

HIGH TIDE

ASSOCIATES

Real Estate Services • Brokerage • Regime & Association Property Management

The Hedges

WELCOME PACKET

RE: Property Management Welcome Letter

Dear The Hedges Owner,

We are proud to announce that High Tide Associates is managing The Hedges.

If you have any questions, please contact:

Drew Davis: Property Manager
843-686-2241, Ext. 111
Drew@hightideassociates.com

Naryi Escudero: Accounting
843-681-6156
Naryi@hightideassociates.com

Laloni Wikel: Assistant Manager
843-681-6154
Laloni@hightideassociates.com

Victoria Kellerman, Reception
843-686-2241
reception@hightideassociates.com

Included in your Welcome Packet please find the following information:

1. Letter from High Tide Associates
2. Contact Information form.
3. ACH application, should you wish to go on auto-debit for your current balance due and future regime assessments.

Please contact us at your earliest convenience if there is anything we can help with. We are in Fountain Center: 55 New Orleans Road, Suite 211.

Sincerely,
High Tide Associates
843-686-2241

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Welcome to The Hedges. Please take a moment to relax and review the helpful and essential information provided. Be certain to visit our Website at <https://hightideassociates.com> for all Governing Documents (i.e., Master Deed, Bylaws, Rules and Regulations, etc.) and carefully review all documents in full. If you have any questions, please do not hesitate to contact the Regime Management Company.

Regime Management Company:

High Tide Associates
Drew Davis
Community Property Manager
Drew@hightideassociates.com
843-686-2241, Ext. 111

HIGH TIDE ASSOCIATES

P.O Box 7665
Hilton Head Island, SC 29938
55 New Orleans Rd. Suite 211
Hilton Head Island, SC 29928
Office: 843-686-2241
Fax: 843-686-2204
www.htausa.com

FOR AFTER-HOURS EMERGENCIES CONCERNING YOUR UNIT, PLEASE CALL 683-0968

Revised 2022

HIGH TIDE ASSOCIATES

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The Hedges

Contact Information Sheet

Please take a few moments and fill out the information requested below. This information is for regime business and should we need to reach you in the event of an emergency. Please return by mail, fax or email.

The Hedges Unit #: _____

Owner Name: _____

Mail address: _____

City: _____ State _____ Zip _____

Home Phone: _____ Work Phone: _____

Cell Phone: _____ Fax: _____

E-mail: _____

Emergency contact name: _____

Emergency contact number: _____

Rental Company & Contact Name _____

Phone number: _____ Email: _____

Renter Name: _____ Renter Phone Number: _____

PLEASE RETURN TO:

Drew Davis

Property Manager / The Hedges

Drew@hightideassociates.com

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The Hedges

**AUTHORIZATION AGREEMENT FOR DIRECT PAYMENTS (ACH DEBITS)
ALL DIRECT DRAFT TRANSFERS WILL BE DRAWN ON OR AROUND THE 10TH OF THE MONTH
OF WHICH IT IS DUE.**

I (we) hereby authorize High Tide Associates (HTA), hereinafter called COMPANY, to initiate debit entries to my (our) checking or savings account indicated below at the depository financial institution named below, hereafter called DEPOSITORY, and to debit the same to such account. I (we) acknowledge that the origination of ACH transactions to my (our) account must comply with the provisions of U.S. law.

Your Banking Information:

Depository Name: _____ Branch: _____ (Bank Name)
(Location) City: _____ State: _____ Routing Number: _____
Account Number: _____ Checking Account _____ Savings Account _____

This authorization is to remain in full force and effect until COMPANY has received written notification from me (or either of us) of its termination in such time and in such manner as to afford COMPANY and DEPOSITORY a reasonable opportunity to act on it.

