Okatie Creek Clubhouse. Resident hosts will be responsible for transporting student guests to and from the pickup point.
- In all cases, compliance with guest rules and procedures is the responsibility of the host resident. Failure to assure compliance may result in suspension of guest privileges for the resident.
- Association staff and Security will make random checks of guest ID cards to ensure compliance. Refer to the sections on specific facilities for additional rules and requirements.



### 19.2.2. Guest Fees

Guest fees are in effect for the use of golf courses, fitness centers, and facilities which include land/water/personal instructional classes. The fitness facilities use a system of guest coupons for charging fees. Guest fees for use of fitness facilities may be waived for the holiday periods of Easter, Memorial Day, Fourth of July, Labor Day, Thanksgiving and Christmas. The actual timeframes for such waivers will be announced prior to the holiday. Guests are permitted into all facilities with appropriate guest card identification. Some fitness facilities may have operational hours that are not monitored by staff and are referred to as self-use hours. Guests are not permitted into these facilities during self use hours.

### 19.2.3. Guest Use of Pools

- There is no charge for guests to use the pools.
- Guest who are 16 years of age or older may use any pool during operational hours without the resident hosts providing they have a guest ID card. No guest ID card is needed if they are visiting the pools with the resident host.
- Guests 15 years of age or younger are welcome to use the pools during children's hours only and must be accompanied at all times by their resident host. No guest ID card is required. The times for children's hours are provided in SunSations and on the website, [www.suncityhiltonhead.org](http://www.suncityhiltonhead.org).

## 19.3. VEHICLE GATE PASSES FOR GUESTS

- Access into the community for guests of residents may be provided by calling the 278 Main Gate, 278 North Gate or the Riverbend Gate and requesting a vehicle gate pass for guests. The vehicle gate pass process may not be used to gain access by commercial vendors who are performing work. Vehicle gate passes for guests may be issued for a maximum of 30 days and are valid only for the individual to whom they were issued. Vehicle gate passes for guests are not transferable.
- Chartered Club, Neighborhood, Registered Community Group or Service Organization requiring guest passes for their event must email Lifestyle Services Room Specialist with names and/or number of vehicles, not to exceed five vehicles.
- Five vehicles or more will require a Special Event pass to be printed and delivered to the appropriate gate by the event sponsor. To request a Guest Pass template, email Lifestyle Services Room Specialist.

## 20. MAINTENANCE EASEMENTS

Certain parts of private property may be deemed as maintenance easements, i.e. utilities, storm drainage infrastructure, and lagoon maintenance, As such certain rules and standards may apply including, but not limited to the following:

- 5-1/2' height limit for natural growth at lagoon edge.
- Plantings and/or hardscaping is prohibited within easements.

## **21. MODIFICATIONS TO EXTERIOR OF HOME**

As described in the Declaration, homeowners shall submit an application for Modifications Committee review and approval of supporting documents prior to any exterior property modification, including, but not limited to:

- Construction of house additions, including screen enclosures, glass rooms, and modifications to any previously approved additions.
- Changes to the original house exterior appearance.
- Pool or spa installations.
- Changes or additions to hardscape, such as paving, brick, masonry, concrete, rocks, flagstone, or any inert material. Also, any permanent outdoor barbeques, fountains or water features.
- Landscape, including the original landscaping and alteration of grading or draining.
- Exterior color changes.

For all landscape accessories refer to Appendix B Landscape Accessory Guide in the Design Guidelines.

It is the responsibility of each homeowner to comply with all requirements of the Governing Documents.

Residents seeking further information may contact the Community Standards Department for assistance.

### **21.1. HOLIDAY LIGHTING /DECORATIONS**

Holiday decorations do not require Modifications Committee approval. However, the design and quantity of the decorations shall be in good taste and the Board of Directors, in its sole discretion, has the right to determine if such decorations are contrary to good taste. Exterior decorations i.e. New Year's Day, Valentine's Day, Easter, St. Patrick's Day and Halloween may be displayed no more than 10 days prior to the holiday and shall be removed within 5 days after the holiday. Hanukkah and Christmas decorations may be present between Thanksgiving Day and January 10th. Holiday decorations should not cause light glare or other safety hazards related to vehicular or pedestrian traffic.

### **21.2. HURRICANE SHUTTERS**

Hurricane shutters shall be installed or closed only at the direction of the Community Association Management during a pending weather emergency and shall be returned to the "non-emergency" condition within five (5) days following such event or as designated by Community Association Management.

## **22. MOVING: POD PASSES & MOVING TRUCKS**

### **22.1. POD PASSES**

Residents may have Portable on Demand Storage (PODS) units placed in driveways for the purpose of packing or unpacking for a period of 48 hours. A fine may apply if the unit remains beyond the 48-hour period. If the unit remains in place beyond the 48-hour period, the Community Association may

exercise the option of having the unit removed and the cost of removal charged to the resident.

#### 22.2. MOVING TRUCKS

- Moving trucks may be temporarily kept or stored completely in a driveway for no more than 24 hours.
- Moving Trucks may be parked at Okatie Creek Golf Club lower parking lot space permitting, for up to 3 days with an appropriate parking pass obtained at the Main Gate.

