

I. 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. Governing documents include but are not limited to the Articles of Incorporation, Bylaws and the Declaration of Covenants, Conditions, and Restrictions (“CC&R’s”), as the same may be amended and supplemented from time to time. The term “Occupant” or “Resident” used in the governing documents means a person who stays overnight in a Sun City home for at least 60 days in a consecutive 12-month period.

Members and residents must understand that it is necessary for representatives of the Association to apply and enforce these Community Rules against all members and residents equally and that all members and residents have the right to enjoy and use the Association facilities.

Sun City Hilton Head is special in that it is intended to provide housing primarily for persons 55 years of age or better. In this regard, the use of the Association facilities is primarily for the enjoyment of the members of the Association and residents of the community. Guests and visitors are welcome in our community, but it is important to understand that they 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 payment of any applicable fees must be paid prior to use of any amenity. Additionally, guests are subject to specific restrictions, procedures and rules. Further, 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 Hidden Cypress Golf Course, the Okatie Creek Golf Course 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.

This pamphlet is a “living document” in that it is to be regularly amended as the Board and Management feels that changes to existing rules or the creation of new rules are necessary. Rights and obligations of members and residents with respect to the Association facilities are ultimately controlled by the Declaration and Bylaws. 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. These Community Rules may be expanded, amended or repealed by the Board of Directors of the Association, at their sole discretion.

II. SOURCE OF AUTHORITY

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&R's. Certain rights with respect to the use of Association facilities and other common areas have been retained by or granted to the Declarant in the governing documents, and nothing in these Community Rules may diminish, modify or supersede these rights.

The governing documents make a clear distinction, as verified by Community Association's legal counsel, between Community Rules and Use Restriction. The initial Use Restrictions as listed in Exhibit "C" of the CC&R's 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 Executive Director of the Association is empowered by the Board to implement the rules and requirements of the governing documents, Board policy and these Community Rules. Specific authority of the Executive Director may be found in the governing documents. The Board extends wide latitude to the Executive Director to create and implement any and all operating/administrative procedures necessary to implement actions of the Board, or intended requirements of the governing documents. *This delegation of authority includes, but is not limited to, the levying of Board-approved fines and other sanctions for violations of the covenants, policy, Design Guidelines, or these Community Rules.*

The CC&R's set forth the right of the Association to charge reasonable admission and other fees for the use of any Association facility. The CC&R's 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&R's also authorizes the Board of Directors to impose sanctions (penalties) for violation of the CC&R's, these Community Rules and Board policies. If required by the CC&R's and/or Bylaws, notice and hearing of intended sanctions may be initiated. Sanctions include, but are not limited to the following:

1. Imposition of reasonable monetary fines,
2. Suspension of a member's voting rights,
3. Suspension of a person's right to use any of the Association facilities, including permanent expulsion from a chartered club,
4. Suspension of services to a member or to an owner's lot,
5. Levying benefited assessments against an owner's lot to cover expenses incurred in accordance with Section 10.7(b) of the CC & R's.

The Board has established the following schedule of monetary fines:

Non-traffic violations:

<i>First notice</i>	- \$25*
<i>(*Due to the inadvertent, or minor nature of a first-time infraction, a First Notice may be waived and a warning issued, as determined by the Executive Director. Fines for Second, Third and Each Successive Notice of Violation for the same violation in a 12-month period may not be waived.)</i>	
<i>Second Notice for Same Violation</i>	- \$100
<i>Third Notice for Same Violation</i>	- \$250
<i>Each Successive Notice for Same Violation</i>	- \$500

There is a \$50 fine for modifying the exterior of the home without a permit. For every month any modification violation remains un-remedied as mandated by the Modifications Committee, there will be an additional \$50 fine.

Costs for damage incurred and/or cleanup fees will be assessed against those who have obtained special permission from the Activities Assistant to utilize unscheduled meeting space, if the room used is not left in the same condition, and with the same set-up configuration in which it was at the time permission for use was granted.

Traffic violations - \$25 fine for the first violation, with a \$50 fine for a second violation in a 12-month period. Third and all additional violations within a 12-month period will be \$75 each. Other sanctions such as loss of Association privileges may be invoked following receipt of a third violation in a 12-month period. There is a \$100 fine for allowing an unlicensed driver to drive a golf cart.

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

III. MEMBERSHIP

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. To instill a basic code of conduct and decorum within Association affairs, the Board has established the following Members' Code of Conduct and it (the Board) is committed to its strictest enforcement:

MEMBERS' CODE OF CONDUCT

1. Members must conduct themselves so as not to jeopardize or interfere with the rights and privileges of other members, occupants or guests.
2. Members are responsible for the conduct of their occupants and guests. Occupants and guests will be held to the same standard of conduct as established for members.
3. Members will refrain from loud, profane, indecent or abusive language.
4. Members will not harass or abuse (physically or verbally) any other member, or any occupant, guest, employee, director, officer or committee person.
5. Members will not compromise the safety of others by not abiding by stated safety rules and procedures, or engaging in unsafe activity or conduct. Any person failing to abide by stated safety rules will be asked to leave the facility. *The judgment of Association staff with respect to safety, decorum or sanitation/hygiene will prevail at all times.*
6. Members will be held responsible for any damage to Association property caused by the member and/or the member's occupants or guests.

7. Members shall not reprimand or discipline any Association employee, nor interfere with the management of the Association. Comments and complaints are to be civilly directed to the Association Executive Director. The Executive Director may require that the complaint be submitted in writing before taking action on the complaint.

8. Members are prohibited from profiting financially from their membership by charging occupants or guests for use of the Association facilities. The Association and/or chartered clubs may, from time to time, enter into contracts with members to provide products or services for an approved fee.