If you wish to stop direct draft you must notify High Tide Associates in writing, including the date you would like the services to be discontinued. Your Personal Information: (Please Print) Account Number (Example: ABC1234): _____

Name(s): _____ Phone Number: _____ day
_____ evening

Signature: _____ Date: _____

Signature: _____ Date: _____

**PLEASE ATTACH A VOIDED CHECK TO THE BOTTOM OF THIS
AUTHORIZATION FORM**

The Hedges

104 Cordillo Parkway
Hilton Head, SC 29928

Drew Davis (Property Manager) – (843) 686-2241, Ext. 111

Registration Form

Villa Number: _____

Date: _____

Owner: _____

Owner Emergency Contact:

Name: _____

Phone Number: _____

Property Manager: (If applicable) _____

Property Manager Phone _____

Property Manager email _____

Tenant Emergency Contact:

Name: _____

Phone Number: _____

Lease Agreement on file: (Y) ___ (N) ___ Terms: _____

Tenant signed copy of Rules and Regulations: (Y) ___ (N) ___

Keys submitted to High Tide for all locking doors outside and inside villa: (Y) ___ (N) ___

Name of all persons living in the villa: (Max of 4 allowed in a 2 bedroom villa):

Name: _____

Name: _____

Name: _____

Name: _____

Completed by: _____, Title: _____

***** **ONLY ONE REGISTRATION FORM PER VILLA** *****

Fine Schedule

Rule Number	Rule	1st Offense	2nd Offense	Subsequent Offense/Each Week
2	Non-Residential Use	Warning	\$525.00 + \$25/Day	
3A	Maximum Occupancy	Warning	\$125.00	\$125.00
3B	Failure to Provide Lease/Registration Form	Warning	\$125.00	\$125.00
4A	Animal - Proof of Ins and Medical	Warning	\$125.00	\$25.00/Day
4C	Animal - Short Term housing animal	\$125.00	\$325.00	\$525.00
4F	Animal - Waste not disposed of properly	\$125.00	\$325.00	\$525.00
5B1	Pool - No proof of residency	Warning	Removal	
5B3	Pool - More than 4 Guests	Warning	Removal	
5B5	Pool - Under age	Removal	Removal	
5B6	Pool - Alcohol/Drugs/Glass	\$125.00	\$125.00	\$125.00
5B12	Pool - Hazardous/Loud Play	Warning	\$125.00	\$125.00
6	Balcony	Warning	\$125.00	\$125.00
7	Cable TV/Satellite	\$125.00 + Removal Cost	\$525.00 + Removal Cost	\$525.00 + Removal Cost
8	Barbecue	Warning	\$125.00	\$125.00
9	Trash	Warning	\$125.00 + Removal Cost	\$125.00 + Removal Cost
10	Noise/Nuisance	Warning	\$125.00	\$125.00
10	Alchol/Drugs/Violance/Assult	\$125.00	\$325.00	Eviction
11	Public Passage	Warning	\$125.00	\$125.00
13A	Vehicle - Parking	Warning	Tow + Costs	Tow + Costs
13B	Vehicle - Speeding	Warning	\$125.00	\$125.00
13C	Vehicle - Maintenance	Warning	\$125.00	\$125.00
14	Windows	Warning	\$125.00	\$125.00
15	Washer/Dryer	Warning	\$125.00 + Removal Cost	\$525.00 + Removal Cost
16	Access Keys/Codes	Warning	\$125.00	\$125.00
16	Refusal of Entry	\$125.00	\$125.00	\$125.00
18	Unauthorized Repairs Under/Outside of Building	\$125.00	\$325.00	\$525.00

10
25 PB
Minor
33 BB

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REC'D BY: O4r11:57 PM
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STATE OF SOUTH CAROLINA

RESOLUTION AND CERTIFICATE OF
AUTHENTICITY OF RULES AND REGULATIONS
FOR SEA CABIN RACQUET CLUB I HORIZONTAL
PROPERTY REGIME (a/k/a THE HEDGES)

COUNTY OF BEAUFORT

WHEREAS, SEA CABIN RACQUET I HORIZONTAL PROPERTY REGIME COUNCIL OF CO-OWNERS (the "Association") is a South Carolina non-profit corporation, organized and existing for the purpose of administering the property known as Sea Cabin Racquet Club I Horizontal Property Regime, a/k/a The Hedges (the "Regime"), as more particularly identified in that certain Master Deed and Bylaws recorded on in the Office of the Register of Deeds for Beaufort County (the "ROD") in Book 289, Page 1117 (the "Master Deed" and "Bylaws"), all as may be amended;

WHEREAS, the South Carolina Homeowners Association Act, S.C. Code Ann. §27-30-110 et seq. ("SCHAA") mandates that rules, regulations, and amendments to rules and regulations must be recorded with the ROD;

