

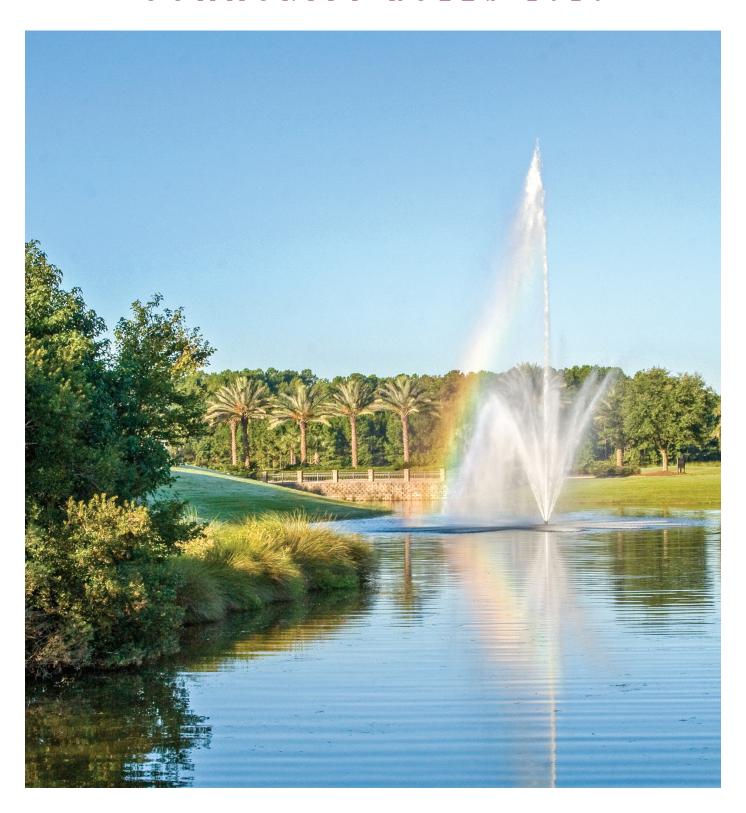
## **Revised 2020 Schedule of Fees and Community Rules**

This online version of the Schedule of Fees and Community Rules was updated in January 2020 to reflect changes in the Fee Schedule that were made after the hard copies were printed. It will differ from the hard copy of the Schedule of Fees and Community Rules that was delivered to households with the February issue of *SunSations*.

## For the Schedule of Fees

- The fee for Tennis Court Time has changed to \$10 per guest and a maximum of \$20 per court time.
- The fee for a Gentleman's Facial has changed to \$60
- The TRX Small Group Training Bulk Pass is for 8 sessions, one hour each
- The Anti-Aging Chemical Peel treatment is for 30 minutes

# SCHEDULE OF FEES AND COMMUNITY RULES 2020







# Dear Sun City Hilton Head Resident:

In these following pages, you will find the 2020 Schedule of Fees. It includes information about the 2020 budget, assessment information and the different charges for various activities in Sun City Hilton Head. Keep this booklet close at hand throughout the year for easy reference. Please be aware that all fees and fines are subject to change.

Thank you for choosing Sun City Hilton Head. Enjoy the lifestyle.

## Sincerely,

The Sun City Hilton Head Community Association

<b>Budget Summary 2020</b>			Assessment Allocation 2020		
Assessment Revenue	\$	19,376,847	Operations	\$	1,836
Reserve Contribution	(\$	3,690,828)	Reserve	\$	432
Other Revenue	\$	4,187,675			
Golf Revenue	\$	3,958,929	<b>Total Assessment Budgeted</b>	\$	2,268
Total Revenue	\$	23,832,623			
Cost of Sales	\$	1,302,816			
			Additional Income and Expen	ditu	ires
Total Net Revenue	\$	22,529,807	Community Enhancement Fee		
			Income (contributed directly to reserve)	\$	643,750
Payroll	\$	4,673,330			
Utilities	\$	1,439,230	Capital Expenditures	\$	212,723
Repair and Maintenance	\$	1,009,272	Reserve Expenditures	\$	3,809,581
Operating Expenses	\$	10,524,257			
Taxes, Licenses and Fees	\$	376,625			
Golf Expenses	\$	4,105,606			
Total Expenses	\$	22,128,320			
Income from Operations	\$	401,487			
Does not include non-cash expense	es, su	ch as depreciation			

For more information, including a full list of capital and reserve projects, please see the Annual Meeting 2019 presentation slides on **www.SunCityHiltonHead.org**. Log in and click "Documents" under the Community Library tile. Then click "Board Meeting Minutes and Presentations 2019." The slides will be in a folder labeled "Annual Meeting Documents."



# Community Association Assessment and Fees 2020

Base Assessment per lot Billed quarterly (Dec. 31, March 31, June 30, Sept. 30)		\$2,2 \$ !	
• Includes 2 activity cards			
Must provide copy of closing statement/HUD at registration  Personal contribution included in assessment (applied).		\$ 4	122
Reserve contribution included in assessment (annual)		<b>ب</b>	+32
Additional Activity Card		\$ 2	215
Calendar year renewal required			
Renter Registration Fee (mandatory per renter/per calendar year)  • Term of lease and/or rental agreement required		\$ 2	225
Homeowner activity cards must be on file			
• Required with lease renewal (refer to section 3.2)			
Pre-Closer Activity Card (Renter outside SCHH) (per household per month)  1/12 of the annual assessment		\$ 17	76.67
• Includes 2 activity cards			
Must have copy of contract			
Pro-rated refund may be applicable			
Resident Activity Card Reprint (damaged)		\$	5
Resident Activity Card Replacement (lost)		\$	5
Fee for copy of Governing Documents/Community Rules (per page)		\$	0.15
You can see this document for free by logging into www.SunCityHiltonHead.org	g,		
clicking on "Documents" on the Community Library tile. The document will be in t Publication folder.	he		
Administrative Transfer Fee		\$ 3	300
Community Enhancement Fee		\$1,2	250
Applies to resales only; proceeds for reserve fund.			
Pine Straw, per bale (includes sales tax)		\$	5.35
New Member Fee (applies to resales)	1/3 of 1 percent of sal	es p	rice