### 23. PALMETTO COMMONS

Palmetto Commons houses the Association's Administrative Departments to include but not limited to the following:

- Executive Administration
- Resident Services
- Community Standards
- Communication
- Finance
- Information Technology
- Human Resources

### 24. PROHIBITED ACTIVITIES

The following activities are prohibited within the Properties unless expressly authorized by, and then subject to such conditions as may be imposed by, the Board as outlined in Exhibit C of the CC&Rs:

#### 24.1. USE OF BODIES OF WATER

Active use of lakes, ponds, rivers, streams, wetlands, or other bodies of water within the properties or within any golf course, except that the owners of any golf courses and their agents, successors and assigns, shall have the exclusive right and easement to retrieve golf balls from bodies of water within the common areas and except that the Board may allow use of non-motorized boats subject to any rules and regulations it may establish. The Association shall not be responsible for any loss, damage, or injury to any person or property arising out of the authorized or unauthorized use of lakes, ponds, rivers, streams, wetlands or other bodies of water within or adjacent to the properties.

#### 24.2. DESTRUCTIVE ACTIVITIES

Activities which materially disturb or destroy the vegetation, wildlife, or air quality within the properties or which result in unreasonable levels of sound or light pollution.

#### 24.3. BUSINESSES

Conducting any business, trade, garage sale, moving sale, rummage sale, Real Estate open house or similar activity, except that an owner or occupant residing in a dwelling unit may conduct business activities which are commonly

conducted within residential areas within the dwelling unit so long as: (A) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the dwelling unit; (B) the business activity conforms to all zoning requirements for the properties; (C) the business activity does not involve visitation of the Lot or Dwelling Unit by clients, customers, suppliers, or other business invitees or door-to-door solicitation of residents of the properties; and (D) the business activity is consistent with the residential character of the properties and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the properties, as may be determined in the sole discretion of the Board.

**24.4. FIREARMS AND EXPLOSIVES**

Discharge of firearms or explosives within the properties.  
The term "firearms" includes "B-B" guns, pellet guns, and other firearms of all types, regardless of size.

**24.5. NUMBER OF OCCUPANTS**

Occupancy of a dwelling unit by more than two persons per bedroom in the dwelling unit. For the purposes of this provision, "occupancy" shall be defined as staying overnight in the dwelling unit more than 30 days in any six-month period;

**24.6. SUBDIVISION**

Subdivision of a lot into two or more Lots after a subdivision plat including such lot has been approved and filed with the appropriate governmental authority, or changing the boundary lines of any lot, except that the Declarant shall be permitted to subdivide or change the boundary lines of lots which it owns;

**24.7. INTERVAL OWNERSHIP**

Operation of a timesharing, fraction sharing, or similar program whereby the right to exclusive use of the dwelling unit rotates among participants in the program on a fixed or floating time schedule over a period of years;

This subsection shall not apply to any activity conducted by the DDeclarant with respect to its development and sale of the properties or its use of any lots which it owns within the properties, including the designation and use of vacation villas. The leasing of a dwelling unit shall not be considered a business or trade within the meaning of this subsection.

**25. PROHIBITED CONDITIONS**

The following shall be prohibited within the Properties as outlined in Exhibit C of the CC&Rs:

**25.1. CLOTHES DRYING FACILITIES**

Outside clotheslines or other outside facilities for drying or airing clothes shall not be erected, placed or maintained on any lot.

## 25.2. LEASING BY DECLARANT

Notwithstanding the above, Declarant retains the right to lease any lot it owns for a period of not less than 30 days, provided the tenant is awaiting the completion of construction of a new home on a lot he or she owns or is under a binding contract to purchase within Sun City Hilton Head.

## 25.3. NUISANCES

No rubbish or debris of any kind shall be placed or permitted to accumulate within a dwelling unit, garage, vehicle or upon or adjacent to any lot so as to render any such property or any portion thereof, or activity thereon, unsanitary, unsightly, offensive or detrimental to any other portion of the properties. Woodpiles or other material shall be stored in a manner so as not to be visible from outside the lot and so as not to be attractive to native rodents, snakes, and other animals and to minimize the potential danger from fires. No other nuisance shall be permitted to exist or operate upon any lot so as to be offensive or detrimental to any other portion of the properties. No activities shall be conducted upon or adjacent to any lot or within improvements constructed thereon which are or might be unsafe or hazardous to any person or property. No open fires shall be lighted or permitted on the properties, except in a contained outdoor fireplace; or barbecue unit while attended and in use for cooking purposes, or within a safe and well designed interior fireplace.

## 25.4. OPEN GARAGE DOORS

Garage doors shall remain closed at all times except when in use.

## 25.5. TEMPORARY STRUCTURES

Tents, shacks, or other structures of a temporary nature on any lot except as approved in accordance with Article XI or as may be authorized by the Declarant during initial construction within the properties. Approved temporary structures used during the construction or repair of a dwelling unit or other improvements shall be removed immediately after the completion of construction or repair.

## 25.6. STORAGE

Storage of furniture, fixtures, appliances, machinery, equipment or other goods and chattels not in active use on the Common Area or any portion of a lot which is visible from outside the lot, except as approved in accordance with Article XI of the CC&Rs.