It is therefore resolved and certified:

1. That pursuant to the authority granted to it in the Master Deed and the Bylaws the Board of Directors of the Association (the "Board") duly adopted certain Rules and Regulations and ("Rules") governing various administrative matters within the Regime on November 4, 2022, a true and correct copy of which is attached hereto as Exhibit "A".
2. That these Rules supersede all prior rules, regulations, and policies, save and except those contained in the Master Deed or Bylaws, and are in full force and effect and shall remain so until such time as the Board may, in its discretion, file with the ROD an amendment, restatement or revocation thereof.
3. That the undersigned Is the duly appointed President of the Association- and as such, has the requisite knowledge and authority to execute this instrument on behalf of the Board and to record these Regulations in accordance with the SCHAA.

So certified this 7th day of November, 2022.

[SIGNATURE PAGE FOLLOWS]

Elaine Montgomery
Witness
SP Collins
Witness/Notary

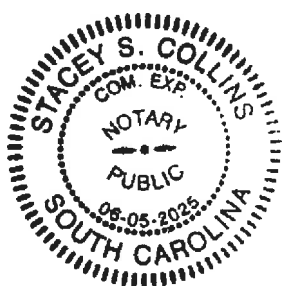
SEA CABIN RACQUET I HORIZONTAL
PROPERTY REGIME COUNCIL OF CO-
OWNERS
By: [Signature]
JAMES ACKERMAN, PRESIDENT

STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT

ACKNOWLEDGMENT

I, Stacey S. Collins, do hereby certify that James Ackerman, in his capacity as President of the Sea cabin Racquet I Horizontal Property Regime Council of Co-Owners, appeared before me this 7th day of November, 2022, and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 7th day of November, 2022.



[Signature]
Notary Public South Carolina
My Commission Expires: @ - S"--2S

EXHIBIT "A"

RULES AND REGULATIONS

RULES AND REGULATIONS FOR THE HEDGES

EFFECTIVE DATE NOVEMBER 4, 2022

The Hedges is a privately owned condominium community, and property access and use of on-site common areas and amenities (swimming pool, laundry room, parking lot) is restricted to individual residents and their accompanied guests. The Association has placed in effect the following rules and regulations that are meant to govern all owners, residents, guests, and visitors while on the premises. The purpose is to ensure all a pleasant and peaceful environment.

1. **DEFINITIONS:** All terms and phrases used herein shall, unless the context otherwise requires, have the same definition and meaning as set forth in the Master Deed as amended, in the South Carolina Horizontal Property Act, ntle 27, Chapter 31, Code of Laws of South Carolina, 1976, (hereinafter call the "HPA"), or in the South Carolina Non-Profit Corporations Act, Title 33, Chapter 31, 1994 (hereinafter called the "Non-Profit Corp. Act"). The term "Management" as used herein, shall mean the Board of Directors of the Association, and any property management company it may contract with for the provision of property management services. The property management company currently in place as of the effective date of these Rules Is High Tide Associates.

2. **PRIVATE PROPERTY:** The Hedges is a prfvately owned condominium community and property access and use of on-site amenities is restricted to individual residents and their guests. All Condominium Units are for residential purposes only and any other use, except with express approval of the Board as outlined in the Master Deed and Bylaws, will be subject to fining.

3. **LEASING AND OCCUPANCY.**

A. Maximum Occupancy. The maximum number of individuals occupying a Condominium shall be as follows:

- **Long-Term Lease** (in excess of 30 days): Total of Four occupants. (This includes children)
- **Short-Term Vacation Rental Agreements:** Total of six occupants. (This includes children)

B. Leasing Requirements. Prior to any tenant taking possession of a Condominium Unit under a Long-Term Lease, the Co-Owner thereof shall provide the Association with:

1. a copy of the lease agreement ("Lease"); and
2. a completed Registration Form, signed by the Co-Owner, which Form shall include:
 - i. the names, email addresses and phone numbers of all persons occupying the Condominium Unit over the age of 18;
 - ii. a statement that the Co-Owner acknowledges they are ultimately responsible for paying fines for violations of the Master Deed, Bylaws, or Rules by tenants and/or the tenants' guests; and
 - iii. a statement that the Co-Owner has provided the tenants with a copy of the Rules & Regulations and that they have agreed to abide by same.