# Neighborhood Assessments 2020

Coastal Villas Neighborhood Assessment	\$3,840
Amount billed quarterly	\$ 960
Reserve amount included in assessment (annual)	\$ 711
Live Oak Village Neighborhood Assessment	\$3,846
Amount billed quarterly	\$ 961.50
Reserve amount included in assessment (annual)	\$ 738
Egret Cove Neighborhood Assessment	\$3,750
Amount billed quarterly	\$ 937.50
Reserve amount included in assessment (annual)	\$ 840
The Aviary Neighborhood Assessment	\$4,044
Amount billed quarterly	\$1,011
Reserve amount included in assessment (annual)	\$ 936
The Preserve Neighborhood Assessment	\$3,525
Amount billed quarterly	\$ 881.25
Reserve amount included in assessment (annual)	\$ 924
Seaford Place Neighborhood Assessment	\$4,356
Amount billed quarterly	\$1,089
Reserve amount included in assessment (annual)	\$1,038
Summerplace Village Neighborhood Assessment	\$4,356
Amount billed quarterly	\$1,089
Reserve amount included in assessment (annual)	\$ 990
Argent Cottages Neighborhood Assessment	\$ 870
Amount billed quarterly	\$ 217.50
Plymouth Cottages Neighborhood Assessment	\$ 720
Amount billed quarterly	\$ 180
Andover Cottages Neighborhood Assessment	\$ 936
Amount billed quarterly	\$ 234
Cypress Hollow Neighborhood Assessment	\$ 921
Amount billed quarterly	\$ 230.25
Argent 2 Landscape Benefited Assessment	\$ 768
Amount billed quarterly	\$ 192



## 2020 SCHH Golf Plans and Rates Reference Chart

 $AM = Before \ 2 \ p.m. \mid PM = 2 \ p.m.$  and  $After \ Rates \ do \ not \ include \ applicable \ taxes.$ 

		Okatie Creek and Hidden Cypress			Argent Lakes				
		18-holes 9-holes		18-h	oles	9-holes			
SCHH Golf Plan	Plan Fee	AM	PM	AM	PM	AM	PM	AM	PM
Standard Single includes warm up bucket	\$625	\$31	\$26	\$20	\$16	\$24	\$19	\$16	\$12
Standard Couple includes warm up bucket	\$780	\$31	\$26	\$20	\$16	\$24	\$19	\$16	\$12
Premium Single includes warm up bucket	\$2,090	\$15	\$13	\$9	\$8	\$11	\$8	\$6	\$4
Premium Couple includes warm up bucket	\$3,135	\$15	\$13	\$9	\$8	\$11	\$8	\$6	\$4
Standard Single includes unlimited range	\$4,050								
Standard Single includes unlimited range	\$6,150								
SCHH Residents &									
Accompanied Guests		\$45	\$40	\$28	\$25	\$33	\$27	\$20	\$16
Non-Resident		\$50	\$44	\$35	\$31	\$38	\$31	\$23	\$18

Golf Course owned cart rental fees are \$14 for 18-holes and \$9 for 9-holes per person, plus sales tax.

# **Range Pass Options:**

Single With Plan	\$ 220
Couple With Plan	\$ 330
Single Without Plan	\$ 300
Couple Without Plan	\$ 450

Daily Fees: Large Bucket \$6 Warm Up Bucket \$3.50

# Modification and Architectural Review Subcommittee Fees and Fines 2020

Application fees for concrete enhancements, driveway extensions, patio extensions, courtyards, screen enclosures, room under existing roof of home	\$ 35
Application fees for pergolas/gazebos, outdoor fireplace, outdoor kitchen, golf cart garage extension, room addition beyond, screen enclosure beyond	\$ 90
Application for pools, spas/Jacuzzi	\$ 200
Thirty (30) day expiration date extension request - fee based Thirty (30) day expiration date extension request - non-fee based	Same as original \$ 30
Modification Fines:	
Failure to maintain silt fencing	\$ 255
Failure to comply with Cease and Desist order from the Standards Department	\$ 300
Starting or completing a modification to the exterior of a residence without applying through the Modification Dept. or obtaining an approved Modification Notice to Proceed.  Fee Based Application  Non-Fee Based Application	\$100 - \$1000 \$30 - \$100
Completed modification that varies from approved plans, the project is in violation of the design guidelines (see Design Guidelines 5 - Reviewing Body and Enforcement of Instruments).  Fee Based Application  Non-Fee Based Application	\$100 - \$1000 \$30 - \$100
For every month the violation remains un-remedied as mandated by the Modification Committee, the fine will be doubled.	

Modification application processing fee is non-refundable.

# Riverbend ARB Fee and Fine Schedule 2020

Riverbend New Construction Fee (non-refundable)	\$ 4,300
Riverbend rush inspections/re-inspection caused by owner	\$ 200
Riverbend plan revision within the first 45 days of final approval Riverbend plan revision beyond 45 days after final approval	No charge \$ 255
Riverbend Refundable Homeowner Compliance Deposit Riverbend Refundable Contractor Compliance Deposit Riverbend Refundable Landscape Contractor Compliance Deposit	\$ 5,000 \$ 3,000 \$ 2,000
Riverbend <i>new construction</i> exterior plan or specification (including color) change; not requested but found during or after construction (per occurrence) or Non-compliance to the Riverbend Design Guidelines for new construction. (See the Architectural Review Board Fee and Fine Schedule)	\$50 - \$1,000 \$50 - \$1,000
Riverbend Cease & Desist for new construction	\$ 1,000

# Modification and Architectural Review Subcommittee Fees and Fines 2020

## Fines:

Start of tree removal, demolition, grading, landscaping Excavating, or any construction without ARB Riverbend approval to commence cor	struction	\$1,000
Variance not requested		\$ 500
Excavation material removal failure		\$ 250
Failure to maintain silt fencing		\$ 250
Failure to maintain tree protection		\$ 250
Dumping/depositing construction material in storm drains		\$500 - \$1,000
Damage to community property plus cost of restoration/repair		\$500 - \$1,000
Construction signage without prior approval		\$ 250
Open fires		\$ 500 per occurrence
Violating daily operation hours		\$ 100 per occurrence
Loud music, yelling, or noise		\$ 100 per occurrence
Inspections requested by contractor but not complete at time of inspection		\$ 100 per occurrence
Exterior plan or specification (including color) change not requested but found during or after construction		\$ 500 per occurrence
Miscellaneous This would normally cover Cease & Desist. Some instances are minor and should not be charged a standard fee of \$1,000		\$100-\$1,000
Failure to complete construction within eighteen (18) months of the start date	Forfeit of Total Cor	mpliance Deposit



# Community Related Offenses 2020

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 offenses will be cause of loss of Association privileges.