9. Proper dress is required in all Association facilities in accordance with the following basic guidelines:

- a. Shirts and shoes are required in all public buildings.
- b. Upper body garments must be worn in all activities, except males using aquatic facilities.
- c. Bathing suits are required in all aquatic facilities. No cut-offs or street clothes please.
- d. Appropriate athletic apparel is required in fitness/outdoor sport areas, to include athletic footwear and/or clothing.
- e. The Executive Director is authorized to more specifically delineate dress requirements as needed within any Association facility.

10. Any member who conducts him/herself in an unbecoming manner or who violates a Community Rule is subject to the disciplinary action described in Article II/Source of Authority.

11. Residents and guests of residents must display their activity cards or guest identification cards upon request by staff or Security.

IV. ACTIVITY CARDS, GUEST ID CARDS & PASSES, BARCODES, AND DECALS

Only holders of valid activity cards and valid guest identification cards are entitled to use the Association facilities. Unauthorized use of activity cards or use of false information in obtaining activity cards may result in suspension of membership privileges or other appropriate sanctions. An activity card is valid only for the person to whom it is issued, and cannot be loaned, transferred or assigned. All activity cards will contain the cardholder's photograph, member number, and expiration date. Guest ID cards are valid only for the person or persons to whom they are issued, and cannot be loaned, transferred or assigned. All guests, whether accompanied or unaccompanied, must obtain a guest ID card, and depending on the amenity utilized, pay the designated fee.

A. Resident Activity Cards & Barcodes:

1. Issuance: Resident activity cards are issued free of charge on a two-per-lot basis, upon completion of a blanket Acknowledgement of Risk and Waiver of Liability form. Each qualified occupant and/or member of a lot is entitled to receive a resident activity card, up to a maximum of two activity cards per lot (written verification of eligibility and occupancy **will** be requested). If more than two qualified occupants occupy a home, the homeowner must designate in writing the two qualified occupants to whom resident activity cards are to be issued. Resident activity card(s) are issued at the Association's administrative office provided the lot continues to be occupied by qualified occupant(s) and all applicable assessments and other charges pertaining to the lot have been paid to the Association. **Resident activity cards must be renewed every three years.**

2. Additional Cards: If more than two qualified occupants occupy a home, additional resident activity card(s), for the additional qualified occupant(s) (**up to a maximum of (4)**), may be purchased for such charge as may be established by the Board from time to time, **and must be renewed annually**. Additional qualified occupants are not required to purchase activity cards, but are not entitled to utilize Association facilities or common areas, unless he/she does so. Additionally, additional occupants will not be extended guest privileges from another resident.

3. Barcodes/Decals: Newly registered homeowners, and those requiring a barcode or decal replacement, may obtain both at a location and at times designated by the Executive Director. Owners/co-occupants are entitled to one barcode and/or one vehicle decal for each vehicle and/or golf cart registered or leased to that individual. Decals and barcodes will be issued regardless of whether or not the homeowner chooses to obtain activity cards under the provisions of # 1 above. All decals and barcode strips remain the property of the Community Association and must be surrendered if the owner/resident disposes of the vehicle, or is no longer an owner/resident. All decals and barcode strips will be applied to the vehicle by Security in a location designated by Security. As long as a portion of the old decal is returned to Security personnel, 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 Delcarant or the Association's Executive Director.

B. Renters Activity Cards & Barcodes: (applicable to all renters)

1. Any owner who leases or otherwise transfers occupancy of his or her lot is not entitled to retain an activity card. Immediate written notice of the transfer of occupancy must be given to the Association, and the owner must surrender to the Association his/her previously issued activity card(s). The right of the renter(s) to receive the activity card(s) allocable to the homeowner (lessor) depends on each lessee's status as a qualified occupant (per Section 2.2 of the CC&Rs, each dwelling unit shall be occupied by at least one person 55 years of age or older), specifically, the lessee(s) is subject to the same

qualifications, limitations and conditions, including the payment of any charge that may be established by the Board, as specified in Section IV.A.1 above for issuance of residents' activity cards.

2. Renters are not required to obtain activity cards, but are not entitled to utilize Association facilities or common areas, unless they do so. **Renters will pay a fee as established by the Board of Directors per activity card for the transfer of the right to use the facilities from the homeowner to the renter. This transfer fee must be paid annually.** Additionally, renters may not be extended guest privileges from another resident.

3. The owner (lessor) must be current and in good standing with the Association.

4. The right of the renter (lessee) to use Association facilities must not have been suspended by the Board pursuant to Section 4.2 of the CC&Rs.

5. Renter activity cards will not be issued unless the owner (lessor) surrenders his/her activity cards to the Association.

6. The lessee must deliver to the Association a copy of his/her signed lease agreement and valid driver's license(s). The lease agreement must be for a period of not less than 90 days, unless the renter has a valid sales contract to purchase a home in Sun City Hilton Head.

7. 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. 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.

8. A renter's activity card will be revoked in the event that the renter is no longer a qualified occupant or upon termination of the lease agreement. The holder of a renter activity card is subject to sanctions for a violation of these Community Rules as specified in Article II above.

9. Renters are entitled to one vehicle barcode for each vehicle registered or leased to that individual. Barcode strips will be issued regardless of whether or not the renter chooses to obtain activity cards under the provisions of Section (a) above. Renters may be required to pay a security deposit per barcode/decal as established by the Board of Directors. Long-term renters (over six months) will also be issued decals. Short-term renters (six months or less) will be issued resident guest passes for the duration of the lease. All decals and barcode strips remain the property of the Community Association and must be surrendered if the renter disposes of the vehicle, or is no longer a renter. All

decals and barcode strips will be applied to the vehicle by Security in a location determined by the Executive Director. As long as a portion of the old decal is returned to Security personnel, any deposit paid for a decal/barcode would be refunded. If the old decal is not returned, any deposit made is forfeited. Under no circumstances will barcode strips be issued to non-residents.