4. **Animals:**

A. Application. Prior to bringing any animal onto the Property, the owner of such animal and, in the case of any tenant, the Co-Owner of the Condominium Unit (hereinafter "Applicant") must

request permission to house that animal in the Condominium Unit by submitting a written application (available for download on the Association's website) together with the following:

1. Proof of Animal liability Coverage - naming the Association as an additional named insured with a liability limit for pet claims of \$300,000.00 per occurrence; and
 2. Proof that all vaccinations required by state or local laws are current.
- B. limitation on Number. In no event shall more than one (1) animal be permitted within a Condominium Unit, provided, however, that more than one (1) bona fide service animal, currently defined by the Department of Justice as a dog that is individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability, may be permitted when necessary to meet the assistance needs of the Applicant.
- C. Short Term Vacation Rentals. Persons occupying a Condominium Unit pursuant to a Short-Term Vacation Rental agreement shall not be permitted to house animals of any kind, except bona fide service animals, and a single emotional support animal approved in advance by the Board following a written request for reasonable accommodation. No permitted animal may be left unattended and must not interfere with the quiet enjoyment of other Regime residents or their guests.
- D. Pest Control. The Applicant shall be responsible for the control of associated fleas not only in his/her Condominium Unit but also in any common area of the Regime. If the Board, in its sole discretion, determines that additional pest control services are needed due to presence of a permitted animal, it may authorize such services and charge the Applicant for the cost thereof.
- E. State and Local Laws. The Co-Owner of a permitted animal shall abide by all state and local laws and ordinances regarding said animal and shall not permit the animal to run loose in the Regime. Any permitted animal must be on a leash at all times.
- F. Designated Areas/Pet Waste. The Board may designate certain areas of the Property for the walking of permitted animals and if it does so, any such animals shall be restricted to those areas so specified. The Applicant shall be responsible for cleaning up its waste while on the Property. It is understood by all parties that the Common Elements are the property of all Co-Owners and that they should be properly respected by all parties.
- G. ANY VIOLATIONS OF THIS SECTION 4 Will BE SUBJECT TO AN IMMEDIATE FINE.

5. AMENITIES:

- A. Tennis Courts: Reservations for playing time may be made through the Island Rec Center or first come first serve basis if the courts are available. Tennis courts are Town property and subject to Town rules as posted. Proper shoes and conduct are required.
- B. Swimming pool: **NO LIFEGUARD IS PROVIDED; YOU SWIM AT YOUR OWN RISK.**
1. Proof of The Hedges residency may be required to use the pool.
 2. Pool hours 9:00am - 9:00pm daily
 3. Guests are limited to 4 persons per Condominium Unit. Persons occupying a Condominium Unit pursuant to a Short-Term Vacation Rental Agreement are not allowed to bring guests into the Pool area.

4. A Co-Owner or a tenant occupying a Condominium Unit pursuant to a Long-Term Lease must be present with guests at all times.
5. No children under 18 years old are allowed in the pool area unless accompanied and supervised by an adult of 18 years of age or older. Supervising adult must be inside the pool fenced area.
6. Food, **beverages**, and any glass object are prohibited inside the pool areas. NOTE, THE BRINGING OF GLASS INTO THE POOL AREA WILL RESULT IN AN IMMEDIATE FINE.
7. Alcoholic beverages and drugs are prohibited inside the pool area- NOTE, VIOLATION OF THIS PROVISION WILL RESULT IN AN IMMEDIATE FINE.
8. Pool parties are prohibited.
9. Bathing suits will be the only authorized attire in the pool (no cut-offs)
10. Diaper wearing infants and toddlers must wear swim diapers or protective and sealed swimsuits.
11. Diving equipment and floats are strictly prohibited.
12. Running, ball playing, and noisy or hazardous activity, loud behavior is not permitted in the pool area. Pushing, dunking, and dangerous games are not permitted.
13. No sliding down, hanging from or jumping off pool railings and ladders.
14. Snorkeling equipment, other than a mask, may not be used in the pool area
15. Only devices equipped with earphones are permitted at the pool areas. No electronic device using a speaker is permitted.
16. Pool furniture is not to be moved from the pool area. No standing on, jumping from or using the pool furniture in a way other than intended.
17. All persons using the pool area must cooperate in keeping the area clean by properly disposing of cigarettes, trash, etc.