For non-traffic related offenses, the General Manager 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 General Manager'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.

Failure to comply with Owner's Maintenance Responsibility	\$ 55
Creating a nuisance, such as loud party, loud radio/TV, etc.	\$ 90
• Failure to comply with Dog Park Rules	\$ 90
Failure to comply with dress code	\$ 90
• Failure to comply with RV/Boat Facility Rules	\$ 90
• Littering	\$100
• Unleashed pet off own property except in Dog Park	\$ 90
Other violations of the Governing Documents	\$100
• Failure to pick up animal waste and/or improper waste disposal	\$105
Feeding wild animals excluding bird feeders	\$105
Misuse of activity card (excluding those identified elsewhere)	\$105
Unapproved signs	\$105
Damage to gate arm or gate system plus the cost of service to gate	\$325
• Each day or portion thereof beyond 48 hours that a POD remains placed in a driveway	\$200
• Illegal dumping and/or depositing (includes dumping in storm drain)	\$500-1,000
<ul> <li>Any fees assessed to the Association shall be transferred to the responsible party</li> </ul>	
Open fires (per occurrence)	\$500
Violating daily hours of operation (per occurrence)	\$200
Miscellaneous job site maintenance issues and general job site practices	\$125
• Code of Conduct	\$300
• Trespassing	\$300
Misuse of activity card: providing an activity card to an unauthorized	\$300
person to provide access to a Sun City amenity	
• Feeding, molesting or removing alligators from community property	\$500
• Fine plus cost of repair for damage to community property; includes any damage to	\$500-\$1,000

• Chemically treating or physically removing aquatic plantings from lagoons

community property and may include, but is not limited to the following:

- 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, curbs and storm drains



Traffic-related offenses apply to all vehicles (cars, golf carts, low speed vehicles (LSV), motorcycles, mopeds, 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 the second offense and tripled for the third and subsequent offenses. Any fine may also be accompanied by a sanctioned loss of Association privileges.

## **Category A:**

entego., ru	
Failure to use seatbelt	\$ 35
• Improper or missing Association decal	\$ 35
• Non-registration/expired registration of golf cart, LSV or other small road vehicle	\$ 35
• Parking violations (e.g. parking on grass or non-designated parking space,	\$ 35
in front of mail boxes, etc.)	
Overnight parking on roadway or in parking lots other than Okatie Creek Golf Club	\$ 35
lower parking lot without a permit (obtained from Security)	
• Parking boat, trailers, etc. for more than 24 hours in driveway/open area/street	\$ 35
Category B:	
• Failure to stop at a stop sign	\$100
Parking violations: emergency/fire lanes, handicapped loading/unloading space	\$100
(blue diagonal lines) or in front of hydrants	
• Speeding	\$100
• Other driving violations (e.g. failure to stop for amber lights, passing on curve,	\$100
failure to yield, improper lane change, failure to yield to pedestrians in a crosswalk, tailgating, etc.)	
• Illegal golf cart use (e.g. unlicensed driver, passenger not seated, more than 3 persons per seat)	\$100
• No insurance, no registration, no driver's license (if proof provided within 5 days,	\$100
this fine will be reduced to \$25)	
Parking in a handicap parking space (If proof of handicap placard is provided	\$200
within 5 days, the fine will be reduced to \$25)	
Category C:	
• Reckless driving (defined in Sun City as three or more simultaneous infractions or	\$250
speeding 20 miles per hour or more over the speed limit)	
• Unauthorized transfer of Association decals from one vehicle to another	\$300
• Illegal entry onto Sun City property	\$300
Resident calling in a guest pass for a contractor or other person entering	\$250
Sun City for a commercial activity	
Verbal or physical abuse of Security and/or Safety & Services personnel while	\$300
performing designated Association duties	



# RV Parking Facility and Overnight Fees 2020

Deposit (refundable)	\$ 100
Rates (annual):	
Under 20 feet	\$ 194
20-35 feet	\$ 288
Greater than 35 feet	\$ 388
Overnight Fees, per night (includes applicable taxes)	\$ 38
Fines—Unauthorized Access	
1st Offense	\$ 260
2nd Offense	\$ 525
Other Community Association Fees 2020	
Copies (per page)	\$ 0.15
Fax (located at Palmetto Commons Building)	
Incoming (per page)	\$ 3
Outgoing Local (area codes 843, 854 and 800; per page)	\$ 3
Outgoing Long Distance (per page)	\$ 3.50
Outgoing International (per page)	\$ 7
Notary Services (per document)	\$ 6
Witness of Signature (per witness)	\$ 6
Returned Check Fee	Bank Fee
Vendor Decals 2020	
Class I (4 Wheel Vehicle)	
Annual Rate	\$ 300
Daily Rate	\$ 15
Class II (6 Wheel Vehicle)	
Annual Rate	\$ 450
Daily Rate	\$ 30
Class III (8+ Wheel Vehicle)	
Annual Rate	\$ 600
Daily Rate	\$ 40
Fleet Rate (15 vehicles) (annual rate)	\$3,000
Domestics and Realtors	\$ 60



# Communications and SunSations Advertising 2020

Residents who are interested in advertising in SunSations Magazine can contact the Communication Department at advertising@schhca.com or visit the About Us page of www.SunCityHiltonHead.org for a copy of the Media Kit.

## **Communications-Other Charges:**

SunSations subscription (available for residents only; first class postage rate per issue)

#### **Amount**

\$10 per month



# Lifestyle Services Resident Room Rates 2020

The rates shown are for Sun City Hilton Head Chartered Clubs, Neighborhoods, Registered Community Groups, resident private events and resident non-business events.

