



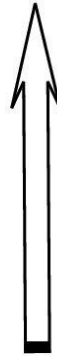
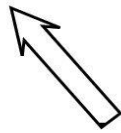
REGULATION



STANDARD



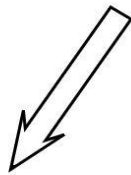
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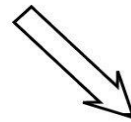
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COMPLIANCE

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MAINTENANCE



RULE



Rules & Regulations

Rules & Regulations

**THE RULES & REGULATIONS OF  
THE ASSOCIATION OF LANDOWNERS OF PORT  
ROYAL PLANTATION, INC.**

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## SECTION A. AUTHORITY AND INTERPRETATION

The Association of Landowners of Port Royal Plantation, Inc. (hereafter "PRP") hereby establishes the following rules and regulations pursuant to the authority granted to the PRP and its Board of Directors (hereafter "Board") by the Declaration of Covenants and Restrictions as amended December 2015 and May 2017, and particularly Sections 16, 17 and 18 thereof. Those three Sections of the Covenants and Restrictions are next set forth in Section A. 1 (hereafter "Covenants").

### 1. AUTHORITY

**Section 16. Maintenance of Residential Lots and Family Dwelling Units.** All Residential Lots and Family Dwelling Units shall be kept free of underbrush, weeds, or other unsightly vegetation. Family Dwelling Units, PAB approved detached structures, and driveways shall be maintained by the owner in a neat, orderly, and clean condition. Said maintenance shall include but not be limited to periodic painting and roof cleaning, as deemed necessary by the Association. ***In the event an Owner fails to comply with the foregoing maintenance obligations, the Association may, in accordance with the Rules and Regulations, impose applicable fines and/or agents of the Association may enter upon said land to remediate the violation without it being deemed a trespass, at the expense of the Owner, provided such expense shall not be unreasonable. The Association may likewise enter upon said land to remove any trash, debris, building materials stored on the Residential Lot or Family Dwelling Unit which are not being actively used in approved construction upon the premises or other exterior bulk storage which has collected on said Residential Lots or Family Dwelling Units without such entrance for such purpose beings deemed a trespass, all at the expense of the Owner; provided, however, that such expense shall not be unreasonable. In addition, the Association may impose applicable fines and storage fees.*** This provision shall not be construed as an obligation on the part of the Association to provide garbage or trash removal services.

**Section 17. Establishment of Rules and Regulations.** Subject to the provisions hereof, the Board may establish reasonable rules and regulations concerning the use of easement areas, and the Common Areas and facilities located thereon. The Board may establish reasonable rules and regulations for maintenance and exterior appearance of Residential Lot, Family Dwelling Unit, Single Family Residential, structures and/or lot improvements. Copies of such rules and regulations and amendments thereto shall be communicated by the Association to all Owners by newsletter, message board and/or electronic communication following Board approval and then provided in the first annual mailing following the Board approval. Such rules and regulations shall be binding upon the Owners, their families, tenants, guests, invitees, servants and agents, until and unless any such rules or regulations are specifically overruled, cancelled or modified by the Board or by the Owners in a regular or special meeting of the Owners, in person or by proxy, holding a majority of the total votes of the Association.

**Section 18. Enforcement.** In the event of a violation or breach of any of these restrictions, covenants, or rules and regulations, any Owner or any of them jointly or severally or the Association shall have the right to proceed at law or in equity to compel a compliance of the terms and conditions hereof and to prevent the violations or breach of said restrictions or protective covenants. In addition to the foregoing, the Association shall have the right, whenever there shall have been built on any Residential Lot, Golf Course, or Family Dwelling Unit any structure which is in violation of these restrictions, to enter upon the said property when such violation exists and summarily remove the same at the expense of the Owner if, after 30 days written notice of such violation, it shall not have been corrected by the Owner. Any such entry and abatement or removal shall not be deemed a trespass. The failure of the Association to enforce any right, reservations, restrictions or condition contained in this instrument however long continued, shall not be deemed a waiver of the right to do so hereafter as to the same breach or as to a breach occurring prior to, or subsequent thereto, and shall not bar or affect its enforcement, and the invalidation by any court of any restriction in this instrument contained, shall in no way affect any of the other restrictions, but they shall remain in full force and effect. Should the Association employ legal counsel to enforce any of the foregoing, it shall be entitled to recover all costs incurred in such enforcement, including court costs and reasonable attorney's fees. In addition, the Board may establish and impose reasonable fines and/or penalties for violations that remain unresolved beyond the (30) day notice. Any such fines imposed shall constitute a lien against the property and shall be due, payable and collectible as assessments set forth in ARTICLE V, Section 1 and 7.

## **2. INTERPRETATION**

The Board shall have the right to determine all questions arising in connection with these Rules and Regulations. In all cases, the provisions of these Rules and Regulations shall be given that interpretation or construction that will best tend to accomplish the intended purpose of these Rules and Regulations.

## **SECTION B: OWNER RESPONSIBILITY**

### **1. RESPONSIBILITY**

Owners, which for the purposes of these Rules & Regulations includes their lessees, are responsible for their own conduct and the conduct of their family members and guests. All Owners should maintain current information on file with the Administration as to their email, mailing address and telephone number(s) to facilitate communications from the Administration when required.

### **2. DAMAGE RESPONSIBILITY**

Owners are responsible for any damage they, their family members or guests cause to Association property and the private property of others located within the Association. Where violations of law have occurred, the violators will be prosecuted to the full extent of the law.

### **3. VIOLATIONS OF COVENANT ARTICLE VII SECTION 5**

- a. Any Owner, family member or guest of an Owner who engages in behavior or activity proscribed by Covenant Article VII Section 5 shall first be warned of the violation in writing. If the behavior or activity does not cease immediately or is repeated within 12 months, the Owner shall be subject to a fine of \$100 and, for each successive offense, a fine of \$300
- b. Any Owner or family member, or guest of the Owner who engages in behavior or activity proscribed by Covenant Article VII Section 5 that involves or results in the intentional or deliberate destruction of property within PRP or the intentional or deliberate harassment of other Owners, as determined by the Administration, shall not be entitled to any warning, and the Owner shall be subject to a fine of \$5000.

### **4. ASSOCIATION EMPLOYEES**

The General Manager is responsible for the performance and conduct of Association employees. Complaints or comments regarding employee job performance/attitude should be directed solely to the General Manager, who will refer the matter to the appropriate supervisor.

### **5. DELINQUENT MEMBERS**

Association members whose assessments are more than 30 days past due are not eligible to vote at Annual or Special membership meetings or have use of amenities cards. All past due assessments shall be subject to late fees as set forth in the Association's collection policy.

## **SECTION C. ENFORCEMENT PROCEDURES FOR PROTECTIVE COVENANTS AND RULES AND REGULATIONS VIOLATIONS**

### **1. ENFORCEMENT RESPONSIBILITY**

Enforcement of the Covenants and Rules & Regulations is the responsibility of the Association. A possible violation may be initiated by either the Association, acting through its administrative staff, or an Owner or group of Owners. An Owner or group of Owners may report a possible violation to the Administration in writing, including in the writing a description of the possible violation which may include photographic or videographic documentation and the name of the Owner(s) involved. The Administration shall investigate a possible violation, *as it deems appropriate*, including but not limited to, speaking with the Owner(s) involved and/or entering upon an Owner's property to observe or take photographs.