## 25.7. LEASING

Subleasing and Lease Less than 90 Days of Dwelling Units

"Leasing," for purposes of this declaration, is defined as regular, exclusive occupancy of a dwelling unit by any person other than the owner, for which the owner receives any consideration or benefit, including, but not limited to, a fee, service, gratuity, or emolument. Dwelling units may be leased only in their entirety. No fraction or portion may be leased. No structure on a Lot other than the primary residential dwelling unit shall be leased or otherwise occupied for

residential purposes, except that any lot comprised of more than one acre of land may make residential use of such a structure other than the primary residential dwelling unit for an ancillary use such as in-law suite or nanny suite, but not for independent leasing. There shall be no subleasing of dwelling units or assignment of leases unless prior written approval is obtained from the Board. All leases shall be in writing. No transient tenants may be accommodated in a dwelling unit, and all leases shall be for an initial term of no less than 90 days. The leasing of any lot is further subject to the restrictions on occupancy set forth in Section 2.3 of the Declaration.

Notice of any lease, together with such additional information as may be required by the Board, shall be given to the Board by the lot owner within ten days of execution of the lease. The Owner shall make available to the lessee copies of the Declaration, Bylaws, and the rules and regulations. The Board may adopt reasonable rules regulating leasing and subleasing.

#### 25.8. TRASH CONTAINERS AND COLLECTION

No garbage or trash shall be placed or kept on any lot, except in covered containers of a type, size and style which are approved in accordance with Article XI of the CC&Rs or as required by the applicable governing jurisdiction. Such containers shall be kept inside garages or other structures on lots except when they are being made available for collection and then only for the shortest time reasonably necessary to effect such collection. All rubbish, trash, or garbage shall be removed from the lots and shall not be allowed to accumulate thereon. No outdoor incinerators shall be kept or maintained on any lot.

#### 25.9. WALLS, DOG RUNS, ANIMAL PENS, OR FENCES OF ANY KIND

Walls, dog runs, animal pens, or fences of any kind on any Lot except as approved in accordance with Article XI of the CC&Rs. The Declarant and the Association shall have the right, without obligation, to construct and maintain fences on any portion of the properties which they own.

### 26. REGISTRATION

All new occupants and/or members shall register in person with Resident Services and provide appropriate documents. In unusual situations, properly signed documents or executed Limited Power of Attorney may be used for registration in lieu of a personal appearance. All Activity Cards will contain the cardholder's photograph, member number, and expiration date. Guest ID cards are valid only for the person or persons to whom they are issued, and cannot be loaned, transferred or assigned. All guests, whether accompanied or unaccompanied, shall obtain a guest ID card, and depending on the amenity utilized, pay the designated fee.

#### 26.1. RENTERS

The lessee shall register with Resident Services and provide a copy of his/her signed lease agreement and valid driver's license(s). The lease agreement shall be for a period of not less than 90 days, unless 1) it is an extension of a lease

which was for 90 days or more or 2) the renter has a valid sales contract to purchase a new home in Sun City Hilton Head.

## 26.2. RENTERS OBLIGATIONS

The Renter (Lessee) and owner shall be current and in good standing with the Association. Any Renter who is not in good standing may have all privileges suspended; including, but not limited to use privileges and vehicle decal and barcode.

## 27. REGISTERED COMMUNITY GROUPS

Registered Community Groups are groups that provide additional opportunities for residents to come together with mutual interests that further enhance their lives and the lifestyle of the community. For more information contact Lifestyle Services. Listings are available in SunSations.

## 28. RESERVATIONS/ ASSOCIATION SCHEDULING OF FACILITIES

The CC&Rs give the Association the right to rent or lease any portion of any clubhouse and other recreational facilities within the common area, under the terms of the Room Rental Guidelines, on a short-term basis to any owner or Association-sanctioned group for the exclusive use of such sanctioned group or owner and owner's family and guests.

All use of Association space requires completion and submission of a Room Request Form.

All room schedules are established and maintained by Lifestyle Services. Room reservation requests shall be made by completing a Room Request Form and delivering this form to Lifestyle Services in Pinckney Hall.

Any free-of-charge requests for space by Clubs, Groups and Neighborhoods are limited to a maximum of 4 hours per event. Any additional hours will be charged at the current published Resident rental rates.

Chartered Clubs and Neighborhoods are allowed to reserve rooms for meetings and host two parties per year free of charge per Order of Priority below.

- A meeting shall be defined as a gathering of people for discussion
- A party shall be defined as a social gathering to which people are invited in order to enjoy themselves and often celebrate something
- Any meeting scheduled that has contracted entertainment and/or food shall be considered a party and rental fees will be assessed

### **ORDER OF PRIORITY:**

- 1) Declarant
- 2) Board of Directors to include Board Appointed Committees, Task Forces, and Service Organizations.
- 3) Community-Wide Events
- 4) Chartered Clubs

- 4.1. Regularly scheduled meeting space and a maximum of two (2) parties per year may be scheduled free of charge.
- 5) Neighborhoods :
  - 5.1. During their first year of existence, newly established neighborhoods may meet on a not-to-exceed basis of one (1) meeting per month free of charge. Established neighborhoods may meet on a not-to-exceed basis of six (6) meetings per year free of charge. A maximum of two (2) parties per year may be scheduled free of charge. All residents in a neighborhood must be invited to an event; otherwise a room rental fee is assessed. Unscheduled space may be requested within 72 hours of an additional desired meeting from either the Neighborhood Representative or Alternate Representative. (As outlined in the CC&Rs, 3.5 Neighborhoods, Neighborhood Representatives.)
- 6) Registered Community Groups
  - 6.1. Are entitled to one (1) free room rental per year, based on availability and scheduled within 90 days of rental date.