Location	First Two Hours	Each Additional Hour
Magnolia Hall		
<b>Entire Hall,</b> including box office; no access to sound booth ( <i>Theater Style seating for 540 + 8 handicap</i> ) See Fee Schedule for Audio Visual Rates.	\$600	\$180
<b>Azalea Room-Left Side</b> (Theater Style seating for 270 + 4 handicap)	\$300	\$ 75
<b>Bayberry Room-Right Side</b> (Theater Style seating for 270 + 4 handicap)	\$300	\$ 75
Camellia Room (Rehearsal Room, Theater Style seating for 78)	\$ 20	\$ 5
<b>Dogwood Room</b> (Rehearsal Room, Theater Style seating for 78)	\$ 20	\$ 5
<b>Evergreen Room</b> (Green Room, Theater Style seating for 45)	\$ 15	\$ 5
Box Office	\$ 40	\$ 15
Special rate to Performing Arts Clubs (per day)	\$800	
Pinckney Hall		
With rental of any room listed below, kitchen can be used if available, for addi	itional refundable depo	sit
<b>Carolina Ballroom</b> (Theater Style seating -550, Banquet Style-368)	\$400	\$115
<b>Dance Floor and Stage</b> (Theater Style seating-250, Banquet Style-144)	\$275	\$ 85
<b>May River Room</b> (Theater Style Seating-60, Classroom Style-32, Banquet Style-48)	\$ 65	\$ 20
Colleton River Room (Theater Style-50, Classroom Style-24, Banquet Style-32)	\$ 45	\$ 15
Colleton River Rooms-Front and Back (Theater Style-100, Classroom Style-48, Banquet Style-64)	\$ 85	\$ 25
<b>Broad River Room</b> (Theater Style-50, Classroom Style-24, Banquet Style-32)	\$ 45	\$ 15
Chechessee River Room (Theater Style-50, Classroom Style-24, Banquet Style-32)	\$ 45	\$ 15
Special rate to Performing Arts Clubs (per day)	\$600	



Location  Hidden Cypress Golf and Recreation Center		rst vo Hours	Each Additional Hou
<b>Hidden Cypress Ballroom</b> (Theater Style-204, Classroom Style-96, Banquet Style- 144)	\$	200	\$ 60
Savannah River Room (Theater Style-67, Classroom Style-32, Banquet Style-48)	\$	70	\$ 20
Okatie River Room (Theater Style-70, Classroom Style-32, Banquet Style-48)	\$	70	\$ 20
Santee River Room (Theater Style-67, Classroom Style-32, Banquet Style-48)	\$	70	\$ 20
Coosaw River Conference Room (10 - existing set up large-conference table/10 chairs)	\$	20	\$ 5
<b>New River Room Conference Room</b> (10 - existing set up large-conference table/10 chairs)	\$	20	\$ 5
Lakehouse at Argent Lakes			
With rental of any room listed below, kitchen can be used if available, for addition	nal refun	dable depo	sit
Ballroom (Theater Style - 120 or 15 Round Tables of 8)	\$	225	\$ 70
<b>Bayside Room</b> (9 tables of 4 = 36, existing setup only)	\$	45	\$ 15
<b>Dockside Room</b> (4 tables of $4 = 16$ , existing setup only)	\$	20	\$ 5
Landings Lodge at Riverbend			
Riverview Room (Pool Side) (Existing Set-up: 4 Round Tables/40 Chairs, Theater Style - 50)	\$	55	\$ 20
Marshland Room (Existing Set-up: 3 Round Tables/30 Chairs, Theater Style - 37, 6 Tables of 4 = 24) With rental of either room listed above, kitchen can be used if available, for additional refundable deposit	\$	45	\$ 15
Landings Lodge (Bar and Kitchen use with Lodge rental)	\$	275	\$ 85
Outdoor Grill and Picnic Area	\$	30	No Charge
Pavilion	First Four Hours		
Existing setup (24 Picnic Tables, 6 handicap tables and 6 Banquet Tables)	\$	55	\$ 20
<b>Grill Fee</b> Personal grills not permitted; Grills may not be rented without rental of the Pavilion	\$	30	No Charge
Lake Somerset			
Residents are requested to schedule this facility in order to eliminate double bookings and assist with maintenance of area.	No	Charge	



# Lifestyle Services Resident Room Rates 2020

#### **Additional Support Charges**

Any resident, club, group, neighborhood, or non-resident function that requires extra equipment or manpower, regardless of rental rate status, shall be subject to the following charges:

Banquet Setup Technician Support Large scale events, of any type, exceeding 500 attendees shall be subject to an additional security coverage charge \$100 per hour for 2 technicians Per Event

#### **Additional Information:**

- All room requests must be made through Lifestyle Services.
- For any resident or non-resident function, payment of room is due 7 business days after confirmation. If payment is not made in full for the venue within 7 days, the reservation will be made available for others to book. Payment can be made by credit card, activity card (Sun City residents), check or money order.
- For any club, group, or neighborhood function, full payment is due within 30 days before the booked function. If payment is not made in full for the venue within 30 days before the booked function, the reservation will be made available to others to book.
- Vendors must provide the following to the Lifestyle Services Department: 1) Proof of insurance; 2) Proof of an applicable business license and/or other required F&B license; e.g., health and hygiene certification, liquor license.
- A "No Show Fee" of the published room rental fee will be charged to the party renting a room and not using or canceling the room reservation, regardless of rental rate status.
- Unscheduled Room Usage: 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 (defined as more than three times per calendar year) 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 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 residents 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 at Riverbend: Riverview Room and Marshland Room

**Equipment Fee Schedule** \* Chartered Clubs, Neighborhoods and Registered Community Groups pay only for items indicated with an asterisk (\*), regardless of room rental status.