If, following investigation, the Administration concludes that a violation has in fact occurred (or is occurring), it shall prepare a Violation Report to be entered into the Association's compliance management system. The Violation Report, in addition to describing the details of the violation, shall include any photos or other items or data supporting the conclusion of a violation.



If during the investigation process, Administration discovers that the violation could possibly be a criminal offense or could escalate into a criminal offense, the Administration will immediately cease its investigation and contact the Beaufort County Sheriff's Office or any other law enforcement agency it deems appropriate.

## **2. NOTIFICATION PROCESS**

The Violation Report shall be promptly delivered by mail, hand, and/or electronically to the subject Owner together with a letter signed by an Administration representative specifying (1) the warning, fine or other remedy authorized by these Rules & Procedures or the Covenants, (2) the remedy or correction period, if any, and (3) the procedures for appeal.

***Where extenuating circumstances require, the General Manager or Operations Director shall have the discretion to extend any applicable period of time for correction or remedy, but only where no appeal has been initiated by the Owner.***

Absent an appeal, any Owner who fails to correct or remedy a violation noticed under these Rules & Regulations within the applicable period of time, or to pay within 30 days any fine levied hereunder, will be notified in writing by the Association of the next enforcement steps to be taken by the Association as authorized under the Covenants and these Rules & Regulations. All references to days within this document shall mean calendar days.

## **3. RESPONSIBILITY FOR FINES**

Owners shall be responsible for all fines arising from activities on their property, its condition or maintenance, and any other violations of these Rules and Regulations, including being responsible for unpaid fines arising from traffic violations by residents of their households and guests. Owners shall not be liable for the fines levied against contractors or third-party vendors for violations occurring off the property of the Owner. Any fines imposed for which an Owner is responsible shall constitute a lien against the Owner's property and shall be due, payable and collectible as assessments as set forth in Article V, Sections 1 and 7 of the Declaration of Covenants.

## **4. APPEAL BY OWNER**

An Owner may contest a violation noticed in the Violation Report by an appeal to the Rules Appeal Board (RAB). The appeal must be initiated by the Owner in writing within 15 days of the Owner's receipt of the Violation Report. The writing requesting an appeal shall be directed to the General Manager or Director of Security and shall provide in detail the Owner's reasons for contesting the finding of violation.

The RAB shall schedule a hearing on the appeal within 45 days of the Owner's written notice of appeal and promptly thereafter issue a written decision. The Owner may appeal the decision of the RAB to the Association's Board of Directors. This final appeal must be made in writing within 10 days of the written decision of the RAB. The writing shall be directed to the Secretary of the Association and may contain any additional arguments the Owner wishes to make in support of the appeal. The Board shall have up to 60 days in which to hear the appeal and vote on it in open session.

During the appeal process, any applicable period for correction, remedy, or payment of fine shall be suspended, but only until the end of the appeal process. This suspension period shall not be applied in the case of a Public Safety violation or for an Aggressive Dog incident.

## **5. ACTION BY THE ASSOCIATION**

If the Owner does not file an appeal or if, following a final appeal upholding the violation, the Owner does not take corrective action within applicable period to remedy or correct, the Association may enter the property to take corrective action and/or to take legal action at the owner's expense as provided in Article VII Sections 16 and 18 of the Covenants.

## **6. LEASED PROPERTY**

The Owner of a residence shall be jointly obligated along with the Owner's Lessee for any violations of these Rules & Procedures and the Covenants. All enforcement notices shall be directed to both the Owner and the Owner's Lessee.

## **7. RULES APPEAL BOARD (RAB)**

The RAB shall consist of two members of the Board of Directors and three Owners in good standing with the Association. All members shall be appointed for a two-year term by the President with the approval of the Board of Directors. The President shall name one of the five members as chairperson. The General Manager shall be a non-voting, ex-officio member of the RAB. The RAB shall meet as to decide each appeal within 45 days following the written notice of appeal by the Owner. All decisions shall be made in writing.

## **8. EXPUNGED VIOLATION**

If an Owner has not been cited for a repeat of the same violation within 2 years of a violation, the earlier violation shall be expunged from the record.

## **SECTION D. DECALS & PASSES**

All vehicles entering the PRP must have a valid entry decal or pass, which must be prominently displayed on the vehicle dash or windshield while in the PRP.

### **1. TEMPORARY GUEST PASSES**

#### **a. ONE-DAY PASS**

The One-day Pass is available for guests visiting the home of an Owner for a single day (no overnight stay) and is valid for driving only to and from the entry gate and the home of the Owner. Driving to or parking in other areas of the PRP is not permitted. Day passes for contractors or other commercial visitors are not permitted (See D.1.e. and D-12). Passes shall be displayed on the driver's side dashboard.

## **b. MULTI-DAY PASS**

A Multi-day Pass allows Owners to provide guests with a pass for one (1) to thirty (30) days. This pass permits guests to stay overnight for the duration requested by the Owner, and to drive throughout the PRP. Parking is permitted in Association designated parking areas. The Multi-day Pass shall be displayed on the driver's side dashboard.

## **c. OVERNIGHT PASS**

An overnight pass allows Owners to provide guests with a pass for one overnight entry and drive throughout the PRP. The overnight pass shall be displayed on the driver's side dashboard.

## **d. 30 DAILY PASS**

The 30 Daily Pass is a single pass issued upon the visitors first entry for 30 days use of the One-Day pass and shall be displayed on the driver's side dashboard. The 30 Daily Pass permits guests to drive throughout the PRP.

## **e. CONTRACTOR/COMMERCIAL PASS**

An Owner must request a pass for contractors or other commercial individuals or entities doing work or providing services on the Owner's premises if the contractor or other commercial individual or entity does not have an annual pass.

## **2. PERMANENT GUESTS**

An Owner may request any of the above temporary passes to be issued to a Permanent Guest. A Permanent Guest may receive a temporary Pass for a maximum of 30 days and may be renewed by the Guest at the end of each period until such time as the Owner revokes it. The Owner may restrict which days of the week access is permitted for Permanent Guest Passes.

## **3. CLERGY PASS**

Members of the clergy may be issued a household assistant/caretaker/personal services entry pass on an annual basis upon request and without charge.

## **4. INTERIOR WEEKEND CONTRACTOR PASS**

An Owner may schedule a contractor to perform on Saturdays or Sundays between the hours of 9:00 a.m. and 4 p.m. interior services that do not involve any outside activities or generate noise that can be heard outside of the premises. Owner must request a "Weekend Interior Work Contractor Pass" stating that it is for interior work. Contractor must obtain the pass from the Administration during regular weekday business hours. Contractors with annual passes need not pay a fee, but still must obtain the specific weekend pass. Contractors without an annual pass must pay the regular daily entrance fee. All contractors MUST be off the premises no later than 5 p.m.