a. Non-homebuying, long-term renters: Renters who do not intend to purchase a home in Sun City Hilton Head, and who meet the qualifications of a qualified occupant, may purchase activity cards, allowing use of Association facilities. The renters will pay a fee as established by the Board of Directors per activity card for the transfer of the right to use the facilities from the homeowner to the renter. This transfer fee must be paid annually. No refunds will be issued upon termination of the lease, or if renters move from the community.

b. Buyers leasing within the community until Close of Escrow (COE): Customers who have signed binding contracts to purchase a home in Sun City Hilton Head, who are leasing within the Community until COE, and who will meet the qualifications of a qualified occupant upon close of escrow, may purchase renter's activity cards allowing use of Association facilities until COE. A transfer fee per activity card will be assessed for the transfer of the right to use the facilities from the homeowner to the renter. This transfer fee per activity card will be good until COE. If, prior to COE, the renter moves into another rental property within the Community, an additional transfer fee per activity card will be assessed. No refunds will be issued. Upon COE, activity cards must be surrendered and resident activity cards will be issued in accordance with Section IV.A above and the CC&Rs.

c. Buyers leasing outside of Sun City Hilton Head until Close of Escrow: Customers who have signed binding contracts to purchase a home in Sun City Hilton Head, who are leasing outside of the Community until COE, and who will meet the qualifications of a qualified occupant upon close of escrow, may purchase renter's activity cards (a maximum of 2) allowing use of Association facilities until COE. The renter leasing outside of the Community will pay a per household/per month fee until COE. In the event that the actual close of escrow occurs more than thirty (30) days prior to the expiration date of the activity card(s), a prorated refund will be given. If the expiration date of the activity card(s) is within 30 days of the actual close of escrow date, no refund will be given. Upon COE, activity cards must be surrendered and resident activity cards will be issued in accordance with Section IV.A above and the CC&Rs.

Customers living outside Sun City Hilton Head until Close of Escrow who have signed binding contracts to purchase a home in Sun City Hilton Head and who have purchased renter's activity cards under the provisions of the preceding paragraph are entitled to barcodes, and decals or guest passes, as described in Section IV A.

d. Cancellation: If a cancellation or termination of a homebuyer's contract occurs, all renters' activity cards will be immediately revoked. Any prepaid fee for a renter activity card (for those leasing outside the community only) will be prorated as of

the first day of the following month and any excess payment will be refunded to the canceling homebuyer. Any deposit paid for a renter barcode/decal will be refunded to the canceling homebuyer, or upon termination of the lease agreement.

e. Golf Prepaid Memberships/Permits: A pre-closing homebuyer, with a valid sales contract, may purchase a golf membership or an annual prepaid golf cart trail fee permit simultaneously with the issuance of the activity card(s), on the terms and conditions set forth above. If the pre-closing homebuyer's contract is terminated or cancelled, the golf membership and/or annual prepaid permit will be immediately revoked; the prepaid fee(s) will be prorated as of the first day of the following month, and any excess payment will be refunded.

C. Activity Card Rules:

1. Activity cards must be shown and/or may be swiped for entry into facilities utilizing the card swipe system, and must be presented elsewhere when requested by Association staff or Security.

2. 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. Holders of activity cards who do not identify their guests as such are in violation of these Community Rules and are subject to sanctions (see Article II above).

4. Activity cardholders may register for various activities and classes at the appropriate monitor station upon presentation of a valid activity card. However, chartered club activities and classes may have further requirements, restrictions, and guest policies.

5. There are no refunds for any activity cards except as specifically provided in Section **IV,B,9 – IV,B,9,c – IV,B,9,d – IV,B,9,e**.

D. Guest Use of Facilities:

Each resident activity cardholder may extend guest privileges as follows:

1. Access to the community for guests of residents may be provided by calling the front gate security office and requesting a Guest Pass. The Guest Pass process may not be used to gain access for commercial vendors who are performing work for residents. Guest Passes may be issued for a maximum of thirty days and are valid only for the individual to whom they were issued. They are not transferable.

2. Any chartered club desiring to host a tournament or league play, that would include invited guests, must first seek approval to host the tournament from the Executive Director. A list of all invited guests must be submitted to the Main Gate and

the Activities Director, the Director of Golf, or the Fitness Director, whichever is applicable. Approved tournament guests would be allowed free access at the Main Gate, and would not be required to obtain guest identification cards prior to utilizing the tournament facility.

3. Guests of residents may use community facilities during their visit. To do so, the host resident must obtain a Guest ID Card(s) from the CAM Office in Pinckney Hall, at any proshop, or any fitness center. Each adult guest (16 years of age or older) will have his/her own card. Children (15 years of age and younger) will be listed on the Guest ID Card of the adult (either a guest or the host resident) who is responsible for them during their visit. Guest ID Cards are required for access to and use of community facilities even if accompanied by the host resident. Guest ID cards will be issued for a maximum of **14** days after which they must be renewed.

4. Guest cards are not transferable. They must be presented on demand by Community Association staff or Security.

5. There is no fee for a Guest ID Card. However, guests may be required to pay a fee for use of certain community facilities. Currently, fees for guest use of community golf, tennis, and fitness facilities are in effect.

6. Guests may use specific facilities as follows:

- a. Guests who wish to use the community's golf facilities must present their Guest ID Card at the respective pro shop to qualify for the guest fees currently in effect.
- b. Guests wishing to use the tennis facilities must register at the Purrysburg Fitness Center and pay the applicable fee before proceeding to the tennis courts.
- c. Guests wishing to use the fitness facilities must register at the respective fitness center monitor desk and pay the applicable fee before using the facilities.
- d. Guests wishing to use the community pools must register at the respective centers unless accompanied by their host resident.
- e. Because there is no adjoining fitness center at Riverbend, both Association staff and Security will make random checks of guest identification cards to ensure compliance.

Refer to the sections on specific facilities for additional rules and requirements

7. 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.

8. Guests may not extend guest invitations of their own.

V. USE OF ASSOCIATION FACILITIES

All indoor Association facilities are designated as smoke free environments.