Electronic	Amount
Bunn Coffee Machine (Pinckney Hall, includes filters)	\$20
Wireless Microphone	\$10
• Handheld	\$10
• Lapel	\$10
Corded Stationary Microphone	\$10
Wireless Lapel Microphone	\$10
Electronic Piano (Magnolia Hall and Pinckney Hall)	\$30
*Food Warming Unit (Pinckney Hall)	\$25
Portable Sound System (without operator, Pavilion only)	\$25
Video Projector (ceiling or portable)	\$25
Flat Screen Monitor HDMI/VGA, no projector or screen needed	\$35
Equipment	
Easel	\$ 5
Podium	\$10
*Riverbend Gas Grill	\$30
Portable Screen	\$15
Pull down Screen (Located in Hidden Cypress, Pinckney Hall, Magnolia Hall, Lakehouse)	\$15
*White Tablecloths	
• 52' x 114'	\$ 5 Per Table
• 85' x 85'	\$10 Per Table
Table Numbers and Stands	No Charge
*Table Skirting	\$ 5 Per Table
Service	
*Audio Visual Rate	\$35 Per Hour



# 2020 Health and Wellness Fees

Fitness Class Daily	\$ 7
Unlimited 1 Month	\$ 60
Unlimited 1 Month Co-occupant Couple	\$100
Unlimited 6 Months	\$303
Unlimited 12 Months	\$550
(Unlimited passes, freeze option not available and non-refundable)	
Piscounted Bulk Class Passes	
15 Class Pass (\$6 each)	\$ 90
30 Class Pass (\$5.50 each)	\$165
50 Class Pass (\$5 each)	\$250
(Never expire, no refunds)	
ersonal - Small Group Training Programs	
Jump Start (4 sessions, each 30 minutes)	\$ 99
2 times a week (12 sessions, each 30 minutes)	\$270
3 times a week (18 sessions, each 30 minutes)	\$396
TRX Small Group Training (1 hour) PFC only	\$ 20
TRX Small Group Training Bulk Pass (8 sessions, each 1 hour)	\$125
nstruction/Services	
iuest Services	
Fitness Class Daily	\$ 10
10 Guest Coupons (Fitness Only)	\$ 75
Tennis Court Time (1.5 hour, price per guest with a maximum of \$20 per court time)	\$ 10
(Guest fees are year-round, including holidays)	
Massage Services	
Swedish - 60 min	\$ 65
Swedish - 90 min	\$ 95
Deep Tissue - 60 min	\$ 73
Deep Tissue - 90 min	\$102
Hot Stone - 60 min	\$ 90
Hot Stone - 90 min	\$120
sthetician Services	
Rescue Remedy Facial - 30 min	\$ 50
Gentleman Facial - 45 min	\$ 60
Signature Facial - 60 min	\$ 80
Back Facial - 30 min	\$ 50
Anti-Aging Chemical Peels - 30 min	\$ 95



# 2020 Health and Wellness Fees

# **Tennis Instruction**

Daily Clinic - 90 min (max 6 players)	\$ 25 per person
Daily Clinic - 60 min (max 6 players)	\$ 25 per person
Private Lesson - 30 min	\$ 26.50
Private Lesson - 60 min	\$ 52
Semi Private Lesson - 60 min	\$ 30 per person
Private Lesson Package - 10 hours	\$ 500
Team Practice - 90 min (6-8 players)	\$ 20 per person

# COMMUNITY RULES 2020



# Table of Contents

1. INTRODUCTION	20	5.15. Lake Somerset	26
2. SOURCE OF AUTHORITY	20	5.16. Lakehouse	26
3. ACTIVITY CARDS	21	5.17. Magnolia Hall	26
3.1. Activity Cards	21	5.18. Mulching Center	27
3.2. Renters' Activity Cards	22	5.19. Pavilion	27
4. ADDRESS CHANGE	23	5.20. Pickleball Courts	27
5. AMENITIES	23	5.21. Pinckney Hall Social Building	27
5.1. Billiards	23	5.22. Pools	27
5.2. Boat/RV Facility	23	5.23. Putting Green	27
5.3. Bocce Courts	24	5.24. Riverbend Landing Lodge and Dock	27
5.4. Children's Playground	24	5.25. Softball Field	28
5.5. Croquet Courts	24	5.26. Table Tennis	28
5.6. Crafts Center (Yemassee)	24	5.27. Tennis Courts	28
5.7. Dog Park	24	5.28. Trails	28
5.8. Fitness Facilities	25	5.29. Volleyball Courts	29
5.9. Gazebo	25	5.30. Woodworkers Shop	29
5.10. Golf Courses	25	6. ANIMALS	29
5.11. Golf Shops	26	6.1. Wild Animals	29
5.12. Hidden Cypress	26	6.2. Pets	29
5.13. Horseshoes	26	7. BULLETIN BOARDS	29
5.14. Lagoons/Fishing	26	8. BARCODES AND DECALS: SEE VEHICLES	29
5 5		9. BICYCLES	30



# Community Rules 2020 - Table of Contents

44 4114 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5	
10. CHARTERED CLUBS	30
11. CODE OF CONDUCT	30
12. COMMON AREA PROPERTY AND GROUNDS	30
12.1. Modifications/Alterations to Commor	1
Area Property	31
13. COMMUNITY ASSOCIATION DUMPSTERS	31
	<b>3</b> I
14. CONSTRUCTION DUMPSTER AND PORTABLE	
TOILET APPLICATIONS	31
15. DRESS CODE	31
16. GAMBLING: SOUTH CAROLINA LAW	31
16.1. Gaming	32
16.2. Raffles/Lotteries	32
17. GOLF CARTS: SEE VEHICLES	32
18. GUEST ACCESS AND USE OF FACILITIES	32
18.1. Chartered Club Guest	32
18.2. Homeowner Guests	32
18.3. Vehicle Gate Passes for Guests	33
19. MAINTENANCE EASEMENTS	33
20. MODIFICATIONS TO EXTERIOR OF HOME	33
20.1. Holiday Lighting/Decorations	34
20.1. Holiday Eighting/Decorations  20.2. Hurricane Shutters	•
	34
21. MOVING: POD PASSES AND MOVING TRUCKS	
21.1. POD Passes	34
21.2. Moving Trucks	34
22. PALMETTO COMMONS	34
23. PROHIBITED ACTIVITIES	34
23.1. Use of Bodies of Water	34
23.2. Destructive Activities	35
23.3. Businesses	35
23.4. Firearms and Explosives	35
23.5. Number of Occupants	35
23.6. Subdivision	35
23.7. Internal Ownership	35
24. PROHIBITED CONDITIONS	35
24.1. Clothes Drying Facilities	35
24.2. Nuisances	35
,	
24.3. Open Garage Doors	36
24.4. Temporary Structures	36
24.5. Storage	36
24.6. Leasing	36
24.7. Trash Containers and Collection	36
24.8. Walls, Dog Runs, Animal Pens, or Fenc	es
of Any Kind	36
25. REGISTRATION	37
25.1. Renters	37
25.2. Renter Obligations	37
26. REGISTERED COMMUNITY GROUPS	37
27. RESERVATIONS/ASSOCIATION SCHEDULING	
FACILITIES	<b>37</b>
27.1. Alcohol	38
27.2. Scheduling of Meetings and Functions	38

39
39
39
39
39
39
39
40
40
41
42
43
43



#### 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 "Qualifying Occupant" (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 no time shall less than 80% of the Dwellings be occupied by single families where at least one member is not a Qualifying Occupant. 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. While the Association will attempt to accommodate members and residents with special needs, the Association reserves the right to charge fees to those members and occupants for special accommodation requests.