## **5. CONTRACTOR ESTIMATE PASS**

An Owner may schedule a contractor to provide an estimate for services during the week and on Saturdays or Sundays between the hours of 9:00 a.m. and 4 p.m. Owner must request a "Contractor Estimate Pass" stating that it is for the purpose of obtaining an estimate. Contractor must obtain the pass from the Administration during regular weekday business hours. There is no fee for such a pass.

## **6. OWNER DECAL**

Owners must obtain a resident decal at the Administration Office and show current registration and insurance cards for each vehicle being registered. Decals shall be displayed on the driver's side windshield lower left. Owner Decals will only be provided for a vehicle registered to the Owner's or immediate family residing at the Owner's address within the PRP.

## **7. RENTER DECAL**

Lessees may be issued a Renter Decal, which is similar to an Owner Decal but limited to the named lease holder(s) and for a period not longer than the term of the lease. A copy of the lease or rental agreement must be shown at the time the decal is requested. Renter Decals will only be provided to individuals listed on the lease. Current registration and insurance cards must be shown. Decals shall be displayed on the driver's side windshield lower left.

## **8. RELATIVE DECAL**

An Owner may purchase one (1) Relative Decal for the vehicle of each member of a family unit located within fifty (50) miles of the PRP. A Relative Decal, which is valid for one (1) year from date of issuance, allows the vehicle entry into the PRP. Current driver's license, registration and insurance cards must be shown. Decals shall be displayed on the driver's side windshield lower left.

## **9. HOUSEHOLD ASSISTANT/CARETAKER/PERSONAL SERVICES DECAL**

An annual pass may be purchased for the Owner's household assistant/in-home caretaker help. Driving to/from and parking is limited to the entry gate and the home of the Owner. Current driver's license, registration and insurance cards must be shown. This pass is not available to landscapers or other commercial interests.

## **10. COMMERCIAL DECAL/SINGLE DAY OR WEEK PASS**

All contractors or other commercial individuals or entities must purchase either a single day pass, week pass or annual decal for entry into the PRP (See D-1-e). At the time of purchase, applicant must show valid driver's license, vehicle registration and proof of insurance. The pass must be prominently displayed on top of the dashboard, while a decal must be permanently affixed to the windshield or bumper on driver's side.

## **11. RATES**

Rates for Passes and Decals that must be purchased will be charged at rates established from time to time by the Board of Directors. Current rates are available upon request at the Administration Office or [CLICK HERE](#).

**12. MISUSE OF PASS OR DECAL**

Any Owner using the pass system to circumvent the application of entry fees or any contractor or commercial individual or entity found to be conducting any commercial activity using an improper pass to gain access into the community will be cited along with the Owner who issued the pass for misuse of pass or decal.

**VIOLATIONS of SECTION D PARAGRAPH 12**

Any contractor, commercial individual or entity and Owner violating Section D. paragraph 12 shall be subject to the following:

- I. A warning will be applied to the first violation of this rule.
- II. A second violation is subject to a \$100 fine,
- III. A third violation and any successive violations are subject to a \$300 fine.

**SECTION E. PROPERTY MAINTENANCE & UPKEEP**

**1. PROPERTY MAINTENANCE**

**a. HOME STRUCTURES AND EXTERIORS**

**i Roofs**

Roofs must be kept in good repair and free of stains and/or discoloration and accumulations of pine straw and leaves.

**ii Exterior**

Exterior surfaces and other exterior features such as decks, porches, railings, steps, windows and fascia/trim boards must be kept clean, free of stains and/or discolorations, and in good repair.

**iii Driveways and sidewalks**

- 1) Driveways and sidewalks must be kept clean, free of stains and/or discolorations, and in good repair.
- 2) Driveways may not be used to store items including, but not limited to, bicycles, children's toys, kayaks, beach equipment, chairs, yard equipment, and bulk bags of landscaping material. Temporary placement of visitor bicycles and bulk bags of landscape materials is permitted for no more than 2 weeks.
- 3) Gravel, shell or like material driveways that have been grandfathered in, must keep an adequate base of material on the driveway so as to not allow the driveway to revert to mostly dirt.

**iv Garages**

- 1) Garages and carports are primarily intended for the storage of vehicles. Carports shall be kept free of unsightly storage.
- 2) Garages may not be used as living spaces or for the conduct of business or service offerings. It is requested that doors be kept closed when the garage is not in use to maintain the appearance of the home and neighborhood.

v **Hurricane Shutters**

- 1) Installation & Removal. Removable panels may be installed on a Owner's home when Hilton Head Island falls within the NHC Track Forecast Cone of a named storm or numbered tropical depression. This is normally 5 days but if longer range forecasts include a significant probability of Hilton Head Island being impacted, the panels may be installed earlier as necessary.
- 2) Panels must be removed from the home within 10 days after (1) passage of the storm or (2) official re-entry is authorized for the island, whichever is later. Extensions of the removal period may be extended by staff up to 30 days or until the PAB can meet.

vi **Service Yards**

In accordance with PAB Guidelines, one or more attached and enclosed areas (service yards) shall be provided to house garbage containers, heating/air conditioning equipment, drying lines, above ground propane tanks, pool equipment, electric meters, generators, electrical switching equipment, cable and telephone hookups, etc. Garbage containers and yard debris containers shall be stored in the service yard or garage. Above ground propane tanks outside of service areas approved by the PAB are grandfathered.

vii **Play Equipment**

Play equipment structurally permanent in nature shall be approved by the PAB prior to installation and shall be maintained in neat, orderly and workable condition. The following structures are prohibited: tree houses, swimming pool diving boards and/or slides, separate playhouses and separate dog houses.

**b. YARD MAINTENANCE**

i **Landscape compliance**

Any modification to landscaping amounting to a change of 50 percent or more of the property must be approved by the PAB.

ii **Yards**

- 1) Lawns shall be kept neatly mowed and trimmed, reasonably weed free and free of significant accumulation of leaves, branches and other debris.
- 2) Vehicles shall not be parked overnight on yards. Yards shall not be used to store bicycles, children's toys, kayaks, beach equipment, chairs, yard equipment, and bulk bags of landscaping material.

iii **Trees and Shrubs**

- 1) Trees, shrubs, and other plantings shall be maintained to prevent an overgrown appearance.
- 2) Owners on corner lots should ensure that trees and shrubs are trimmed sufficiently so as to not block the line of sight for oncoming vehicles at intersections.

iv **Bedding Areas**

- 1) Bedding areas shall be covered with ground cover plantings, pine straw, mulch or other natural materials and maintained free of an accumulation of weeds and large debris. The ground cover should be refreshed as necessary. In heavily wooded areas, a natural leaf ground cover is allowed.
- 2) Bare earth areas are also not allowed

#### v **Tree Stumps**

Tree stumps visible from a street or golf course shall be mitigated by grinding, cutting to ground level and/or covered with a natural ground cover or decorative landscape features.

#### vi **Decorative Landscaping Items**

- 1) Decorative landscaping items, including statuary, pots and planters, birdbaths, fountains, bird feeders and wind catchers may be placed in a yard so long as they are on an Owner's property, are not excessive in number, and are harmonious with the appearance of the property and neighborhood.
- 2) The PAB has the right to require modification or removal of these items if it deems appropriate.

#### vii **Reflectors**

A maximum of four (4) reflectors may be used and they may not exceed 18" in height and may only be red.