A. **Billiard Room:**

In order to use the Billiards Room, guests under (16) years of age must be accompanied at all times during their visit by their sponsoring resident or an adult guest with a valid guest card. Neither food nor drink are allowed in the Billiards Room. Additionally, due to the fire codes, the hallway outside of the Billiards Room must be kept clear.

B. **Fitness Centers:**

The Fitness Director has the authority to implement operating rules, policies, and procedures for all Fitness facilities, subject to review and approval by the Executive Director. Operating rules, policies, and procedures are subject to change in order to provide better service, to provide service for a growing clientele, and to safeguard the safety of the residents who utilize the facilities. Those who utilize the facilities are required to follow established rules, policies and procedures.

The following rules apply to both residents and guests:

1. "Children" are defined as anyone 4 through 18 years of age. "Adults" are defined as anyone 19 years of age or older.
2. Children must be at least 40" tall in order to use any of the pools. Children who are over the age of 4 years and less than 40" tall may use any of the pools by presenting a document showing proof of age. Children who are not potty trained cannot use any of the pools.
3. Residents must check-in at the front desk with an activity card prior to using the Fitness Center facilities, tennis courts, bocce, croquet courts, or the indoor and outdoor pools, if entering through the fitness center.
4. Guests wishing to use any facility associated with the Fitness Center (pools, tennis courts, bocce courts, croquet court, and exercise equipment) must present a Guest Identification Card (Guest ID Card), which can be obtained by their resident host at either Fitness Center, either Pro Shop, or the CAM office at Pinckney Hall. Guests unaccompanied by their resident host who wish to use the pools must register at the Fitness Center desk, showing their Guest ID Card. Guests who wish to use the tennis facilities or the exercise equipment must register at the Fitness Center desk and pay the applicable fee. Guests must show their Guest ID Card and fee receipt, if applicable, upon request by staff or Security.

5. Guests must be 16 years of age or older to use the tennis facilities, unless accompanied by an adult. Guests must be 16 years of age or older to use the pools unaccompanied by an adult. Guests must present proof of age upon request by staff or Security.

6. Guests must be 16 years of age or older to use the fitness equipment, with or without an accompanying adult. Guests must present proof of age upon request by staff or Security.

7. Residents with valid activity cards may enter the pool by swiping their card through the swipe apparatus located on the pool gate. Pool guests accompanying residents with valid activity cards may also enter through the pool gate.

8. Consumption of food is restricted to specific designated sections of the pool decks. Drinks are allowed, but only in non-glass containers.

C. Softball Field:

The Softball Club has been established to sponsor activities on behalf of the Community Association, and establish hours of operation, subject to management approval by the Executive Director. When not in use by the Club, the field may be used by residents on a first come, first served basis. In the event of organized play, the Club Chair should be given a courtesy notification.

D. RV/Boat Storage Yard:

The RV/Boat Club manages the RV/Boat Storage Facility on behalf of the Community Association. They have established rules, regulations and fees that have been approved by the Board of Directors.

1. Boats, boat trailers, RVs and two dollies are permitted to park in the storage facility (no commercial vehicles, sheds, lockers, buildings, etc.). Other units may be stored, space permitting, at the discretion of Del Webb/Pulte and/or the Community Association. Only one vehicle of each type may be stored by any household, unless given prior written Board approval.

2. All stored vehicles must be mobile at all times and in reasonably good condition. Vehicle owner must be a current member of the Community Association, have a valid activity card, must be the current owner of the vehicle, and present proof of ownership. Owner must meet with the Lot Manager (call 705-3433), complete the appropriate application (including the waiver of liability) and pay the required fees.

3. **Campsites** are provided for the convenience of our residents' family and friends, as well as for potential sales customers. This facility is NOT a public campground. Only residents may make reservations (705-3433) for their family & friends. 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 Main Gate at the time of arrival. If guest has not arrived by 5:00 p.m., the site may be assigned to someone else. Known arrivals after 5:00 p.m. may park their RV in the lower lot at the Okatie Clubhouse after obtaining a pass at the Main Gate. The reservation will be reduced by one day. A member of the Campsite Committee will escort guests to their campsite between 2:00 and 5:00 p.m. Checkout time is 11:00 a.m. Pets are welcome as long as they are kept on a leash, and their owners pick up after them.

4. The RV lot is an unmanned facility. There are penalties for residents who give their RV Gate Access Code to anyone.

E. Leisure Trails:

Golf carts are not allowed on any leisure/fitness trail.

Town Square Leisure Trail:

For safety reasons, bicycling, skating/rollerblading and skate boarding are not permitted inside Town Square, except bicycles to access bicycle racks. The walking path around the Town Square was designed to be a fitness trail and exercise stations have been placed throughout this one-mile long trail.

Other Leisure Trails:

Sun City Hilton Head has other designated Leisure 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 “H” below) is also permitted.

Nature Trail:

Sun City Hilton Head has a designated Nature Trail for the use and enjoyment of all members and guests. The following are prohibited on the Nature Trail: bicycles, food, glass containers, golf carts, pets, and smoking. The Sun City Blvd entrance will accommodate parking for bicycles only in designated areas. The Col. Thomas Heyward Road entrance will accommodate parking for bicycles, golf carts, and motor vehicles in their respective designated areas.

F. Golf:

The Director of Golf administers maintenance of the golf courses, operation of the golf shops and play on the golf courses.

1. Proper player’s conduct is required.
 - a. Proper decorum in matters of dress and conduct is expected of all players.

- b. Conduct of guests is the responsibility of the sponsoring resident.
- c. Ladies and gentlemen are expected:
 - to refrain from use of loud, profane and indecent language,
 - to refrain from harassing or abusing, either physically or verbally, any other --player, staff member, community employee.
 - to operate a golf cart in safe manner and in accordance to the rules and regulations set forth in the Community Association Golf Cart Standards
 - to play golf according to the etiquette and rules of golf as published by the USGA.