6. **BALCONIES:** Balconies shall at all times be kept free of debris and accumulation of storage and personal property. The following items may be maintained on the balconies: a reasonable amount of patio style furniture, a maximum of (2) bikes, a limit of 2 hanging plants and a reasonable number of floor pots. Floor pots must be placed on a platter so water does not go onto the balcony floor. At no time are plants or any other articles allowed to be displayed on railings or in walkways. No flags, banners, signs, towels, rugs, or other articles of any kind can be placed on railings.

7. **SATELLITE DISH, ANTENNAE & CABLE TV EQUIPMENT:** Written approval of the Association is required prior to installation of any satellite dish, antennae, or other cable equipment. Request by owners for the written approval must include the service provider, date of installation, and location. NOTE, IN ADDITION TO ANY OTHER DAMAGES THAT MAY BE RECOVERABLE BY THE ASSOCIATION, ANY VIOLATION OF THIS PROVISION WILL RESULT IN AN IMMEDIATE FINE.

- A. Installation can only be done between the hours of 9 AM and 5 pm, Monday- Friday.
- B. The Co-Owner shall sign an agreement to accept full responsibility for any damages caused by the installation of any services not provided by the Association.
- C. A qualified licensed & insured Contractor must perform installation.
- D. Dish installation must not be on the flat part of the roof of the building. All wiring must be through the approved chases. Any other wires are prohibited and will be removed. Installation on balconies is prohibited.
- E. Dishes shall not be larger than eighteen inches (18") diameter.

- F. No more than one dish per Condominium Unit and all dishes shall be marked with the Condominium Unit number.
 - G. Exterior alterations including but not limited to drilling holes through outside walls, door jams, windowsills, etc. are prohibited.
 - H. Owners are responsible for the removal of all installation, including the restoration of the building and the roof.
 - I. Owners are responsible for ensuring that their rental agents, renters, and occupants are apprised of these guidelines.
8. **BARBECUES:** Barbecue grills, hibachis or other outside cooking equipment are strictly prohibited Inside the Condominium Unit, on balconies, hallways, entrances, stairs, paved services and within 15 feet of the building. Notwithstanding the foregoing, electric grills are allowed.
9. **DISPOSAL OF TRASH/GARBAGE:** Trash and garbage must be enclosed in plastic tie bags and disposed in the dumpsters in the parking areas. The dumpsters on the property are only for the use of residents. At no time shall the trash be left in the hallways, stairwells, parking area, etc. Furniture, mattresses, and appliances may not be left in or around the dumpsters at any time. These items must be taken to the public dump at the Co-Owner's expense. NOTE, VIOLATION OF THIS PROVISION WILL RESULT IN AN IMMEDIATE FINE AND THE CO-OWNERS SHALL BE ASSESSED FOR THE COST OF THE REMOVAL OF THE MATERIAL.
10. **NOISE/NUISANCE/ALCHOL/DRUGS:** Occupancy of the premises as well as the use of community walkways, parking areas and other Common Elements shall be sufficiently quiet and peaceful so as not to disturb others. Without limiting the foregoing, the following are expressly prohibited:
- A. Noise/Nuisance. No musical instruments shall be played and no stereo, radio or television sets shall be operated at any time in such a manner as it to disturb or annoy other residents.
 - B. Alcohol/Drugs/Niolencc. Consumption of alcoholic beverages outside occupant's living quarters, the use of drugs anywhere on the premises, and any form of violence against property or persons, is strictly prohibited. NOTE, ANY ILLEGAL ACTIVIES MAY BE REPORTED TO LAW ENFORCEMENT AND ANY VIOLATION OF THIS PROVISION SHALL RESULT IN AN IMMEDIATE FINE.
11. **PUBLIC PASSAGES:** Entrances to buildings, hallways and stairways must not be obstructed. Items including but not limited to, beach chairs, bottles, newspapers, packages, boxes, or other personal property will not be left in the halls, parking areas or passages of the buildings.
12. **SECURIYY:** Residents are urged to ensure that upon leaving their Condominium Unit or their automobile, all doors and windows should be locked (Including deadbolts, window jambs, etc.).
13. **VEHICLES:**
- A. Permits: Parking is allowed by permit only and is limited to two (2) operable vehicles per Condominium Unit. Permits are obtained from the Regime Manager. Unauthorized parking on the property may result in prompt removal of the vehicle at the Co-Owner's expense. A copy of rules and regulations must be signed by all applicants before receipt of permit. Persons occupying a Condominium Unit pursuant to a Long-Term lease or Short-Term Vacation Rental Agreement must present a copy of their lease or vacation rental agreement from Co-Owner or Co-Owner's representative to obtain a parking permit.