#### viii **Unimproved Lots**

- 1) Dead trees, fallen branches, brush, tall weeds/grass, vines, and stumps shall be removed from all unimproved lots, whether in a natural state or cleared.
- 2) Grass or weeds visible from either the street, neighbors, common areas, or golf course must be maintained at a height of no more than 12 inches
- 3) Unimproved lots in a natural state must maintain a 6-8 foot clearance along the road right-of-way.

## **2. BEACH PATHS AND WALKOVERS**

There are two types of beach access paths on common property easements within the community. Although the paths are platted as property owned by the Association, not all Association beach path property is maintained in the same manner.

### **a. Common Property Beach Access Paths**

- i These beach paths lead from a road to the beach and are for common use by all Owners.
- ii The Association's long-standing beach path maintenance policy regarding its common property is to provide a safe pedestrian passage. The beach paths are maintained as a "walk in the woods" to preserve the island's natural Lowcountry atmosphere.
- iii The Association does not, and an Owner may not, trim, cut or remove any trees, branches or shrubbery growth of any kind on these paths to provide an Owner with a view.

### **b. Limited Beach Access Paths**

- i These beach paths are landlocked with access limited to only abutting Owners.
- ii These beach paths are not available for use by all Owners but are land locked private paths for the limited and exclusive use of the abutting Owners.
- iii These limited access beach paths are not maintained or inspected by the Association; however, if notified that ingress or egress may be unsafe in some way, then and only then will the Association remedy that situation.

- iv Abutting Owners, usually four in number, may apply to the PAB to maintain the limited access beach path if all Owners agree. If approved, the Owners and their successors are exclusively responsible to maintain the path for safe pedestrian passage.
- v The Association does not permit trimming, cutting or removal of any trees, branches or shrubbery of any kind on these paths in order to provide an Owner with a view.

**c. Beach Paths and Walkovers Shall Be Kept Natural**

- i Private property, such as umbrellas, beach toys, boats, tents, etc. shall not be stored on beach paths.
- ii A limited number of beach chairs may be stored on the Association side of the dunes, with the proper Association issued decal. No such storage is permitted on Port Royal beach paths #8 (Beach House), #19 (Steam Gun), and #21 (Fort Walker).
  - 1) To store chairs on an approved Association beach path, the Owner must complete an annual application and receive a decal to affix to each beach chair. Chairs stored must be in the designated area as marked by the Association, be in good repair/usable, out of the walking path to the beach, and display the Association issued decal.
  - 2) Any chair left in a state of disrepair/broken without a current (unexpired) Association issued decal or placed on the dunes or beach vegetation may be removed and disposed of by the maintenance team. The Association is not responsible for lost, broken, or damaged items.
- iii Beach walkovers on designated Common Areas require PAB approval and a Revocable License Agreement with the Association. Other structures, such as benches and platforms, are not permitted unless previously approved or approved by the PAB.
- iv No grading, pruning, planting, destruction of vegetation, or any other activity that disturbs or modifies the natural state of Association owned property is permitted.

**VIOLATIONS of SECTION E PARAGRAPHS 1 - 2**

Any Owner violating any of the Rules of this Section E. paragraphs 1 and 2 shall be subject to the following:

- I. Owners shall have 30 days to correct or remedy any violation described in the Violation Report.
- II. If correction or remediation is not completed in 30 days, a fine of \$100 shall apply. If the correction or remediation is not completed after 60 days, a fine of \$300 shall apply, and a fine of \$50 per day shall apply for each day the violation remains beyond 60 days.
- III. Any Owner failing to take corrective action within 60 days of receiving a Violation Report will be subject to the rights of the Association under Article VII, Sections 16 and 18 of the Declaration of Covenants and Restrictions.



### **3. OPEN HOUSES**

No properties listed for sale may be the subject of a real estate "Open House" showing unless it is included in a Board approved Open House event.

#### **VIOLATION of SECTION E PARAGRAPH 3**

Any Realtor or Owner violating Rule of Section E Paragraph 3 shall be subject to the following:

- I. An Owner shall be subject to a fine of \$250 for the violation of this rule.
- II. An Owner shall be subject to a fine of \$500 for a second violation of this rule.
- III. A realtor and his or her Real Estate company may have access privileges suspended or denied upon Board approval.

### **4. IRRIGATION**

Lagoons may not be used as a source for residential irrigation, unless approved by prior written agreement with the Association or other owner of the lagoon.

### **5. HOUSE TOURS**

No group sponsored tours of homes or gardens within the PRP are permitted unless approved by the Board.

### **6. HOUSE NUMBERS & SIGNS**

- a. Each residential property Owner may install, without PAB approval, one small (less than 1.5 square feet) sign bearing the house number, the Owner's name and/or street name. Ground mounted signs will not exceed a height of 30 inches above grade.
- b. No other signs of any kind are allowed anywhere on residential property or PRP Association property unless specifically authorized by the PAB (except the temporary signs allowed during construction as described in the PAB guidelines).

#### **VIOLATION of SECTION E PARAGRAPH 6**

Any Owner violating any of the Rules of this Section E paragraph 6 shall be subject to the following:

- I. An Owner shall have 10 days to correct or remedy a violation of this rule without fine or penalty.
- II. An Owner who does not correct or remedy the violation of this rule within 10 days shall be subject to a fine of \$100. If the violation is not

corrected or remedied after 20 days, a fine of \$50 per day shall apply until day 30; and

- III. Any Owner failing to take corrective action within 30 days of receiving a Violation Report will be subject to the rights of the Association under Article VII, Sections 16 and 18 of the Declaration of Covenants and Restrictions.

## **7. LANDSCAPE DEBRIS REMOVAL**

- a. The Association provides weekly yard debris removal. Items for pickup should be placed at the roadside in front of the residence no earlier than two days preceding pickup.
- b. All loose debris shall be bagged in paper bags or in containers. Plastic bags are prohibited, and any debris placed in plastic bags will not be picked up.
- c. Emptied containers shall be returned to the service yard or garage promptly after each pickup. Cans will be returned for reuse.
- d. No loose debris will be collected that requires the use of pitch forks, rakes or hands. Branches of trees and shrubs shall be cut in pieces not more than 4' in length and may be stacked.
- e. The maximum for weekly pick-up is a pile 3 feet high by 3 feet wide by 6 feet long.

### **VIOLATION of SECTION E PARAGRAPH 7**

Any Owner violating any of the Rules of this Section E. paragraph 7 shall be subject to the following:

- I. A warning will be issued for the first violation.
- II. A second violation will result in a \$50 fine.
- III. A third violation will result in a \$100 fine.
- IV. A fourth violation will result in a fine of \$50 per day from the date of the violation report to the day of debris pickup.

## **8. MAILBOXES**

The Association owns all mailboxes and posts. As the owner of these facilities, the Association is responsible for the maintenance and upkeep of the mailboxes and posts.