Definitions for terms used in this Policy:

Common Element: 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: A person who stays overnight in a Sun City home for at least 30 days in a consecutive 6 month period. As defined in the Governing Documents.

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 the Governing Documents, the government ordinances shall prevail. To the extent that government ordinances are less restrictive than the Governing Documents 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 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 Area 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 General Manager 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 General Manager 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 Association to impose sanctions (penalties) for violation of the Governing Documents, 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 an Owner'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 an Owner 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 in the Annual Fee Schedule.

The Association shall not be obligated to take any such action. The determination not to take action shall not be construed as a waiver of any right of the Association to enforce such provision under other circumstances.

#### 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 Acknowledgment 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 a Qualifying Occupant 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 lessee(s) to receive the Activity Card(s) allocable to the homeowner (lessor) must be in compliance with the age restrictions set forth in Section 2.3 of the CC&R's. 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 per renter through the rental registration process (see community related offenses & section 25.2). 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) must be current and in good standing with the Association. If an Owner's privileges are suspended while a lessee is in the home, the lessee's Activity Card (s), vehicle decal and barcode will be suspended until the homeowner brings his/her account into good standing with the Association. An Owner is responsible for the payment of all charges, fees and fines incurred by the Owner's lessee should such amounts not be paid by the lessee. These charges will be added to the Owner's account and are collectable in the same manner as any assessment authorized under the CC&R's.

## 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 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 lessee. 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 General Manager 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 "Billiard Club" section.

#### 5.2. 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.

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' or owners' families and guests, as well as for potential sales customers. This facility is NOT a public campground. Only residents and owners may make reservations for their family and 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 3 p.m., the site may be assigned to someone else. Known arrivals after 3 p.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. Guests will be escorted to their campsite during weekdays before 3 p.m. Checkout time is 11 a.m. Pets are welcome as long as they are kept on a leash, and their owners pick up after them.



#### 5.3. 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 located by the Bocce Courts in a yacht box.

## 5.4. Children's Playground

The Children's Playground is available during daylight hours only. Children shall be monitored at all times by a responsible adult and shall not be left unattended in the playground area.

#### 5.5. 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 Logo Building.

### 5.6. Crafts Center (Yemassee)

The Arts and Crafts rooms are multi-purpose rooms that provide space for a variety of club activities. They are open to club members and invited guests.

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

## 5.7. 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.

- The dog park is an off leash facility and as such, pets shall be taken off the leash when inside the confines of the dog park. Pet owners shall closely supervise their dogs, be within view, and have a leash in hand at all times. Dogs shall be vaccinated and healthy. Rabies tag shall be worn by animal.
- Each pet owner is responsible for removing the pet's waste from the dog park and disposing of it 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 access to or use of the dog park for any animal that constitutes a nuisance.
- Pet owners' use of the dog park may also be suspended or restricted based on their conduct within the park.
- 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 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.
- 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.
- Owners who bring toys, balls, bowls or other objects to the dog park shall take them home and not leave them at the park.



#### 5.8. 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.

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, and Purrysburg)
- Personalized exercise programs by certified personal trainers

#### 5.9. Gazebo

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

#### 5.10. Golf Courses

#### Locations

- Hidden Cypress
- Okatie Creek
- Argent Lakes

Advanced reservations are made through the Association's Reservation System via telephone or the community website (www.SunCityHiltonHead.org ). Same day reservations based on availability may be obtained by calling any of the three golf shops.

#### 5.10.1. 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.

#### 5.10.2. 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.
- 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 portion 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.



## 5.10.3. 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.

## 5.11. Golf Shops

#### Locations

- Argent Lakes
- Hidden Cypress
- Okatie Creek

## 5.12. Hidden Cypress

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

#### 5.13. 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. 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.

## 5.14. 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 behind any home. 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.
- Parking regulations found in Vehicles, Section 31.3 shall be followed.

#### 5.15. 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. Use docks at your own risk.

#### 5.16. 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.

## 5.17. 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.



## 5.18. 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.

#### 5.19. Pavilion

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

#### 5.20. Pickleball Courts

Courts for racquet sports, including pickleball and other similar sports, are located in the New River Sports Park. Lighted courts are available on at the Argent Lakes Amenity Center. Reservations are made using the Association's Reservation system via the community website www.SunCityHiltonHead.org or by contacting the Logo Building or Purrysburg Fitness Center 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.

### 5.21. 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.

#### 5.22. 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).
- 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.
- No person who is incontinent or not fully toilet trained is not permitted in any pool or spa. Diapers are not allowed in any pool or spa.
- No one under 16 is allowed in any spa at any time.
- Children under 16 are not permitted to use the indoor Purrysburg pool except during children's winter hours as posted.
- Children under 16 years of age must use the designated children's hours for that day and be accompanied by the resident host at all times.

#### 5.22.1. Guest Use of Pool: See Guest Section.

#### 5.23. 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 Logo Building.

#### 5.24. Riverbend Landing Lodge and Dock

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

- The Riverbend 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.
- A kayak launch is available on the Riverbend dock.



#### 5.25. 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. Pets are not allowed at the Sports Park.

#### 5.26. 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.

#### 5.27. Tennis Courts

The Tennis Courts are located at Town Square and at the Argent Lakes Amenity Center. Reservations are made through the Association's Reservation System, via telephone or the community website (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 Logo Building. Lighted Tennis Courts are located in Town Square and at the Argent Lakes Amenity Center. Open courts are available on a first come first served basis. *SunSations* Magazine lists club times under the "Tennis Association" section. Questions or for Chelsea Registration contact the Logo Building.

#### 5.28. 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.

#### 5.28.1. 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 are 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.