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

3. Golf Carts may be used within the Common Areas of the Community Association and on the golf courses subject to standards set by the Board of Directors of the Community Association. **A valid driver's license is required to operate a golf cart.**

4. Practicing on the golf course is forbidden. Practice is limited to the designated practice areas.

5. Every player must have a set of golf clubs. Sharing of clubs is not permitted.

6. Tee times are to be assigned in a manner that is equitable to all players.

7. Golf facilities at Sun City Hilton Head are primarily for the residents with Activity cards and their guests. The public is allocated time by the Board of Directors of the Community Association.

8. **Anyone not paying a fee for golf or having paid a fee, but not participating in a golf activity is not permitted on the golf course at any time. 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 the Sales Center is open to non-golfers for walking or biking. For safety, skating, rollerblading and skateboarding are not permitted between the Okatie Clubhouse and the Sales Center or any other golf cart trail.**

9. Enforcement of policy, rules and procedures are administered by the Director of Golf under the authority of the Executive Director of the Community Association.

G. Animals:

DO NOT FEED ANY WILD ANIMALS.

1. **Per the CC&Rs, owners and occupants acknowledge that this community is located in the vicinity of wetlands and swamps, and that these areas contain**

abundant wildlife. Owners and occupants of a Lot and all tenants, guests and invitees of any owner or occupant assumes all risk of personal injury, illness, or other loss or damage caused by the presence of wildlife on the Properties.

2. Pets - Where pets are authorized, they must be on leashes, accompanied by their owners, and under control at all times. Owners of pets are responsible for the immediate removal and disposal of all solid animal waste. Owners of pets who utilize the Dog Park facility may unleash their pets within the park grounds, but must keep their pets under control at all times, and are responsible for cleaning up after them. Pet owners must provide their own disposable bags for pet waste. Community Standards does monitor pet waste removal and will cite pet owners for failing to comply. Beaufort County has adopted the following laws and ordinances regarding pets to ensure public safety, and these laws and ordinance will be enforced by the Community Association:

Owners must 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:

- a. Those that molest passersby or passing vehicles.
- b. Those that attack other animals.
- c. Those that are repeatedly at large.
- d. Those that damage private or public property.
- e. Those that bark, whine or howl in an excessive, continuous or untimely fashion.
- f. Those that dig.

Such actions could also be interpreted as disturbing the peace in accordance with the County ordinance.

H. Fishing:

1. No Fishing License is required to fish anywhere within the Sun City Hilton Head Community.

2. The Association stocks some lagoons, including the lagoon in Town Square and Lake Somerset. Additional lagoons may be added to the stocking list from time to time.

3. Fishing is permitted in all lagoons that are not on or adjacent to a golf course. For lagoons that are adjacent to a golf course, fishing is permitted on the non-golf course part of the lagoon; however, crossing golf course property to access the non-golf course part of the lagoon is not permitted.

4. Fishing is only permitted from common areas adjacent to lagoons that are not behind a resident's home. This provision is in place to protect the privacy of those residences that back up to a lagoon, so they don't have people fishing between their home

and the lagoon. The only exception is that a resident and accompanied guest may fish in the area directly behind that resident's home.

5. Fishing for all species continues to be on a "catch-and-release" basis only, unless designated otherwise by the Board or the Executive Director.

6. Fish should not be caught and transferred from one lagoon to another.

7. Only property owners and their accompanied guests are permitted to fish in the lagoons.

8. Motor vehicles, including golf carts, are not permitted on the top bank of lagoons. Where appropriate, vehicles can park off the road adjacent to the lagoon, but may not drive to or around any lagoon.

9. Licensed motor vehicles should never be parked on the grass.

10. Boats, rafts and wading are not permitted in any of the lagoons. Electric powered, remote-controlled craft **are** permitted in lagoons with common area access.

11. Disturbing nearby homeowners (noise, litter, encroachment on private property) is prohibited.

12. No resident shall have more than 5 crab traps connected to the Riverbend dock.

VI. GENERAL CLUB AND FACILITY RULES

A. Chartered Clubs:

The chartered clubs may establish administrative rules to govern their members' use of the Association facilities that may be more restrictive than, but not otherwise in conflict with, these Community Rules.

Chartered Clubs are organizations sponsored by the Association to promote hobby, recreational, and cultural pursuits. As such, the Association allows the Chartered Clubs to use facility space as much as possible, based on availability except as noted below, to enjoy fellowship while pursuing similar interests. Chartered Clubs are organized under the Chartered Club Rules & Procedures and the club charter bylaws approved by the Executive Director. In order to accommodate all clubs, it may be necessary to limit the number of scheduled events on a monthly basis.

1. Membership in chartered clubs is limited to activity cardholders in good standing with the Association.
2. Charters (sponsorship) will be denied to any group that requires (or implies the requirement of) an affiliation with any national, regional, state, local, ethnic, religious, or political entity as a precondition for club membership. Also, club charters may not be granted to groups pursuing interests which include alumni, vocations or occupations, states, cities, geographical locations, religion or politics.
3. In order to be chartered, a club must consist of at least 25 current activity cardholders.
4. Charters will not be approved for groups that are, or appear to be, applicable to a limited segment of the population or any group that sets a restrictive precondition for membership. Membership must be open to all activity cardholders in good standing. After a maximum of three (3) visits an activity cardholder will be required to join the club in order to continue participation in club activities.
5. Rules and policies for a chartered club will be set forth in the Chartered Club Rules and Procedures adopted by the Executive Director. The Association's Executive Director has the authority to coordinate, approve or disapprove all actions taken in regard to chartered club administrative rules, policies and procedures. (For further details and information, refer to Chartered Club Rules and Procedures and/or Room Rental and Catering Procedures. These documents are available at the Activities Office).
6. Chartered club use of Association space (including parties/socials) equipment and facilities is subject to availability as determined by the Activity Director. If chartered club meetings involve special set up, additional fees will apply. However, if Chartered Club meetings involve catering/clean-up requirements, cost recovery fees in the form of a refundable security deposit, may be imposed by the Executive Director. Chartered club meetings may be rescheduled or relocated on an as needed basis to facilitate Association and Declarant events. Chartered Clubs may utilize Association meeting space for a maximum of two (2) parties per year as provided in the Room Rental and Catering Policy.
7. Guests of activity cardholders must obtain a Guest Identification Card (from the fitness centers, the proshops, or the CAM Office in Pinckney Hall) in order to accompany activity cardholders to chartered clubs meetings in accordance with the club's rules governing guest privileges. (As previously stated, Guest Identification Cards may be obtained, free of charge, at Pinckney Hall, either proshop, or either fitness facility). As adopted by the Board, resident guest visits to a particular chartered club by any one individual shall be limited to a maximum of three (3) visits during any calendar year. Guests may be charged a reasonable fee by the chartered club to cover cost of materials and supplies.