- a. Owners may not affix any material to the mailboxes and posts that may result in damage to the finish or structure. This includes reflectors, stickers, numbers or any other permanent items. This permits temporary holiday or special event decorations so long as they would not result in damage to the finish or structure of the mailbox. Each mailbox will have a street number, street name and may include the Owner's name plate. Any foreign material that is placed on the mailbox or post may be removed and disposed of by PRP employees. A fee of \$50.00 may be charged to Owners for removal. Any damages caused by the removal of such material shall be the Owner's responsibility and repairs necessitated by this removal will be charged to the Owner.
- b. Owners may not plant any vegetation that would grow up or impede the maintenance of the mailbox. Plants that would grow like a vine around the mailbox will be removed.

- Low growing flowers (maximum height not to exceed 18 inches) may be placed around the base of the post as long as they do not interfere with maintenance/cleaning.
- c. Mailboxes or posts damaged by an act of nature, will either be replaced or repaired by the Association.
  - d. If damage or destruction of the mailbox and/or post is caused by an Owner, family member or a guest, the Owner will be financially responsible for repairs or replacement. The Association will handle the repair and/or replacement with labor and materials charged at cost. Owners shall notify the Association office as soon as practical that the damage or destruction has taken place.
  - e. The cost of repair or replacement of a mailbox or post damaged by a contractor or vendor will be the responsibility of the contractor or vendor.
  - f. Newspaper slots may be added to a mailbox at a cost of \$35.00. The Association will install the newspaper slot.
  - g. Only Lessees with a lease term of a year or more are eligible for a mailbox name plate at a cost of \$25.00.

## **9. FLAGS**

No flag, banner or pennant (collectively Flags) shall be flown or displayed on any Residential Lot or Family Dwelling Unit except as follows:

- (1) The American Flag and any official Flag of any state or local jurisdiction or foreign country;
- (2) Flags of any branches of the U.S. military or State national guard;
- (3) Flags of any school, college or university or their affiliated sports teams; and
- (4) Flags of any professional sports team.
- (5) Seasonal or holiday flags.

Flags approved under this Rule are limited to a maximum of two per Owner property, shall be in good condition and no larger than 3' x 5'.

All flag poles must be approved by the PAB or be attached to the house, garage, or a tree.

### **VIOLATIONS of SECTION E PARAGRAPH 9**

Any Owner violating any of the Rules of this Section E. paragraph 9 shall be subject to the following:

- I. An Owner shall have 10 days to correct a violation of this rule without penalty or fine.
- II. An Owner who does not correct the violation within 10 days shall be subject to a \$50 fine per day until the violation is corrected up to 30 days.
- III. An Owner failing to correct the violation after 30 days shall be subject to the rights of the Association under Article VII, Sections 16 and 18 of the Covenants to take steps to remove the flag.

## **SECTION F. ROADS, PARKING & LEISURE PATHS**

### **1. PARKING FOR BEACH ACCESS**

The only Common Areas where vehicles may be parked to provide access to the beach are the Beach House (#8), the Steam Gun (#19) and Fort Walker Park (#21). Only vehicles with Owners or Renters Decals or Multi-Day passes may park at these locations.

#### **VIOLATION of SECTION F PARAGRAPH 1**

Any Owner violating this rule of Section F paragraph 1,

- I. Shall first be issued a warning.
- II. Any Owner violating this rule following warning shall be subject to a fine of \$25 for each such subsequent occurrence.
- III. Vehicles with no pass displayed are subject to towing and removal at the vehicle owner's expense.

### **2. OVERNIGHT PARKING**

No vehicle shall be parked overnight on any road, right of way, Association-owned parking lot, or any other common property within the PRP without the prior approval of either the General Manager or the Operations Director.

### **3. COMMERCIAL & PICKUP TRUCKS**

- a. Commercial trucks owned or operated by residents are defined as those with business medallions or signage, or carrying tools, boxes, materials, etc., and are not considered family passenger vehicles. Owners must garage commercial vehicles in a PAB approved garage and may not park them outdoors or in the open.
- b. Pickup trucks and vans under 2-ton gross weight, and used primarily as family passenger vehicles, and not marked or utilized as commercial vehicles, are not subject to commercial truck parking restrictions.

### **4. RV PARKING**

- a. RVs (a motor vehicle or trailer designed for recreational use, such as camping, and equipped with living space) may be parked for only one (1) overnight period on the Owner's property for loading or unloading. Security must receive prior notice.
- b. Failure to abide strictly by this requirement may result in cancelation of the privilege for the vehicle in question to enter PRP following notice of a single violation.
- c. RVs that can be parked in the Owner's garage shall receive a special decal that identifies it as an RV that must be parked in a garage overnight.
- d. RVs of Owners that cannot be parked in a garage will be issued a two-day pass to enter PRP to cover only loading, preparation and unloading.

## **5. BOATS & TRAILERS**

- a. Boats and trailers may be parked on an Owner's property for one day (day use only – no overnight parking).
- b. Storing boats and trailers in a garage or under the house is permitted.

### **VIOLATION of SECTION F PARAGRAPHS 2-5**

- I. Any Owner violating any of the Rules of this Section F paragraphs 2-5, shall be provided warning.
- II. Any Owner who has not made a correction within 24 hours, shall be subject to a fine of \$100 per day or portion thereof until the violation is corrected.

## **6. STORAGE CONTAINERS**

Temporary portable storage or moving containers may be parked on a resident's property for seven (7) days, and only with prior notice to the Association.

### **VIOLATION of SECTION F PARAGRAPH 6**

Any Owner violating any of the Rules of this Section F paragraph 6 shall be subject to the following:

- I. An owner who places a temporary storage or moving container without prior notice to the Association must either remove it within 24 hours, or provide notice to the Association, and be subject to a \$100 fine per day until the violation is corrected.
- II. An Owner who retains the container more than 7 days then shall be subject to a \$50 fine per day until the violation is corrected.

## **7. BICYCLES**

- a. Bicycles belonging to Owners or Owner's lessees shall be registered at the Administration Office and a permanent decal affixed to the bicycles. "Electric-assist bicycles" and "bicycles with helper motors" as defined under S.C. law Section 56-1-10(29) shall be treated the same as traditional bicycles under these rules.
- b. Guests visiting within the PRP shall obtain a temporary bicycle tag from Security or the Administration Office. Such temporary tags shall be taped or stapled in a prominent place on the bicycle.
- c. Walkers and runners have the right of way on Association leisure paths.
- d. Leisure paths shall be used by children riding bicycles and may be used by adults riding bicycles also if preferred to roadways. All bicycle riders using the leisure paths shall yield and signal their approach to walkers and runners.
- e. All bicycle-riding on PRP roads shall be single file with the traffic flow and shall be in compliance with all posted speed limits and other traffic signs including, particularly, stop signs.

## **VIOLATION of SECTION F PARAGRAPH 7**

Any Owner violating any of the Rules of this Section F paragraph 7 shall be subject to the following:

- I. A warning shall be issued for a first violation.
- II. A second violation shall be fined \$25; and
- III. All third and successive violations shall be fined \$50.

## **8. OTHER MOTORIZED VEHICLES**

- a. Mopeds, motor scooters, motor assisted bicycles not meeting the definition under S.C. law Section 56-1-10(29) and motorcycles are restricted to Owners, Owner's lessees and invited guests (excluding clubs or large groups), are to be operated on the roads, are required to have a valid decal or pass, must be equipped with an appropriately installed muffler, if gasoline-powered, and conform to all applicable state and local noise rules and regulations.
- b. No golf carts (other than carts that are either grandfathered or approved by the Association, with a decal and registration) or ATVs shall be permitted on roads.
- c. Exceptions include Association and Golf Club maintenance equipment.