#### 5.28.2. 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.

### 5.28.3. 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/Tricycles
- Food
- Golf Carts/LSVs/Mopeds
- Glass Containers
- Jogging
- Pets
- Rollerblades/Skateboards
- Running
- Smoking

The Sun City Boulevard 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.

#### 5.28.4. 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.



## 5.29. Volleyball Courts

The Volleyball Courts are located at New River Sports Park and are available first come first served. *SunSations* Magazine lists club times under the "Volleyball Club" section.

## 5.30. Woodworkers Shop

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

#### 6. ANIMALS

#### 6.1. Wild Animals

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. 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 quests and/or other occupants.
- Pet owners shall walk their pets on common property and take care that their pets are not on the private property of other residents.
- 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. Failure to comply may result in fines.
- 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 Association Property.
- Owners shall exercise proper care and control of their animals to prevent them from becoming a public nuisance.
   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

#### 7. BULLETIN BOARDS

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 as far to the right as practicable
- 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 sponsored by Sun City Hilton Head Community Association, to provide an opportunity for all Association members to pursue common interests in hobbies, recreational, social, and cultural endeavors. The facilities are for the exclusive use of members and their guests. It is hoped that this booklet will provide both guidance and structure to the chartered club system and encourage the general membership to fully participate and enjoy the programs and facilities being provided. Membership in Chartered Clubs is limited to members in good standing with the Community Association. Chartered Clubs are organized under guidelines and written charters approved by the Lifestyle Director or Board of Directors. These guidelines are subject to change based on Sun City Hilton Head Community Association experience and subject to approval by the Board of Directors.

## 11. CODE OF CONDUCT

The following outlines the Code of Conduct that shall be adhered to within the Community (excluding private property). Comments and complaints are to be civilly directed to the Association General Manager. The General Manager 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 quests.
- 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 the Code of Conduct shall be subject to sanctions.
- All Association Personnel and Association Contract Labor shall adhere to the regulations set forth within the Community.

## 12. COMMON AREA PROPERTY AND 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 Area 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/Alterations 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

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. The maximum total of ALL holiday decoration shall be no more than ten (10) per neighborhood sign. Items such as pink flamingos, blue or multi-color bottles are not permitted. 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, Fourth of July, Veterans 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 AND PORTABLE TOILET APPLICATIONS

Applications for a permit for temporary placement of a dumpster, and/or a port-o-john shall be submitted to the Community 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 will be considered. 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 Community 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 Area 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 Area 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 General Manager is authorized to more specifically delineate dress requirements as needed within any Association facility or on Common Area.
- Proper golf decorum is required in matters of dress. Denim is not acceptable.

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



#### 16.1. 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, Mah Jongg, 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.

#### 16.2. 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.

## 17. GOLF CARTS: SEE VEHICLES

#### 18. 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:

#### 18.1. 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.

#### 18.2. 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 quest ID cards.
- Some facilities may have resident self-use hours. Guests are not permitted into these facilities during self use hours.

## 18.2.1. 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 may make random checks of guest ID cards to ensure compliance. Refer to the sections on specific facilities for additional rules and requirements.

#### 18.2.2. Guest Fees

Guest fees are in effect for the use of golf courses, fitness centers, tennis and facilities which include land/water/personal instructional classes. The fitness facilities use a system of guest coupons for charging fees. Guests are permitted into all facilities with appropriate guest card identification.

#### 18.2.3. 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.

#### 18.3. Vehicle Gate Passes for Guests

- Refer to fee schedule for purchase price of decal.
- 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. Gate passes may also be obtained by visiting the community website, which can be viewed on your mobile device. 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 five or less guest passes for their event must call in their passes to the appropriate gate or use the community website.
- 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.

#### 18.4. Vehicle Gate Passes for Vendors

- The vehicle gate pass process may not be used to gain access by commercial vendors who are performing work.
- Calling in a "guest gate pass" for a vendor is a violation and the resident who calls in the pass will be subject to the specified fine.

#### 19. 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 at the discretion of the Association.
- 5-1/2' height requirement for natural tree growth at lagoon edge.
- Plantings and/or hardscaping is prohibited within easements.

## 20. MODIFICATIONS TO EXTERIOR OF HOME

It is the responsibility of each homeowner to comply with all requirements of the Governing Documents. As described in the Declaration, an Owner 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.

www.SunCityHiltonHead.org | Schedule of Fees and Community Rules 2020

- Landscape, including the original landscaping and alteration of grading or draining.
- Exterior color changes.
- Failure to comply may result in a fine per schedule of fees.

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

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

## 20.1. 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 not in good taste. Exterior decorations i.e. New Year's Day, Valentine's Day, Easter, St. Patrick's Day, Halloween and Thanksgiving 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, including lights in the trees/bushes, may be present between Thanksgiving Day and January 10. Holiday decorations should not cause light glare or other safety hazards related to vehicular or pedestrian traffic. Seasonal decorations are prohibited.

## 20.2. Hurricane Shutters

Residents may install or close hurricane shutters if a storm is probable and be returned to normal condition within five (5) days after the threat has passed.

## 21. MOVING: POD PASSES AND MOVING TRUCKS

#### 21.1. 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.

## 21.2. 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.

## 22. 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
- Human Resources
- Managed Neighborhoods

#### 23. 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:

## 23.1. 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.



#### 23.2. 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.

#### 23.3. 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.

## 23.4. Firearms and Explosives

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

## 23.5. 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.

#### 23.6. 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.

#### 23.7. Internal Ownership

Operation of a timesharing, fraction sharing, Airbnb, 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 is prohibited.

This subsection shall not apply to any activity conducted by the Declarant 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.

Rental of a home/villa or cottage must be for a minimum of three (3) months. Owners shall not rent out part of the home while they are still residing in the dwelling as this action is prohibited (See section on Leasing 24.6).

#### 24. PROHIBITED CONDITIONS

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

#### 24.1. Clothes Drying Facilities

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

#### 24.2. 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.

#### 24.3. Open Garage Doors

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

### 24.4. 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.

## 24.5. 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.

## 24.6. Leasing

## 24.6.1. 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. The homeowner is ultimately responsible for informing the Registration Department of lease expiration date for the residence.

#### 24.6.2. Notice of Lease

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.