8. Chartered clubs are responsible for the maintenance, repair and safe operation of the equipment provided by the Association or otherwise obtained by the club, as well as for the safety of club members and others participating in club activities or using the club's equipment.

9. Upon dissolution, all club owned equipment, supplies, and remaining monies will become the property of the Association.

10. Chartered clubs must submit monthly participation reports and annual financial statements to the Association, and the club's financial records are subject to examination by the Association at its discretion. A mandatory "New Officer Orientation" meeting will be scheduled and conducted by the Community Association staff every January, to educate Club Officers in the proper completion and submission of club forms. The Association also requires an annual certification of financial statements by a source outside of the Executive Board of the Club (does not have to be a paid professional).

B. Bulletin Boards:

The bulletin board located in Pinckney Hall on the wall just outside of the Activities Office, the board in the Hidden Cypress Golf Club and Recreation Center, and the board located by the beverage machine between Pinckney Hall and the Crafts Building, are all administered by Activities. Rules and guidelines for use of these boards may be obtained from the Activities office and are included in the SunSations **magazine** – **Special Events section**. Religious writing or literature, commercial or political solicitation of any nature, or any other political or inappropriate material may not be posted on any Association bulletin board; and all postings must have prior approval of the Activities Director. The judgment of Association staff with respect to decorum will prevail at all times.

The bulletin board located on the wall across from the Billiards Room and the board just inside the doors closest to the CAM Office are maintained by CAM's Executive/Membership Department. These boards are used solely for the posting of official financial information and business related to the Board of Directors.

C. Association Scheduling Policies (addressed in part by "A" above):

Article II 2.1 (k) of the CC&Rs gives 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 and Catering Procedures and 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.

In order to accommodate the large number of activity cardholders who utilize the Pinckney Hall Social Building, the Hidden Cypress Golf & Recreation Center, the Logo Building, the Fitness Center aerobics room, Lake Somerset picnic area, the Riverbend Lodge and pool, and the Pavilion facilities, it is necessary to properly schedule these

facilities. Use of meeting rooms without prior notice and approval is prohibited. Regularly scheduled meetings by any group of residents must be scheduled through the Activities Office, with fees being levied at the residential room rate. Room schedules are established and maintained by the Activities Director. Room reservation requests may be made by completing a "Room Request" contract and delivering this form to the Activity Office. In establishing schedules, the Activities Director adheres to the following policies and stated priorities:

1. Association's Board of Directors, Board Committees, or Declarant: Any meetings of the Association's Board of Directors or committees of the Board, or meetings required by the Declarant have priority over all other meetings. If required, notices of these meetings will be posted on appropriate Association bulletin boards. See #10 below for more specific information relating to the Declarant.

2. Chartered Club Meetings: All regularly scheduled meetings of chartered clubs will be coordinated through the Activities Director's office by completing a "Room Request" contract. Any variation from the regular schedule must be pre-approved by the Activities Director before it may be changed and rescheduled. Chartered club special events may be scheduled up to six months in advance of the event and are subject to change of location by the Activities Director if deemed necessary. Monthly meetings may be scheduled on an annual basis, subject to space availability. A maximum of two (2) parties per year may be scheduled in addition to monthly meetings, as provided in the Room Rental and Catering Policy.

3. Neighborhood Meetings: Neighborhoods are distinct areas in the Community, formed on the basis of Pulte/Del Webb's land plan. Neighborhood Committees are created to represent the interests of its Owners, seek their involvement and opinions, and keep them informed. By nature, they do not promote hobby, recreational, or cultural use. Neighborhoods may use Pinckney Hall, the Pavilion, the Hidden Cypress Golf & Recreation Center, the Logo Building, Lake Somerset, the Fitness Center aerobics room, or Riverbend meeting facilities without charge on the following basis: a) During their first year of existence, newly established neighborhoods may meet on a not-to-exceed basis of one (1) meeting per month plus two parties per year as provided in the Room Rental and Catering Policy; b) Established neighborhoods may meet on a not-to-exceed basis of six (6) meetings per year plus two parties per year as provided in the Room Rental and Catering Policy; c) If an established neighborhood needs to conduct additional business meetings, over and above the already approved six (6) meetings, they can have up to an additional six (6) meetings, by using unscheduled space without charge. The Activities Director must receive the request for unscheduled space within 72 hours of the scheduled meeting and either the neighborhood representative or the alternate must make the request.

All meetings must be reserved through the Activities Director, are subject to space availability, and may be scheduled on an annual basis. If committee meetings involve special setup, additional fees will apply. However, if committee meetings

involve catering/clean-up requirements, cost recovery fees, in the form of a refundable security deposit, may be imposed by the Board.

4. Special Events and Meetings: All special events, classes and meetings sponsored by the Association will be scheduled by the Activities Director, subject to space availability. These events may be scheduled no earlier than 90 days in advance of the event and are subject to the rates, deposits and other appropriate charges for meeting facilities. These events will be posted in an appropriate manner. Chartered club meetings may be rescheduled to accommodate an Association or Declarant event if deemed necessary by the Executive Director. If there are no special events scheduled, events may be scheduled by clubs, neighborhoods and resident community groups if space permits.