## **VIOLATIONS of SECTION F PARAGRAPH 8**

Any Owner violating any of the Rules of this Section F paragraph 8 shall be subject to the following:

- I. A warning shall be issued for a first violation.
- II. Each subsequent violation shall be fined \$100;
- III. Repeated violations may result in revocation of the right to operate that vehicle on the Association's roads.

## **9. SPEED LIMIT**

Motorized vehicles shall observe all posted speed limits on Association roads. Those exceeding the speed limit are subject to Association citations.

## **VIOLATIONS of SECTION F PARAGRAPH 9**

Any Owner violating any of the Rules of this Section F paragraph 9 shall be subject to the following:

- I. A warning shall be issued for a first offense of a speed in excess of the posted speed (but less than 20 mph over the posted speed).
- II. ii For a second offense of a speed in excess of the posted limit (but less than 20 mph over the posted speed), a fine of \$50 will be imposed. For any successive violation occurring within 2 years, a fine of \$100 shall be imposed.

- III. For operating a vehicle recklessly (20 mph over the posted speed), a fine of \$150 will be imposed (no warning). If a second or any successive violation for reckless operation of a vehicle occurs within 2 years, a fine of \$500 shall be imposed and the right to operate the vehicle on the Association's roads may be revoked.

## **10. ROAD SAFETY**

All drivers on PRP roads must adhere to all County and State traffic laws and regulations while operating a motor vehicle on all Association owned roadways.

### **VIOLATIONS of SECTION F PARAGRAPH 10**

Any Owner violating any of the Rules of this Section F paragraph 10 shall be subject to the following:

- I. A warning shall be issued for a first violation.
- II. A second violation shall be fined \$50; and
- III. Third violations and any subsequent violations within 2 years shall be fined \$100.

## **11. GOLF COURSE CART PATHS AND PROPERTY**

Just as the Owners' lots are private property, the golf course is private property as well. No person should be on the course or cart paths (with the exception of those portions of the cart paths shared with a leisure path) unless they are playing a round of golf, are a caddie for a player or have permission from the Owner.

## **SECTION G. RECREATIONAL AREAS**

### **1. BEACH HOUSE**

The Port Royal Beach House is a valuable amenity for the enjoyment of all Owners and their guests. The Rules and Regulations governing the Beach House may be found at: General Rules [CLICK HERE](#); Groups and Organizations [CLICK HERE](#); Private Rentals [CLICK HERE](#)

### **2. PARKING AT BEACH HOUSE**

- a. Parking at the Beach House is restricted to Owners, Renters and their guests with Multi-Day Passes using the pools or the beach. Any unauthorized parking may result in a citation.
- b. Attendees at Beach House events are exempt from this restriction.

## **VIOLATION of SECTION G PARAGRAPH 2**

Any Owner or their guest violating this parking rule shall be subject to the following:

- I. A \$25 fine;
- II. Vehicles with no pass displayed are subject to towing and removal at the vehicle owner's expense.

## **3. BEACH HOUSE BOARDWALK AND DECKING**

- a. Motorized vehicles, motor assisted bicycles not meeting the definition under S.C. law Section 56-1-10(29), scooters, roller skates, rollerblades and skateboards are not permitted on the Boardwalk, the Beach House deck and premises or the Pool deck.
- b. Bicycles and "Electric-assist bicycles" and "bicycles with helper motors" are to be walked from the parking lot to the beach.
- c. Dogs must be leashed.
- d. No trespassing is allowed on dunes and destruction of vegetation on them will be reported to the responsible authorities.

## **VIOLATIONS of SECTION G PARAGRAPH 3**

Any Owner or their guest violating any of the Rules of Section G paragraph 3 shall be subject to the following

- I. A warning shall be issued for a first violation.
- II. A second violation shall be fined \$25; and
- III. Third violations and any subsequent violations within 2 years shall be fined \$50.

## **4. PLAYGROUND**

When using the Beach House Playground, children 10 years or under must be accompanied by an adult. The equipment should be used as intended, and as safely as possible. Report any defective equipment to the Pool Attendant or Security.

## **5. PRP TENNIS/PICKLEBALL COURT**

The two tennis courts and six pickleball courts located off Fort Walker Drive may be used by Owners and guests accompanied by Owners. For more information on Pickleball court reservations [CLICK HERE](#).

- a. Play times are from 8:00 am to 8:00 pm
- b. Those using the courts must wear proper tennis shoes. This means no hard sole or heavy tread running shoes.
- c. No bicycles, roller skates, rollerblades, skateboards or activities other than tennis and pickleball are permitted on or around the court areas.
- d. No pets are allowed on the courts.
- e. Please use a recommended paddle that is designed to reduce the noise/pitch for neighboring properties. [CLICK HERE](#) for the list of recommended paddles.



## **VIOLATIONS of SECTION G PARAGRAPH 5**

Any Owner or guest violating the rules in Section G Paragraph 5 shall be subject to a fine of \$50 and shall be responsible for the cost of repairs for any damage they may have caused.

### **6. FISH HAUL CREEK**

Boats used in Fish Haul Creek are regulated by the State, not by the Association. Any dock construction requires PAB, State, and Town approval.

### **7. FISHING**

- a. Fishing in ponds within the common areas of the Association is limited to Owners, Multi-Day and Overnight guests, or guests accompanied by an Owner.
- b. Fishing by non-Owners in ponds on private property including those on the golf course, is prohibited.

### **8. BOAT ACCESS**

- a. The use of PRP beach accesses by Owners to transport small, non-motorized boats to the water is permitted. This is a daytime use only.
- b. Overnight storage on PRP beach accesses is not permitted. There is a town permitting process that allows boats to be stored on the beach.
- c. Boats are not permitted on Miller's Pond or any of the lagoons in PRP.

### **9. FIRES, FIREWORKS. FIRE PITS & FIREARMS**

- a. No grills or gas burners of any type may be used on the deck of the Beach House.
- b. Fires on the beach are prohibited by SC and Town law.
- c. The use of fireworks is banned in PRP.
- d. The discharging of firearms, paintball guns, airsoft, or other projectiles within PRP is not permitted.
- e. Fires on any other property must be approved by Security and the Hilton Head Island Fire Department.
- f. Permanent and portable fire pits or chimneys may be used on an Owner's property provided they have placed them in compliance with the PAB rules for placement of permanent fire pits.
- g. Fire pits are located near the pool area for recreational use and burning is restricted to natural logs or fireplace logs. Burning of trash, leaves, pine straw, waste lumber or pallets is not permitted. The fire must be extinguished prior to leaving the site. Owners are responsible for providing their own natural logs or fire logs.
- h. The furniture from the pool deck and Beach House deck should not be removed to use for seating at the fire pits. Please use the chairs that are located around the pit or bring chairs from home.

## **VIOLATIONS for SECTION G PARAGRAPH 9**

Any Owner or guest violating the rules in Section G paragraph 9 shall be subject to the following:

- I. First violation of this rule is subject to a \$50 fine.
- II. A second violation is subject to a \$100 fine; and
- III. Owners are responsible for any damage done as a result of these prohibited activities.