- B. Speed Limit: Roadways have a speed limit of 5 miles per hour. Guests who speed through the community may be denied further access to the community.
- C. Maintenance: No vehicle repairs are allowed in the parking lot or garage areas. No car washing on the property. Automobiles and other vehicles which are inoperable and/or not currently licensed and left in a parking space for a period of three (3) days will be towed at the Co-Owner's expense.
- D. Guest Parking. The Association may designate spaces for guest parking. Such spaces, if designated, shall be on a first come first serve basis.
- E. Prohibited Vehicles. Parking of boats, campers, commercial vehicles, trailers, or recreational vehicles of any kind are strictly prohibited.
- F. Improperly Parked Vehicles. Vehicles parked in fire lanes, handicap spaces (unless a valid handicap license plate or mirror hanger is displayed), and other "No Parking" zones will be towed. Unloading zones are not to be used for extended parking.
- G. Bicycle/Moped/Scooter: Up to three (3) bicycles, mopeds, or motor scooters may be kept per Condominium Unit in such areas as the Association may designate for such purpose, provided that they display an approved dP.cal on the handlebars. Bicycles, mopeds, or motor scooters without an approved decal will be tagged with a warning and, if a decal is not obtained within three (3) business days, removed from the Regime Property. Bicycles may only be stored in bicycle racks, or inside a Condominium Unit and may not be left or chained in any other location. Only two (2) bikes maybe stored on a Condominium Unit balcony or deck. Mopeds and motor scooters may be parked in open spaces under the J, N, or O buildings, but may not occupy regular parking spaces.

14. **WINDOWS**: All windows and sliding glass doors must be clear, colorless glass and the glass must be intact, transparent, and free of anything in or on the window or door that would restrict viewing through the window such as clouding. All windows and sliding glass doors must be in good repair. All windows must have white mini blinds in good repair. No other draperies, colored blinds, window guards, storm windows, signs, advertising posters, flags, fans, portable a/c units, or other similar material are permitted within any window, door, or on any frame. The frames of all windows, sliding glass doors, and screens must match the building colors.

15. **WASHERS & DRYERS**: Washer or dryer facilities are for the personal use of Co-owners and their tenants while residing in a Condominium Unit and are not to be used for any other purpose. A washer and dryer may be installed within a Condominium Unit for the private use of the occupants thereof upon written request of the Co-Owner and approval by Management and must meet both local and state codes and requirements. Any washer or dryer not meeting code will be subject to fine. Venting the dryer through the building is not allowed and will be subject to a fine plus the Co-Owner will be responsible for the removal of all installation, including the restoration of the building.

16. **MANAGEMENT ACCESS KEYS/CODES**. Two (2) working keys and/or a code to each Condominium Unit must be provided to the Association for emergency maintenance and pest control servicing entry. Management has the right to enter the Condominium Unit at any time for purposes of conducting emergency repairs or to preserve the integrity of the Property. NOTE, ANY CO-OWNER WHO FAILS TO SUPPLY MANAGEMENT WITH WORKING KEYS, WHO INSTALLS ADDITIONAL INTERIOR/EXTERIOR LOCKS, DEADBOLTS, OR OTHERWISE INTERFERES WITH MANAGEMENT'S ACCESS TO THE CONDOMINIUM UNIT WILL BE SUBJECT TO AN IMMEDIATE FINE.