The Association reserves the right, at all times, to deny, adjust, cancel, reschedule, or move meeting space as deemed necessary, except for Declarant use. If meetings involve catering/clean-up requirements, cost recovery fees will be imposed.

In establishing schedules, the Lifestyle Director adheres to the following policies and stated priorities:

#### 28.1. ALCOHOL

The Community Association holds the liquor license for Sun City Hilton Head property with exception of the on-site restaurants. Only those licensed by the state of South Carolina are permitted to sell alcohol at certain locations within Sun City. Clubs, groups, etc. may not sell alcohol at any event.

Under current South Carolina Laws gambling of any type is prohibited in any establishment that holds an ABL (Alcohol Beverage License).

Any event where alcohol is to be served or consumed on Community Association property shall have the prior written approval of the Lifestyle Director and/or Executive Director and is subject to the laws of the State of South Carolina, any Community Association room rental guidelines in effect, or any other policies established by the Association. Persons serving alcohol within rented rooms assume sole responsibility for any liability that may arise in connection with the service or consumption of alcohol.

South Carolina Code of Laws §61-4-580 prohibits any act that is a crime under the laws of this State from being done in a facility with a liquor license.

#### 28.2. REGULARLY SCHEDULED MEETINGS

- Regularly scheduled meetings by any group of residents shall be scheduled through Lifestyle Services, with fees being levied at the residential room rate.



- Requests for space for all Chartered Clubs and Neighborhoods shall be presented to Lifestyle Services beginning July 1 for the subsequent year. All confirmations will be sent to requestors by September 30, and any duplicate requests shall be negotiated with those involved. See Order of Priority.
- If there are no changes to the previous year's request, submit a No Change Request Form, available from Lifestyle Services in Pinckney Hall and on the website [www.suncityhiltonhead.org](http://www.suncityhiltonhead.org). The No Change Request Form must be submitted to the Room Specialist between June 1 and June 30. Failing to submit a No Change Request Form by June 30 may result in loss of room reservation for the following year. If you submit a No Change Request Form, there is no need to submit a Room Request on July 1.
- Requests for space for regularly scheduled meetings of Registered Community Groups may be submitted beginning July 1 for the first 6 months of the subsequent year. The No Change Request Form does not apply to Registered Community Groups.
- Use of meeting rooms without prior notice and approval is prohibited.

### 28.3. SPECIAL EVENTS

- Requests for space for special events shall be submitted no more than 6 months in advance and will be confirmed on a space available basis.
- The event sponsor will be required to agree to the Association's Room Request Guidelines which establish use fees, deposits, insurance and indemnification requirements and other appropriate charges for the event.
- The Association has the right to deny any special event which the Board determines is inconsistent with policy, inconsistent with the general use and enjoyment of the Association facilities by Activity Card holders and their guests, a threat to the health, safety or welfare of the residents of the community, or otherwise not in the best interests of the Association and the community (subject, however, to Declarant's rights under the governing documents).
- The event sponsor/contracting party is responsible for the conduct of his/her guests. The contracting party is responsible for thoroughly inspecting the meeting space, and ensuring that it is left in its pre-event condition. If, however, additional set-up or cleanup is required, or if damage to Association property is noted prior to the subsequent event, the contracting party forfeits the security deposit and/or is assessed additional charges. See Room Rental Guidelines.

### 28.4. PRIVATE PARTIES

Unscheduled space may be rented to an Activity Card holder for a private event or to an outside concern for meetings or seminars utilizing the fee schedule in place at the time. It is intended that no scheduled meetings of any community groups will be rescheduled to accommodate rental of space.

### 28.5. REGISTERED COMMUNITY GROUPS

Registered Community Groups may request meeting space subject to availability and prior approval of the Lifestyles Director. These events will be

scheduled by the Lifestyles Director upon completion of a Room Request Form. These events may be scheduled no earlier than 6 months in advance of the event unless written approval is given by the Lifestyle or Executive Director and are subject to the rates, deposits and other appropriate charges for meeting facilities.

#### 28.6. NON-PROFIT SPECIAL EVENTS

In special circumstances, non-profit special events may be scheduled one year in advance (example: AARP Tax Aide). Non-profit special events are those routinely sanctioned either by Pulte/Del Webb or the Community Association. Other non-profit special events may be allotted space for seminars or classes subject to availability and payment of established fees.

#### 28.7. RESCHEDULING REGULAR MEETINGS OR SPECIAL EVENTS

Rescheduling of either regular meetings or special events is subject to room and/or resource availability, and must be coordinated through the Lifestyle Room Specialist.

#### 28.8. UNSCHEDULED ACTIVITIES

Use of a meeting space without a reservation may be accommodated at the discretion of the Lifestyle Room Specialist on a first-come-first-served basis, provided such events are in accordance with all Association policies and procedures. Anyone desiring to use meeting space without a reservation (for discussions or impromptu gatherings when a meeting room is not in use, for example), shall contact the Lifestyle Room Specialist for permission. These requests can be made no earlier than 24 hours prior to room usage. Additionally, the meeting space shall be left in the same condition and with the same set-up configuration in which it was found at the time the Lifestyle Room Specialist gave permission for use of the meeting space, or penalties will be assessed to the contact person. Continued use of Association space for the same purpose (card games, for example), constitutes a meeting and is subject to all other meeting guidelines. Rooms may be used for a maximum of two hours. The Association reserves the right to interrupt or terminate or reschedule these activities as necessary to maintain room scheduling priorities as described herein. Failure to obtain proper approval prior to using meeting space constitutes a violation of community rules and may subject the owner to further sanctions.