## **SECTION H. SWIMMING POOL**

The pool is for the private use of our Owners in good standing and their guests. Owners are responsible for the conduct and behavior of their guests. The Rules and Regulations governing the Swimming Pool may be found at [CLICK HERE](#)

While there is no lifeguard, there may be a pool attendant/officer on duty from Memorial Day through Labor Day, Monday through Friday - 10 am until 4 pm, Saturday and Sunday - 10 am until 6 pm. Times may be altered for Memorial Day, July 4<sup>th</sup>, Labor Day, and or at the discretion of the Operations Director and/or the General Manager. **In ALL cases you swim at your own risk.**

- a. An amenity card is required for entry each time the pool area is used. Guests with Multi-Day and Overnight Passes may receive a temporary amenity card from the Pass Office and need not be accompanied by a resident.
- b. The pool attendants have the full authority to shut down the pool at any time for any cause and to enforce all Pool Rules.
- c. Babies and children in diapers may only use the Baby Pool.
- d. Any Owner or guest who has an accident involving fecal matter causing the pools to close will result in the responsible Owners being fined \$150.00 per day the pool is closed.
- e. No one may tamper with the outlet drain grids, the skimmers, or flow controls.
- f. All trash must be discarded and in the trash receptacles.
- g. No beverages are permitted in the pool water at any time.
- h. Pool chairs may not be taken from the pool area.

## **VIOLATIONS of SECTION H.**

Any Owner or guest of an Owner violating any of the Rules of this Section H shall be subject to the following:

- I. A Violation Report with a warning shall be issued containing a notice of the violation and a request to refrain from engaging in such violative behavior.
- II. Suspension of the Owner's access to the pool, if such violative behavior continues by the Owner or the Owner's guests after a second notice of violation is issued by the pool attendant.

## **SECTION I. ANIMAL RULES AND REGULATIONS**

### **1. RESPONSIBILITY AND SCOPE OF RULES**

These Animal Rules and Regulations apply to every Owner, family member and guest, but Owners bear the ultimate responsibility for the conduct and control of any animal kept in or on their property. Any violation of the Beaufort County Animal Code or the Town of Hilton Head Island Animal Control Code shall be deemed a violation of the Association's Animal Rules and Regulation.

### **2. PRP ANIMALS PERMITTED**

The only animals permitted within the PRP are domestic dogs, domestic cats, fish, birds in a cage, and other small animals normally kept indoors (e.g., hamsters). Exotic animals and reptiles shall not be allowed.

### **3. ANIMAL IDENTIFICATION**

All dogs and cats outside their Owner's property shall at all times wear a collar or harness that has a plate or tag listing the animal's name and the name and contact information of the Owner. A current rabies vaccination certificate is required.

### **4. CONTROL OF ANIMALS**

- a. To ensure that dogs will not stray from their Owner's property, dogs are required to be under the direct control of their owner or handler at all times. This regulation applies equally to private property, golf course property and Common Areas of the Association. Unattended tethers or runs or manually controlled electric shock collars are not acceptable means of constraint and do not comply with the "direct control" requirement of this rule.
- b. Outside of the property of the Owner, dogs must always be on a leash strong enough to restrain the dog at all times.
- c. Any dog found running at large outside its Owner's property is prohibited and subject to immediate transport, at the Owner's expense, to the Hilton Head Humane Society after reasonable effort to contact the Owner.

### **5. RESTRICTED DOGS**

American Pit Bull Terrier, Staffordshire Terrier, Stafford Bull Terrier, or any dog that exhibits physical characteristics of any of these breeds are considered restricted dogs and their ownership is discouraged. Any restricted dog must be muzzled and placed on a leash no longer than 6 feet while outside of the property of the Owner. Any restricted dog living in PRP as of 08/01/2016 shall be grandfathered and remain in PRP as unrestricted. All dogs shall remain in compliance with the Town of Hilton Head Island Municipal Code Title 17, Chapter 1, Section 14.30(c), available at [CLICK HERE](#)

## **VIOLATIONS of SECTION I PARAGRAPHS 2-5**

Any Owner or guest violating the rules in Section I paragraphs 2-5 shall be subject to the following:

- I. A first violation of this rule is subject to a \$50 fine.
- II. A second violation is subject to a \$100 fine; and
- III. A third violation and any subsequent violations are subject to a \$500 fine.

## **6. AGGRESSIVE DOGS**

### **a. UNPROVOKED AGGRESSIVE ACTS**

An Owner of a dog that commits an unprovoked aggressive act that causes a person reasonably to believe that the animal will attack or cause injury to a person or permitted animal will receive a Violation Report pursuant to the procedures set forth in Section B Enforcement Procedures and Penalties.

#### **VIOLATION OF SECTION I PARAGRAPH 6a**

Any Owner or guest violating the rules in Section I paragraph 6a shall be subject to the following:

- I. A first violation of this rule will receive a warning.
- II. A second violation of this Rule shall subject the Owner to a fine of \$50.
- III. In the event of a third complaint, the Association will impose a fine of \$300 and may pursue through legal action the removal of the dog from the Owner's property. In such a case, the Owner shall be responsible for all legal and court costs incurred by the Association.

### **b. UNPROVOKED ATTACKS**

If any dog that without provocation attacks or bites a person or other permitted animal, it should be immediately reported to Security or to 911.

#### **VIOLATION of SECTION I PARAGRAPH 6b**

Any Owner or guest violating the rules in Section I paragraph 6b shall be subject to the following:

- I. The dog shall immediately be confined to the interior of the residence of the Owner. If required to exit the residence, the dog shall be muzzled and kept on a leash of six feet or less. The Owner shall be subject to a \$500 fine.
- II. Following a complaint, the dog shall be confined until there is a final determination by Beaufort County Animal Control

- regarding the dog's status (pursuant to Title 17, Chapter 1, Animal control, Municipal Code of Hilton Head Island)
- III. Pending completion of an investigation by the Association, and an investigation and final determination by Beaufort County Animal Control regarding the dog's status (pursuant to Title 17, Chapter 1, Animal Control, Municipal Code of Hilton Head Island), the dog shall immediately be confined by the Owner to the interior of the residence and allowed outside only muzzled and leashed.
  - IV. In the event that an actual unprovoked attack or biting has been determined, the rights of the Association include, without limitation, taking legal action to remove the dog from the Owner's property. In such a case, the Owner shall be responsible for all legal and court costs incurred by the Association.

## **7. COMMERCIAL ACTIVITY**

No animal shall be bred or maintained within the PRP for any commercial purpose whatsoever.

### **VIOLATION OF SECTION I PARAGRAPH 7**

Any Owner violating the rule in Section I paragraph 7 shall be subject to the following:

- I. A first violation of this rule is subject to a \$50 fine;
- II. A second violation is subject to a \$100 fine; and
- III. A third violation and any subsequent violations shall each be subject to a \$500 fine.

## **8. NUISANCE ANIMAL**

The Owner of any loud, noxious or nuisance animal, including any animal that frequently or continuously barks or exhibits aggressive behavior shall be issued a Violation Report.