5. Resident Community Groups: Any Resident Community Group activity may request meeting space subject to availability and prior approval of the Activities Director. These events will be scheduled by the Activities Director upon completion of a "Room Request" contract. These events may be scheduled no earlier than 90 days in advance of the event and are subject to the rates, deposits and other appropriate charges for meeting facilities. In special circumstances, non-profit special events may be scheduled one year in advance (example: American Heart Association's Valentine Dance). Non-profit special events are those routinely sanctioned either by Pulte/Del Webb or the Community Association. Other non-profit special events may be allotted space for seminars or classes, subject to availability and payment of established fees.

6. Private Parties: Activity card holders may reserve a room for a private event, up to 6 months in advance, after executing a "Room Request" contract, subject to approval of the Activities Director, and space availability. A private function may be disallowed if, in the judgment of the Activities Director, such event would be inconsistent with the general use and enjoyment of the Association Facilities by all activity cardholders and their guests.

7. Unscheduled Activities: Use of a meeting space without a reservation may be accommodated at the discretion of the Activities Director 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), MUST contact the Activities Assistant for permission. Additionally, the meeting space must be left in the same condition, and with the same set-up configuration, in which it was found at the time the Activities Assistant gave permission for use of the meeting space, or penalties will be assessed to the contact person. Continued use of Association space for the same purpose (card games, for example), constitutes a meeting and is subject to all other meeting guidelines. The Association reserves the right to interrupt, 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.

8. Room Charges: Association sponsored events will not be charged for the use of Association facilities. Chartered clubs and neighborhoods may be required to reimburse the Association if additional costs are incurred by the Association for set-up, cleaning, etc. Non-chartered activities and private parties are subject to the current schedule of fees and policies as established by the Board.

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

10. Use by the Declarant: Certain rights with respect to use of Association facilities have been granted to or reserved by the Declarant in the governing documents, including without limitation, the right to reserve rooms for special functions or all employee meetings. These events are subject to reimbursement of costs and expenses incurred.

11. Association Rights: The Association reserves the right, at all times, to deny, adjust, cancel, reschedule or move meeting space as deemed necessary, except for Declarant use.

D. Special Events:

1. All special events utilizing any portion of the common area, which are not sponsored by the Association, must be approved by the Activities Director and/or Executive Director at least 90 days in advance. The event sponsor will be required to enter into the Association's "Room Request" contract, which establishes use fees, deposits and other appropriate charges for the event which contains, without limitation, insurance and indemnification requirements.

2. The Association has the right to deny any special event which the Board determines is inconsistent with policy, inconsistent with the general use and enjoyment of the Association facilities by activity card holders and their guests, a threat to the health, safety or welfare of the residents of the community, or otherwise not in the best interests of the Association and the community (subject, however, to Declarant's rights under the governing documents).

3. The event sponsor/contracting party is responsible for the conduct of his/her guests. The contracting party is responsible for thoroughly inspecting the meeting space, and ensuring that it is left in its pre-event condition. If, however, additional set-up or cleanup is required, or if damage to Association property is noted prior to the subsequent event, the contracting party forfeits the security deposit and/or is assessed additional charges.

E. Parking:

1. Only vehicles with displayed legal handicap parking identification shall park in designated handicap parking spaces.
2. No parking of any motorized vehicles is allowed where prohibited by signage, curb painted yellow, or striped pavement.
3. 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.
4. Parking spaces designated for golf carts shall not be used by motor vehicles (except motor driven cycles). Also see Golf Cart Standards for Common Areas in Section G.
5. No parking on streets where the speed limit is 35 mph (Sun City Lane, Sun City Blvd, and Del Webb Blvd), except during special events utilizing Association facilities. Such rules will be posted and enforced.
6. No parking on grassy areas adjacent to lagoons. Use nearby streets.
7. Residents may not park beyond 2:00 a.m. until sunrise on residential streets or adjacent to Community Association facilities, without obtaining a parking pass from the Main Gate. This restriction includes the parking area adjacent to Lake Somerset. Guests with a valid guest pass from the Main Gate may park overnight on the resident host's street.
8. Overnight or extended parking is available adjacent to the British Open Pub for sponsored or approved trips with transportation by bus. A parking pass must be obtained in advance from Security at the Main Gate.
9. These rules apply to all owners, residents, visitors, guests, invitees, licensees, concessionaires, contractors and employees.

F. Traffic Rules and Regulations:

1. Although Sun City Hilton Head is a gated community, the rules of the road still apply. All South Carolina and Beaufort County traffic laws are applicable within Sun City Hilton Head, and could be enforced either by SCHH's contracted security or the Beaufort County Sheriff's Department.
2. Speed limit signs are posted along all of the thoroughfares within the community. Main boulevards such as Del Webb Blvd, Sun City Blvd, and Sun City Lane are 35 mph as posted. The speed limit is 25 mph on every other road unless posted

differently, including the road north of the Hwy 278 bridge connecting with Riverbend. The speed limit on Seburn Drive, Walden Lane and on the bridge over Hwy 278 is 20 mph. The speed limit in all new construction areas is 15 mph, and is 10 mph at all entrance gates and within all parking areas.

3. These rules and regulations apply to all of the Sun City Hilton Head residents, their guests, and all Declarant employees, to include contractors.

4. The speeds within our community will be monitored by certified radar equipment. Traffic violations are issued, and fines may be imposed as the Board deems appropriate.