The following rooms are eligible for daily use without reservation based on availability and must contact Lifestyle Room Specialist before using room(s):  
Hidden Cypress-Coosaw River Room and New River Room  
Lakehouse-Bayside Room and Dockside Room  
Landings Lodge Riverbend-Riverview Room and Marshland Room

## **29. SIGNAGE**

Signs of any kind, except those required by law, including posters, circulars, billboards, "For Sale", "For Rent", "Open House" or other commercial signage shall not be displayed on a lot, house or vehicle (inside or outside).

## **30. SOLICITATION POLICY**

No Solicitation of any kind is permitted including but not limited to door-to-door or lower mailboxes without the prior approval of the Executive Director.

## **31. SMOKE FREE AREAS**

All indoor Association facilities are designated as smoke free environments. This smoke free environment is extended 15 feet from the entrance of any Association facility. Certain outdoor environments including all outdoor pool deck areas, the golf driving ranges, practice chipping areas, practice sand traps, practice putting greens, softball bleachers, tennis bleachers, nature trail, shade structures and other areas as marked are also non-smoking areas. This includes all electronic smoking devices.

## **32. VEHICLES**

Individuals desiring entry to the property will be asked to produce such identification as deemed necessary. The method of using decals or passes serves only to identify the vehicle itself. The driver and any occupant may be identified by other means such as a Sun City Community Association Activity Card or a valid state issued driver's license.

### **32.1. Barcodes/Decals**

Owners/co-occupants/renters are entitled to one barcode and one decal for each motorized or battery operated vehicle owned or leased to that individual. Residents with a valid state issued handicapped placard/ license plate may apply for a SCHH Golf Cart/LSV Handicapped Decal. Handicapped decals will only be valid in Sun City Hilton Head and will have the same expiration date as the handicap placard. Decals and barcodes shall be issued regardless of whether or not the homeowner chooses to obtain Activity Cards under the provisions of # 1 above. As long as a portion of the old decal is returned to the authorized agents of the Association, there is no charge for a new decal and barcode. If the old decal is not returned, there is a charge as may be established by the Board. Under no circumstances will decals and barcodes be issued to non-residents, except as may be authorized by the Declarant or the Association's Executive Director. Renters may be required to pay a security deposit per barcode/decal as established by the Board of Directors.

- All vehicles within Sun City Hilton Head, including golf carts, shall have a valid state registration and proof of insurance, and an authorized Sun City Pass or decal (i.e. permanent valid Sun City decal/bar code, Guest, or Commercial pass) in plain view. Vehicles not displaying current State registration and proper authority to be on the property may be removed from Sun City Hilton Head at the owner's expense.
- Residents of Sun City Hilton Head shall register their vehicles with the Community Association and display a valid property owner's or renter's

decal/barcode. Failure to do so will not allow access through the automatic gate systems.

- Decals will be permanently affixed to the lower outer portion of the windshield by designated personnel unless this space is reserved by state law of the state in which vehicle registered. The decal shall have the month of expiration on the left side and the year of expiration on the right side.
- All property owners and renter decals shall be renewed at Palmetto Commons upon expiration during designated hours and days.
- When the vehicle is disposed of or the windshield replaced, the decal shall be removed returned to Palmetto Commons on the designated times open prior to receiving a replacement decal/barcode. Lost or stolen vendor decals will be reported to the Main Gate immediately. A new commercial decal may be purchased for the full price.
- The Association reserves the right to deny the issuance of a decal, pass, or to remove a decal or pass if it is not used in accordance with the Rules and Regulations of the Association.
- All decals and passes are issued to one specific vehicle. Transferring decals or passes to another vehicle, without prior approval, is strictly PROHIBITED and could result in the revocation of authorization to register vehicles on Sun City Hilton Head property.
- Those members whose accounts are not in good standing with the Community Association will not have authorized access into the Community through the automatic gate systems.
  - Requirements for any Sun City Hilton Head decal: Valid State Issued Driver's License.
  - Current Vehicle Registration or a Bill of Sale (on new vehicles, within 45 days of purchase).
  - Current Proof of Insurance on vehicle being registered.

### 32.2. GOLF CARTS

The standards noted herein apply to a resident's privately owned golf cart, when used in Association common areas. All references to "golf cart" shall include "low speed vehicle" as well.

Golf cart operation is allowed only on the streets, parking lots, and golf courses (when driver is golfing).

- Low speed vehicles are only permitted on golf courses utilizing low speed setting and equipped with the appropriate golf cart tires.
  - For Golf Course use, only standard turf type "golf course tire" per the manufacturer are allowed, recommended size is 18X8.50X8
  - For street and Common Area (excluding Golf Courses) any standard size tire with street tread. Only standard rounded vertical turf tread allowed with a maximum depth of 1/4 inches- NO "knobby" or specialty "off road" types, total tire width must be a minimum of 8 inches.
- Areas Where Golf Carts Not Permitted:
  - Walkways/sidewalks associated with Association facilities and recreation areas, as well as those traversing residential neighborhoods.