## **9. HOUSING OF ANIMALS**

All animals shall be housed inside the Owner's residence. They may not be maintained outside on the lawn, decks, or porches (including runs or cables or fenced in yards) of any residence; nor shall they be housed in a structure or cage separate from or attached to the outside of the residence. Dogs and cats may not be housed or restrained in any way that creates a public health risk, odor, or unsanitary condition, or in any other way that represents a nuisance to another resident.

### **VIOLATION OF SECTION I PARAGRAPHS 8- 9**

Any Owner violating the rule in Section I paragraphs 8-9 shall be subject to the following:

- I. A first violation of this rule is subject to a warning.
- II. A second is subject to a \$50 fine; and

- III. A third violation and any subsequent violations are subject to a \$150 fine.

## **10. SANITATION**

Owners or handlers are required to immediately pick up the excrement of any dog or cat and dispose of the excrement in a sanitary manner. Failure to do so is a violation of the Rules and Regulations.

### **VIOLATIONS of SECTION I PARAGRAPH 10**

Any Owner or handler violating the rule in Section I, paragraphs 10 and 11 shall be subject to the following:

- i. A first violation of this rule is subject to a \$50 fine;
- ii. A second violation is subject to a \$100 fine; and
- iii. A third violation and any subsequent violations shall each be subject to a \$300 fine

## **SECTION J. CONTRACTORS**

### **1. WORK HOURS**

- a. Contractor construction and landscaping activities will only be allowed between 7:00 a.m. and 6:00 p.m. – Monday through Friday. All contractors MUST be off the premises no later than 6:00 p.m.
- b. An Owner may schedule on Saturdays and Sundays, between the hours of 9:00 a.m. and 4 p.m., a contractor to perform interior services that do not involve any outside activities or generate noise that can be heard outside of the premises as described above in Section D.4. Passes and Decals. Exterior work by contractors is not permitted on weekends and holidays. All contractors MUST be off the premises no later than 5 p.m.
- c. No work is permitted on holidays. A list of recognized holidays is available at the Administration office.
- d. Emergency exceptions for weekend work may be granted only if approved in advance by the General Manager or Operations Director. Exceptions for extreme emergency situations requested after business hours and/or on a weekend may be granted by the on-duty gate officer or shift supervisor.

### **2. OWNER RESPONSIBILITY**

Owners are responsible for the violations of these Rules by their contractors or vendors committed on the property of the Owner.

### **3. SITE CLEANLINESS**

- a. All work materials must be kept within the site and maintained in a safe, neat and orderly manner.

- b. Open trash piles are prohibited. Debris MUST be contained in dumpsters located on the Owner's property or hauled off the site daily. Adjacent roadways shall be kept clear of dirt, mud or debris.
- c. At the end of each day, the Owner/contractor shall assure that any loose litter/trash on the site or adjacent property is placed in the containers and shall cover the containers.
- d. A separate trash receptacle must be placed on the construction site for any food containers/debris and must be covered at all times.

#### **4. CONTRACTOR PARKING**

- a. All motor vehicles, including those belonging to the contractor, subcontractors, suppliers, and workers, must be parked off-street, on the project property or in front of the property being serviced while performing work.
- b. Where conditions do not allow for such parking, the contractor, jointly with Association Security and neighboring property owners, must arrange in advance for an alternative.

#### **5. DAMAGES BY CONTRACTORS**

Contractors are responsible for any damage done to roadways, walkways, leisure paths, golf cart paths, or adjacent properties resulting from their project. All damages must be repaired to the Association's or property owner's satisfaction.

#### **6. SPEED LIMIT COMPLIANCE BY CONTRACTORS**

Contractors' motorized vehicles shall observe all posted speed limits on Association roads. Those exceeding the speed limit are subject to Association citations.

#### **7. ROAD SAFETY**

All contractors and drivers must adhere to all County and State laws and regulations while operating a motor vehicle on all Association owned roadways.

### **SECTION K. SECURITY**

#### **1. GATE HOUSE SPEED**

For the safety of the Officer, motorists must slow to 10 mph and dim headlights when approaching the Gate House, and then stop if motioned to do so by the Security Officer.

#### **2. HOMEOWNER ABSENCES**

Residents may request Security to conduct periodic inspections of the exterior of their home while the Owner is away. House Check Forms for this service are available at the Administration Office or Gate House or on the website. Please advise the Gate House upon your return to be removed from further house checks. House checks are completed once every week.

## **SECTION L. COMMON AREAS**

### **1. ALLIGATORS**

Alligators are most commonly found in or near ponds and wetland areas. Owners and guests should always be aware of their surroundings and use caution when near bodies of water. Feeding or harassing alligators is forbidden by State law.

#### **VIOLATIONS of SECTION L PARAGRAPH 1**

Any Owner violating any of the Rules of this Section L paragraph 1 shall be subject to the following:

A violation of this rule will result in a \$100 fine and appropriate law enforcement agencies will be notified.

### **2. MEMORIALS**

No marked or named memorials for deceased residents are permitted in Association Common Areas unless approved by the Board. However, gifts or donations to the Association, including those for a specific use, are welcome and will be acknowledged in the Trident, although no sign or plaque may be affixed to the donated item unless approved by the Board of Directors.

### **3. COMMON AREA RESTRICTIONS**

No grading, pruning, planting, destruction of vegetation, or any other activity that disturbs or modifies the natural state of Association owned property is permitted unless approved by the PAB.

#### **VIOLATIONS of SECTION L PARAGRAPH 3**

Any Owner violating the Rule of this Section L paragraph 3 shall be subject to the following:

- i. A First violation of this rule will subject to a fine of \$100; and the Owner will also be responsible for all costs of restorative action.
- ii. A second violation shall be fined \$200; and the Owner will also be responsible for all costs of restorative action.
- iii. Third violations shall be fined \$500 and the Owner will also be responsible for all costs of restoration.

## **SECTION M. OTHER RULES**

### **1. HISTORIC/ARCHAEOLOGICAL SITES**

- a. No digging, disturbing, looting or use of metal detectors at our historic sites of Fort Walker, Fort Sherman, and the Steam Gun is permitted.
- b. Violators will be subject to a Town ordinance 17-2-112 which provides for a \$200 fine or up to 30 days jail time.



## **2. HOME BUSINESS**

Residential properties within the PRP may be utilized by their occupants for commercial activity provided such activity is

- a) conducted via computers, internet, e-mail, faxes, or other electronic means, or who paint, write, or use other artistic mediums, all of which are consistent with single-family use,
- b) accomplished without visible manufacturing, warehousing, or storage of goods for sale,
- c) without customer, client, or employee traffic to and from the property,
- d) without an exterior sign, logo, symbol, or nameplate identifying the activity, and
- e) without any apparent or detectable sight, sound, or smell.

### **VIOLATIONS of SECTION M PARAGRAPH 4**

Any Owner violating the rules of this Section M paragraph 4 shall be subject to the following:

- i. A warning will be applied to the first violation of this rule.
- ii. A second violation is subject to a \$50 fine,
- iii. A third violation and any successive violations are subject to a \$150 fine.

## **3. COMMON PROPERTY COMMERCIAL USE**

Commercial activity at an event on common property may not occur unless such activity is expressly approved by the Board.