G. Golf Cart Standards for Common Areas

1. General:

- a. The standards noted herein apply to a resident's privately-owned golf cart, when used in Association common areas. Golf cart operation is allowed only on the streets, parking lots, and golf courses (when golfing).
- b. Common areas do not include that portion of Highway 170 that allows for east-west crossing between the Riverbend neighborhood and property currently designated as Argent II.
- c. **Before attempting to drive on, or across any State or County primary or secondary road outside Sun City Hilton Head, golf cart owners should contact the South Carolina Division of Motor Vehicles and their insurance company for guidance and clarification.**
- d. 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 Rules". Please check with your insurance company prior to leaving Sun City with your golf cart.
- e. 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 from time to time.
- f. Pedestrians shall, at all times, be given due consideration and reasonable right-of-way when approaching a crossing area, or when crossing a street.
- g. Golf carts will always drive to the far right side of the road, allowing licensed motor vehicles the ability to safely pass on the left.
- h. 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.
- i. The number of passengers in a golf cart cannot exceed the golf cart's seating capacity.

1. Golf Carts Crossing Highway 170 (at Riverbend entry): For additional specifics, please refer to the South Carolina Motor Vehicle Code.

- a. Crossing a State primary or secondary road by a golf cart requires a fee permit from the South Carolina Division of Motor Vehicles.
- b. To obtain a permit, golf cart owners must show a valid driver's license and proof of financial responsibility (insurance).
- c. Once permitted, golf cart owners may operate a golf cart on a secondary highway or street within two miles of the community during daylight hours only.
- d. Once permitted, golf cart owners may cross a primary highway or street while traveling along a secondary highway or street within two miles of the community during daylight hours only.

3. Credentials for Driving a Golf Cart:

- a. Any golf cart or golf car being operated on the Common Area within the community must be registered with the Association. The individual responsible for such golf cart or golf car shall register it within 30 days of assuming such responsibility. Proof of insurance must be shown as part of the registration process. Golf cart registrations do not need to be renewed so long as the party responsible for the vehicle does not change. Association citations in connection with operation of a golf cart or golf car stand against the registrant of that vehicle.
- b. While the Community Association does not ask for it, by law, both a valid driver's license and proof of financial responsibility (insurance) are required to drive a golf cart in Sun City Hilton Head. If you are unsure of the adequacy for insurance, you should contact your insurance agent for particulars and guidance.
- c. Association Security will ask to see a driver's license and proof of insurance when stopping a golf cart for a traffic violation. Failure to produce those documents within 5 business days after being stopped will result in the golf cart registrant being cited for a violation of the Community Rules.
- d. Persons who do not possess a valid driver's license are not allowed to drive a golf cart in Sun City Hilton Head, whether assisted by, or supported by a licensed driver. Members and guests are reminded that traffic laws and rules that apply to licensed motor vehicles apply to golf carts, when driving in Sun City Hilton Head.
- e. Under no circumstances should anyone without a driver's license be allowed to drive a golf cart.

4. Proper Safety Equipment:

- a. At a minimum, all golf carts will be equipped with a rear view mirror, a reliable steering apparatus, efficient brakes, safe tires and red reflectorized warning devices in the front and rear.

- b. Automatic turn signals are highly encouraged. If not equipped, the use of standard hand signals is mandatory.
- c. Golf carts will not be operated on Association common areas ½ hour after sunset and ½ hour before sunrise without 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.
- d. Headlights and taillights are also highly encouraged to facilitate safe driving during early morning and early evening hours, periods of fog, and inclement weather.
- e. Additional equipment that should be considered includes emergency warning flashers, a horn, and lap-restraint seat belts (driver and passenger).

5. **Daily Driving Hours:** Unless properly equipped for night driving (see paragraph 4 above), golf carts are only permitted on Sun City Hilton Head streets during daylight hours; i.e., ½ hour prior to published hour of sunrise to and ½ hour after published hour of sunset.

6. **Parking:**

- a. Where available, golf carts should always park in designated golf cart parking spaces. When not available, golf carts may park in designated motor vehicle parking spaces.
- b. Golf carts should park two per parking space with one cart pulling into the left of the parking space, and the other pulling into the right rear of the parking space. This allows cars on either side to open their doors.
- c. Golf carts parking in designated handicap parking spaces must openly display a handicap parking permit.
- d. Golf carts are not authorized to park in other than designated vehicular parking areas.

7. **Driving/Parking in Common Areas:**

- a. Except as noted in “Golf Course Rules”, golf carts are not permitted to drive, or park in any of the following specific areas:
 - Leisure trails and fitness trails.
 - 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, outdoor pools, and the Town Square outdoor pavilion.
 - Landscape areas associated with Riverbend Lodge, inclusive of the outdoor pool, pier and docks, trails, or other recreational areas as may be provided.
 - Wetland areas, inclusive of boardwalk accessways.

8. Damage Caused by Golf Carts:

- a. Golf cart owners and/or operators may be held personally liable for damage caused to Association property, or private residential property.
- b. In the case of damage sustained on Association property, the Association reserves the right to cure the damage and bill the responsible golf cart owner for all associated costs.

9. Bicycles:

- a. Bicyclists should stay to the extreme right of the road.
- b. Bicycling should be done in single file.
- c. Bicyclists must obey all traffic rules.
- d. Riding after dark without front and rear lighting is prohibited.
- e. Use of helmets and warning devices (bells or horns) is strongly recommended.

10. Violations, Fines and Sanctions:

- a. Any confirmed violation of an Association rule is considered a violation of the Declaration, and subject to all terms and conditions that may apply. “Confirmed violations” are those personally observed by the Association’s Board, Management, and certified members of the Safety and Security Team. In all instances, a written incident report will be completed by the observer and forwarded to the Community Standards Office for further processing and action. Any action taken may be first appealed to the Covenants Committee and, ultimately, to the Association’s Board.
- b. A person who drives, or is in actual physical control of a golf cart on Association streets and common areas, is subject to all State/County motor vehicle regulations, including, but not limited to DUI provisions, and they may be cited for a civil infraction. A civil citation is not subject to Association adjudication, and can only be appealed in Magistrate’s Court.
- c. The Association’s Board reserves the right to impose sanctions or fines, or both, in addition to any civil citation issued by Beaufort County Sheriff’s Department.