- Turf landscape areas, including those adjacent to outdoor sport courts and sport fields, lakes and lagoons (See Section 32.3 Parking), outdoor pools, Town Square, Riverbend Lodge, and the outdoor pavilion.
- Wetland areas, docks inclusive of boardwalk access ways.
- While Association-owned golf courses are defined as common areas, use and restrictions for golf carts in those areas are separately identified in “Golf Course”.
- Golf carts are subject to the same “rules of the road” commonly applied to licensed motor vehicles.
- Failure to obey State/County traffic laws and commonly understood “rules of the road” may result in civil penalties as assigned by local law enforcement officials, and/or sanctions and fines as may be imposed by the Association’s Board.
- Golf carts will always be driven to the far right side of the road, allowing licensed motor vehicles the ability to safely pass on the left.
- Golf cart drivers are reminded that they may be sharing the far right side of the road with bicycles, or other slow-moving maintenance equipment. Golf carts may pass on the left when safe to do so, returning to the far right immediately thereafter.
- The number of passengers in a golf cart cannot exceed the golf cart’s seating capacity.
- Golf carts are not allowed on any leisure/fitness trail.
- Before driving a golf cart on, or across any State or County primary or secondary road outside Sun City Hilton Head including private roads, golf cart owners should contact the South Carolina Division of Motor Vehicles and their insurance company for guidance and clarification. To obtain a State permit, golf cart owners shall show a valid state issued driver’s license and proof of financial responsibility (Liability insurance) and application will be made at the State Department of Motor Vehicles.

32.2.1. Any privately owned golf cart or motorized vehicles being operated on the Common Area or on the golf courses within the community shall be registered with the Association. The individual responsible for such golf cart or motorized vehicle shall register it within 30 days of assuming such responsibility. Proof of ownership, proof of insurance and a valid state issued drivers license shall be shown as part of the registration process. Golf cart and motorized vehicle registrations shall be renewed every three years and are non-transferrable. Association citations in connection with operation of a golf cart or motorized vehicle stand against the registrant of that vehicle.

- Golf cart or motorized vehicle drivers must be at least 16 years of age and have a valid state issued driver’s license and be able to provide proof of insurance. If you are unsure of the adequacy for insurance, you should contact your insurance agent for particulars and guidance. Association Security may ask to see a driver’s license and proof of insurance when stopping a golf cart or motorized vehicle for a traffic violation. Failure to produce those documents within 5 business days after being stopped may

result in the golf cart or motorized vehicle registrant being cited for a violation of the Community Rules.

#### 32.2.2. Damage Caused by Golf Carts or Motorized Vehicles

In the case of damage sustained to Association property, the Association reserves the right to cure the damage and bill the responsible owner for all associated costs.

#### 32.2.3. Safety Equipment for Golf Carts

- At a minimum, all golf carts will be equipped with a rear view mirror, a reliable steering apparatus, efficient brakes, safe tires and either red reflector warning devices or lamps as described below in the front and rear.
- Automatic turn signals are highly encouraged. Without them, the use of standard hand signals is mandatory.

Headlights and taillights are also highly encouraged to facilitate safe driving during periods of fog, and inclement weather. Golf carts may be operated on Association common areas at night with the following equipment: a headlight that emits a white light visible from a distance of 500 feet to the front, a tail lamp that emits a red light visible from at least 100 feet from the rear, brake lights, and automatic turn signals. "At Night" is defined as a period of time from 1/2 hour after sunset until 1/2 hour before sunrise. Additional equipment that should be considered includes emergency warning flashers, a horn, and lap-restraint seat belts (driver and passenger)

### 32.3. PARKING

These rules apply to all vehicle operators within Sun City Hilton Head.

- Only vehicles, including golf carts, with displayed valid handicap parking identification or disabled veteran license plate shall park in a designated handicap parking space. See Barcode Section for Disabled Persons Golf Cart/Motorized Vehicle Decal Information.
- No parking of any motorized vehicle is allowed where prohibited by signage, curb painted yellow or striped pavement. Parking shall be in designated spaces only.
- No motorized vehicles of any type shall be parked or operated on sidewalks except for low-speed personal transporters (under 3 mph), and Sun City Hilton Head maintenance and contractor vehicles.
- Golf carts should always park in designated golf cart parking spaces, when available. Otherwise, golf carts may park in designated motor vehicle parking spaces.
- When parking in a designated motor vehicle parking space, golf carts shall be parked two per parking space: first cart in left front, second cart right rear.
- Parking of golf carts on the grass adjacent to lagoons shall only be in marked parking areas. If marked parking areas are full, or there is not a marked parking area, golf carts may park on any side street, but not less than 30 feet from an intersection.