#### 24.6.3. 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.

## 24.7. 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.

## 24.8. 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.

## **25. REGISTRATION**

All new occupants and/or members may register in person with Resident Services and provide appropriate documents or by electronic means. In special circumstances, 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, AND member number. 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.

#### 25.1. 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.

## 25.2. Renter 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. Renters are required to pay an annual registration fee (per lease person and per lease).

## **26. REGISTERED COMMUNITY GROUPS**

Many groups will form that benefit special interests of members, but cannot retain charter status or elect to remain unchartered are considered a Special Interest Group. In these instances, the Association will attempt to provide requested facility space to assist in start-up activities. Space may be provided on a first-come, first-serve basis, but will not be allocated to preempt or disrupt an Association sponsored activity. When space is allocated, the required rental fee will be initially waived for a period of 6 month (from date of allocation) then a special reduced fee for Special Interest Groups will be charged. In all cases, the Association reserves the right to disapprove requests for Special Interest space, or curtail a previous authorization, if the needs of the general membership warrant.

## 27. 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.

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.

ORDER OF PRIORITY - Reservations are assigned according to this order of priority

- 1. Declarant (Developer)
- 2. Board of Directors to include Board Appointed Committees and Board Appointed Task Forces
- 3. Association-sponsored activities open to all residents
- 4. Chartered Clubs
- 5. Neighborhoods
- 6. Registered Community Groups
- 7. Service Organizations
- 8. Residents
- 9. Non-Residents

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 Chartered Clubs, Neighborhoods and Registered Groups are limited to a maximum of 4 hours per function. Any additional hours will be charged at the current published Resident rental rates.



Chartered Clubs - May request space for meetings and two (2) functions with contracted food and/or entertainment per year free of charge. Chartered Clubs are granted one (1) community wide function per year that will occupy the same facility and set-up for 2 or more continuous 4-hour periods within these guidelines:

- Request is made at least a year in advance and must be approved by the Lifestyle Services Director.
- Functions that extend for more than a day must include a weekend. (Friday/Saturday/Sunday/Sunday/Sunday)
- Functions cannot last for more than 3 continuous days.
- There is only one "set-up" that will be maintained until the end of the function.
- The scheduled function must be open to and free for all Sun City residents and their quests.
- The function is not advertised or promoted to non-residents.
- Normal fees apply for AV assistance and consumable items.
- All other room rental guidelines apply.

Neighborhoods - 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 request for six (6) meetings and two (2) functions with contracted food and/or entertainment per year free of charge. All residents in a neighborhood must be invited to a function; 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).

Registered Community Groups - May request space for a total of one (1) meeting and (1) one function with contracted food and/or entertainment per year free of charge.

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 additional set-up or cleanup is required, or if damage to Association property is noted subsequent to the function, additional charges will be assessed.

#### 27.1. 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 function.

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 General Manager 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.

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.

#### 27.2. Scheduling of Meetings and Functions

Requests for space for the subsequent year are as follows:

- Chartered Clubs shall submit reservation requests beginning June 1 to June 5.
- Neighborhoods shall submit reservation requests beginning June 8 to June 12.
- Registered Community Groups shall submit reservation requests beginning June 15 to June 19.
- Service Organizations shall submit reservation requests beginning June 22 to June 26.

A room setup plan will be submitted with the original request. Any changes to the setup must be made no later than 14 days prior to the function.

Use of meeting rooms without prior notice and approval is prohibited.



#### 27.3. Resident Functions

Requests for space for private event by an Activity Card holder utilizing the fee schedule in place at the time shall be submitted beginning July 2 for the subsequent year and will be confirmed on a space available basis in accordance with the Order of Priority listing.

#### 27.4. Non-Resident Functions

Requests for space for meetings, seminars, parties and other events hosted by a non-resident utilizing the fee schedule in place at the time shall be submitted beginning July 20 for the subsequent year and will be confirmed on a space available basis in accordance with the Order of Priority listing.

#### 27.5. 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 (defined as more than three times per calendar year) 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

## 28. 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). Any signs used at a function held in any Association building must be approved by Lifestyle Services. Signs must meet the size and location specifications set by Lifestyle Services Department and should meet standards of neatness and good taste. No signs requiring nails, tacks, screws, or similar materials may be affixed to Property.

## 29. 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 General Manager. Please refer to the Solicitation Policy for additional details.

#### **30. 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.

## 31. 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.



#### 31.1. 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 Board of Directors or the Association's General Manager. Renters barcode and decal will be included as part of the processing fee under provision of Section 26.2 of the Rules and Regulations.

- 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 or any other location as may be designated by the Association for such purpose upon expiration Monday through Friday from 8 a.m. until 12 p.m.
- When the vehicle is disposed of or the windshield replaced, a new decal will be issued. Lost or stolen vendor decals must 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. This applies to any guest passes issued under their account as well.
  - 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.

### 31.2. 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 tires 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 31.3 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.

#### 31.2.1.

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-transferable. 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.

#### 31.2.2. 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.

#### 31.2.3. 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 ½ hour before sunrise. Additional equipment that should be considered includes emergency warning flashers, a horn, and lap-restraint seat belts (driver and passenger).

## 31.3. 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 any stop sign, yield sign and 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.
- 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 are prohibited. Parking is prohibited on any unpaved areas.
- 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 10 days with an appropriate parking pass obtained at the Main Gate. Request for renewals must be approved by security. 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.

#### 31.4. 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 Boulevard, the four lane sections of Sun City Boulevard, 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 and exit gates and within all parking areas, unless noted otherwise.
- 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.
- For reference to the Towing Policy, please see approved Association policy.
- 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.

#### 31.5. 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 security.
- 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.
- Guest passes are not allowed for vendors, contractors, realtors or domestics.
- Moving truck(s) and the vehicle(s) with assistants behind them can enter the community 7 days a week between 7 a.m. and 7 p.m.
- Vendors/Contractors who are in noncompliance or cause homeowners' to be in noncompliance shall be subject
  to fines until at the discretion of the General Manager or until vendor/contractor becomes is compliant. Vendors/
  Contractors can also be excluded from the Properties after notice and hearing under §11.8© of the CC&R's if they
  fail to comply with Article 11 and Design Guidelines.

## 32. 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 Magistrate's Court or other cited jurisdiction Exhibit A – Monetary Fine Schedule.