17. USE OF MAILBOXES. Mailboxes are available to all residents. Any lost keys are the responsibility of the Co-Owner or resident and must be obtained by contacting the Hilton Head South Island Post Office directly. Any questions or concerns should be directed to the Hilton Head South Island Post Office and not Management.

18. REPAIRS: Anyone who accesses a Condominium Unit from within the crawlspace for any type of Condominium Unit repair is required to get permission from the Association. NOTE, ANY UNAUTHORIZED WORK WILL RESULT IN AN IMMEDIATE FINE IN ADDITION TO ANY OTHER DAMAGES THAT MAY BE SUSTAINED AS A RESULT OF SUCH UNAUTHORIZED WORK.

19. PERMISSIONS. Whenever approval or other action by the Association is contemplated by these Rules and Regulations, it shall be at the discretion of the Board of Directors, who may delegate such authority to a property manager.

20. FINES. In addition to any other rights the Association may have, the Association may fine a Co-Owner for any violation of the Master Deed, Bylaws, or these Rules One Hundred (\$125.00) Dollars per occurrence, or if the violation is ongoing, fifty (\$50.00) dollars per day up to \$1,500.00 until the violation is remedied.

21. FINING PROCEDURE. Except where an automatic fine is otherwise called for in these Rules and Regulations, the Association shall not impose a fine, suspend voting rights, or infringe upon or suspend any other rights for violations of the Master Deed, the By-laws, or any Rules of the Association, unless and until the following procedure is followed:

- A. Written notice to cease and desist from an alleged violation shall be sent to the Co-Owner, specifying the alleged violation and:
 1. If the violation is one that requires remediation, stipulating a time period of not less than five (5) days during which the violation may be abated without further sanction; or
 2. If the violation is not on-going or capable of remediation, a statement that any recurrence of such violation may result in the imposition of a fine.
- B. Unless the person responsible contests the violation and requests a hearing by sending a written notice to the Board, within five (5) days of the date of the written notice specified above, the violation shall be deemed admitted and any fines may be applied and, at the Board's discretion, the Association may seek such other remedy as may be permitted by these Rules, the Master Deed and Bylaws.
- C. If a timely written request for hearing is received, the hearing shall be held in executive session of the Board of Directors following reasonable notice to the Co-Owner. The notice requirement shall be deemed satisfied if proof of the notice is placed in the minutes, or the Co-Owner appears at the meeting. The Board of Directors shall provide a written statement of the results of the hearing and the sanction imposed, if any. No recording of the proceedings of the meeting shall be permitted unless otherwise approved by the Board of Directors.
- D. Notwithstanding the foregoing, no written demand or hearing shall be required for the charging of interest, late fees, or any other costs associated with the collection of Assessments.

22. **REMEDIES IN THE EVENT OF VIOLATION.** In the event of a violation of the Master Deed, Bylaws or these Rules by a Co-Owner, the Co-Owner's tenants and/or guests, the Association shall have the right, but not the obligation, to proceed at law or in equity to compel a compliance with the terms hereof or to prevent the violation or breach in any event, and the Association shall have the right to recover all costs and expenses of suit in such action, including reasonable attorneys' fees. In addition to the foregoing, the Association, its successors, and assigns, shall have the right, but not the obligation, to abate such violation or condition as provided for in the Master Deed, Bylaws or these Rules. All rights, remedies and privileges granted to the Association, pursuant to any terms, provisions, covenants or conditions of the Master Deed, By-Laws, or these Rules shall be deemed to be cumulative and the exercise of any one (1) or more shall not be deemed to constitute an election of remedies, nor shall it preclude the Association from exercising such other and additional rights, remedies, or privileges as may be granted at law or in equity.

23. **NO WAIVER OF RIGHTS.** The failure of the Association or of any member thereof to enforce any right, provision, covenant, or condition which may be granted by the Master Deed, the By-Laws, or any Rules adopted pursuant hereto, shall not constitute a waiver of the right of the Association or member to enforce such right, provision, covenant, or condition in the future.

24. **CHARGES CONSTITUTE A LIEN.** Any fines, remediation costs, other costs of enforcement and all reasonable attorneys' fees relating to the enforcement of these Rules, shall be assessed against the Co-Owner and shall be a continuing lien on the Condominium Unit and foreclosed in the same manner as the lien for assessments.