- Parking spaces designated for golf carts shall not be used by automobiles but may be used by motor driven cycles, scooters, etc.
- No parking on streets where the speed limit is 35 mph. Under certain circumstances, the Association may authorize parking for special events. Such rules will be posted and enforced.
- Parking against the flow of traffic is prohibited.
- Parking on streets should not impede adequate traffic flow.
- Parking on streets within 30 feet upon the approach to any stop sign yield sign, and intersections located at the right side of a roadway is prohibited. No parking on grassy areas unless so designated. Use nearby streets.
- Resident vehicles may not be parked between 2 a.m. and sunrise on residential streets or adjacent to Community Association facilities. If deemed necessary, Security is authorized to issue a special parking pass from the Main Gate. Vehicles with a valid authorized Guest Pass may park in the street overnight. This restriction includes the parking area adjacent to Lake Somerset. Overnight parking on Colonel Thomas Heyward Road, Argent Way and Red Dam Road is strictly prohibited.
- For sponsored or approved trips with transportation by bus parking for travelers is permitted in the back corner of the Pinckney Hall parking lot, which is located at the corner of Sun City Lane and Del Webb Boulevard. Travelers should carpool or be dropped off at the departure point if possible to minimize parking. Cars must display:
  - ...1. a valid Sun City decal
  - ...2. and dashboard pass provided by the trip organizer
- Oversize vehicles (including all boats, RV's, trailers and other vehicles that cannot fit in the resident's garage) may be parked at the Okatie Creek Golf Club lower parking lot, space permitting, for up to 5 days with an appropriate parking pass obtained at the Main Gate. This option may not be used if the vehicle has an assigned storage space in the RV/Boat facility.
- All commercial vehicles shall utilize two orange cones, at least twelve inches in height, placed four feet from the vehicle, one at the rear and front and in line with the vehicle whenever parked within Sun City Hilton Head.
- Any camping or living in any vehicle is strictly prohibited except as authorized in the Boat/RV facility.
- As identified in the CC&Rs, no vehicle may be left upon any portion of the properties except in a garage, driveway, parking pad, or other area designated by the Board. Commercial vehicles, recreational vehicles, mobile homes, trailers, campers, boats or other watercraft, or other oversized vehicles, stored vehicles, and unlicensed vehicles or inoperable vehicles shall not be parked within the properties other than in enclosed garages; provided however, that one recreational vehicle, one camper, or one boat or other watercraft may be temporarily kept or stored completely in a driveway or completely on a parking pad on a Lot for not more than 24 hours within each seven day period. Any covered vehicle constitutes a stored vehicle.
- No parking in front of residential mailboxes Monday through Saturday during daylight hours.

#### 32.4. TRAFFIC RULES AND REGULATIONS

- Sun City Hilton Head is a private, gated community. Pursuant to Article II §2.1(c) of the CC&Rs, the Rules and Regulations set forth herein are applicable to the common areas within the properties. All Sun City Hilton Head owners, tenants, guests, Declarant employees, Management employees and commercial invitees hereby consent to the application of and are bound by these Rules and Regulations by accepting the right to use the roads, streets and parking facilities within Sun City Hilton Head.
- All general “rules of the road” including use of seat belts and child safety devices shall be observed.
- All vehicles shall yield to pedestrians in crosswalks.
- The speeds within our community will be monitored by qualified security personnel utilizing certified radar equipment. Sanctions for violations of these rules may be issued and fines may be imposed.
- Speed limit signs are posted along all of the thoroughfares within the community. The speed limit on main boulevards such as Del Webb Blvd, the four lane sections of Sun City Blvd, and Sun City Lane is 35 mph unless otherwise posted. The speed limit is 25 mph on every other road unless posted differently. The speed limit on Seburn Drive, Walden Lane and on the Millennium Bridge over Hwy 278 is 20 mph. The speed limit in all new construction areas is 15 mph, and is 10 mph at all entrance gates and within all parking areas.
- All vehicles shall yield to fire department, police, EMS, and SCHH Contract Security vehicles with lights flashing and/or sirens blowing or when on the side of the road having stopped another vehicle.
- All vehicles shall obey all posted traffic signs and words and/or symbols marked on paved surfaces.
- The Association may post “No Parking” signs along the streets and roadways where it, in its sole discretion, determines appropriate. Violators are subject to violations and towing.
- Bicycle riders must obey all applicable traffic rules and regulations as well as those additional applicable rules contained in Section 9 herein.
- Motorists shall leave a safe distance between bicycles and/or golf carts when passing.
- Recreational vehicles and vehicles towing boats, trailers, or other items shall not gain access to the property through the automatic gate systems. Use of the automatic gates when towing a vehicle could result in damage to the gate systems and possible sanctions for damage to Community property.

#### 32.5. VENDOR ACCESS

Vendor/Contractor access to the Community is permitted upon the purchase of either a daily pass or an annual pass. A list of situations where the fee is waived is available from the Safety and Standards Department.

- Vendor passes are valid for all work between the hours of 7 a.m. and 7 p.m. except on Sundays, Memorial Day, Independence Day, Thanksgiving Day and



Christmas Day. On those days, the only vendor entry to the Community will be in case of documented emergency situations.

- Vendors/Contractors are not permitted to solicit work, distribute flyers, post signage, or other advertising material.
- Vendors/Contractors shall clean up any trash or debris daily, including site debris that blows off the site and mud tracked onto roadways and remove from property. No construction materials may be placed directly on the road asphalt by Vendors/Contractors. There must be a barrier/protective covering between the material and the road that shall be removed, without scarring or damaging the asphalt, i.e. Tarp. Dumpsters shall be covered at all times when work is not being performed. All damage shall be reported to the Community Association.
- Violators shall be subject to fines and possible permanent removal from property.
- Commercial decals shall be returned to the Main Gate before a decal can be reissued.
- Resident calling in a guest pass for a contractor or other person entering Sun City for commercial activity is prohibited.
- Moving truck(s) and the vehicle(s) with assistants behind them can enter the community 7 days a week between 7:00am and 7:00pm.

### **33. VIOLATIONS, FINES AND SANCTIONS**

Pursuant to Article IV §4.2 of the CC&Rs, Association agents may impose sanctions for violations of these rules and regulations. Violations include those infractions personally observed by or verified by the Association's Board, Management, Security and residents. A written incident report will be completed by the observer and forwarded to the Community Standards office for further processing and action. The applicable notice, hearing and appeal provisions are set forth in the Association Bylaws. These sanctions are listed in the annual fee schedule.

Certain S.C. Code traffic offenses, including, but not limited to DUI, reckless driving, leaving the scene of a collision and handicapped parking provisions, are strictly enforceable on private property. Hearings on these S.C. Code traffic offenses will be in the appropriate Court or other cited jurisdiction.

## **EXHIBIT A – MONETARY FINE SCHEDULE**

### **33.1. NON-TRAFFIC RELATED OFFENSES**

The fees listed below are subject to change at the sole discretion of the Board. All amounts listed are for the first occurrence subject to a fine. For subsequent occurrences of the same offense within a 12-month period, fines may not be waived, fines are doubled and tripled respectively for second and third offenses, and fourth offense will be cause of loss of Association privileges.

For non-traffic related offenses, the Executive Director is authorized to levy fines and other sanctions commensurate with the nature of the violation. Specifically, warnings for first-time offenses are intended to serve as a courtesy to residents for inadvertent violations or minor infractions. Warnings are not mandated for all first-time offenses, and are not to be given for those violations that any prudent and reasonable person would consider serious in nature. In all situations, the Executive Director's judgment will be applied consistently and equitably, and will be premised on similar actions that would be taken by any prudent and reasonable person.

#### **\$85 for the following:**

- Creating a nuisance, such as a loud party, loud radio/TV, etc.
- Failure to comply with Dog Park rules
- Failure to comply with dress code
- Failure to comply with RV/Boat Facility rules
- Littering
- Unleashed pet off own property (except in Dog Park)
- Other violations of the Governing Documents

#### **\$100 for the following:**

- Failure to pick up animal waste and/or improper waste disposal
- Feeding wild animals excluding bird feeders
- Misuse of activity card (excluding those identified elsewhere)
- Unapproved signs

#### **\$300 for the following:**

- Damage to gate arm or gate system plus the cost of repairs
- Each day or portion thereof beyond 48 hours that a POD remains placed in a driveway

#### **\$250 for the following:**

- Code of Conduct - physical or verbal abuse directed toward any other person
- Misuse of activity card - providing an activity card to an unauthorized person to provide access to a Sun City amenity

#### **\$500 for the following:**

- Feeding, molesting, or removing alligators from Community Property

**\$500-\$1,000:**

Fine plus cost of repair for damage to Community Property - includes any damage to community property and may include, but is not limited to the following:

- Chemically treating or physically removing aquatic plantings from lagoons
- Cutting, dumping or depositing of any material or disturbing designated wetlands
- Cutting, mowing, removing or adding additional plantings to common area property
- Depositing any substance into storm drains or lagoons
- Damaging roads, curbing and storm drains

**33.2. TRAFFIC RELATED OFFENSES**

Traffic related offenses apply to all vehicles (cars, golf carts, low speed vehicles (LSV), motorcycles, motorized vehicles, scooters, bicycles, etc.) All amounts listed are for the first offense subject to a fine. For subsequent occurrences of the same offense in a 12-month period, fines are doubled for second offense, and tripled for the third and subsequent offenses. Third and subsequent occurrences in a 12-month period may involve other sanctions such as loss of Association privileges.

**\$30 for the following traffic related violations (Category A):**

- Failure to use a seatbelt
- Improper or missing Association decal
- Non-registration of golf cart, LSV or other small road vehicle
- Normal parking violations (e.g. parking on grass or non-designated parking space, in front of mail boxes, etc.; excluding handicapped parking spaces, emergency/fire lanes, handicapped loading/unloading space (blue diagonal lines) or in front of hydrants)
- Overnight parking on roadway or in parking lots other than Okatie Creek Golf Club lower parking lot without a permit
- Parking boats, trailers, etc., in a driveway/open area for more than 24 hours

**\$85 for the following (Category B):**

- Failure to stop at a stop sign
- Parking violations - emergency/fire lanes, handicapped loading/unloading space (blue diagonal lines) or in front of hydrants
- Speeding
- Other driving violations (e.g. failure to stop for amber lights, passing on curve, failure to yield, improper lane change, failure to yield to pedestrians in crosswalk, etc.)

**\$100 for the following (Category C):**

- Illegal golf cart use (e.g. unlicensed driver, passengers not seated, more than three persons per seat)
- No insurance, no registration, no driver's license (if proof provided within five days, that portion of citation is removed)

**\$200 for the following (Category D):**

- Parking in a handicap parking space (if proof of handicap placard is provided within five days, the fee will be reduced to \$25)
- Reckless driving (defined in Sun City as three or more simultaneous infractions or speeding 20 miles per hour or more over the speed limit)
- Unauthorized transfer of Association decals from one vehicle to another

**\$250 for the following (Category E):**

- Illegal entry onto Sun City property
- Resident calling in a guest pass for a contractor or other person entering Sun City for commercial activity
- Verbal or physical abuse of Security and/or Safety and Service Personnel while performing designated Association duties