

AFTER RECORDING RETURN TO:
MINOR, HAIGHT & ARUNDELL, P.C.
P.O. Drawer 6067
Hilton Head Island, SC 29938



BEAUFORT COUNTY SC - ROD
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03/28/2023 12:27:15 PM
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RECORDING FEES \$25.00

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STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

RESOLUTION AND CERTIFICATE OF
AUTHENTICITY HARBOUR MASTER, HPR
RULES AND REGULATIONS

WHEREAS, Harbour Master Horizontal Property Regime ("Association") is a non-profit corporation in good standing, organized for the purpose of administering the property known as Harbour Master Villas, as more particularly identified in the Amended and Restated Master Deed of Harbour Master Horizontal Property Regime I and Amended and Restated Bylaws dated October 18, 2022, and recorded in the Office of the Register of Deeds for Beaufort County ("ROD") on October 20, 2022, in Deed Book 4191, page 2034 (the "Master Deed" and "By-laws") all as amended; and

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

It is therefore resolved and certified:

1. That in addition to the Master Deed and the By-laws, the Association has duly adopted Rules and Regulations ("Rules"), Policy for Due Process Violations ("Fining Policy"), and Maintenance, Repair, and Replacement Guidelines ("Guidelines") as part of the governing documents of the Association, true and correct copies of which are attached hereto.
2. That the Rules, Fining Policy and Guidelines were duly adopted by the Board of Directors pursuant to the authority granted to it in the Master Deed and By-laws;
3. That they are in full force and effect and shall remain so until such time as the Board of Directors shall, pursuant to the Master Deed, By-laws, and/or statutory requirements, file with the ROD an amendment, restatement or revocation thereof.
4. That the undersigned is the duly appointed President of Harbour Master Horizontal Property Regime, 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 24th day of March, 2023.

[Signature]
Witness

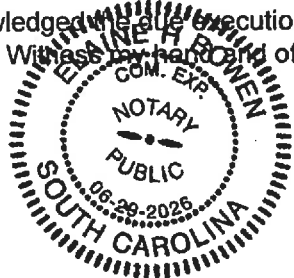
Elaine H. Bowen
Witness/Notary

Harbour Master Horizontal Property Regime

By [Signature]
President

I, Elaine H. Bowen do hereby certify that Raymond S. Zurney,
President of Harbour Master Horizontal Property Regime, appeared before me the date below written, and
acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 24th day of March, 2023.



Elaine H. Bowen
Notary Public of South Carolina
My Commission Expires: 6/29/26

HARBOURMASTER, HPR

RULES AND REGULATIONS

Revised January 2023

ALL OWNERS, RESIDENTS AND THEIR GUESTS MUST ABIDE BY THE FOLLOWING RULES & REGULATIONS:

A. General Rules and Regulations:

- 1. All OWNERS are required to provide the Harbourmaster, HPR Rules and Regulations to their renters electronically or in paper form.**
- 2. No posting of advertisements or posters of any kind in or on the Property, except as authorized by the Board. All solicitation is prohibited.**
- 3. Owners, residents/guests shall exercise due respect for the peaceful enjoyment of ALL by avoiding unnecessary noise or the use of radios, televisions, musical instruments, or amplifiers that may disturb other residents. Repeated complaints regarding disruptive noises will be deemed a nuisance.**
- 4. Occupancy limits for owners, residents and guests must be abided by. In Article IX, Section 6 of the Master Deed for Harbourmaster, HPR, states that the occupancy rate is limited to NO MORE than two (2) adults per bedroom and NO MORE than four (4) children per bedroom. Regardless of age, there needs to be NO MORE than eight (8) people per a three (3) bedroom villa and NO MORE than six (6) to occupy a two (2) bedroom villa. An OWNER who occupies a villa that has a den/library and/or a single dressing room on the second floor, may have up to four (4) adults and three (3) children for a total of 7 (seven) occupants on an interim guest basis not to exceed two consecutive weeks.**
- 5. Owners, residents/guests shall not operate, park or store on the Property any recreational vehicles, motor homes, motorcycles, mopeds, trucks, trailers, commercial vans, abandoned vehicles, or boats. In the event of a violation, Shipyard Security will be notified.**
- 6. With respect to all (owners, residents and guests), please limit parking to one (1) vehicle per villa for the space closest to the villa. All other vehicles can be parked in non-villa adjacent spaces. All vehicles must be operational, have a valid license plate, current registration and Shipyard Property Owner decal. There are no reserved parking spots.**
- 7. The use of firearms, explosive devices, fireworks, BB guns, pellet guns, etc. are not permitted.**
- 8. Towels, beach mats, inflatable devices, bedding, clothing, etc. may not be placed on gates, decks, railings, fences, outdoor furniture, or any other exterior location.**

9. The United States' flag, and any permitted iterations thereof recognized under the Freedom to Display the American Flag Act of 2005 ("Act"), may be displayed on the Property but must be mounted on the front wall of the Villa. No other advertising, signs, banners, flags, etc. are allowed.
10. Trash will be collected two times per week, Tuesday and Friday. All trash must be bagged and placed in the container assigned to their unit with a tight-fitting cover. Villa owners, residents/guests are required to keep the immediate areas around their Villas, including decks, service yards, etc. neat and orderly as deemed appropriate by the Harbourmaster Board of Directors (BOD).
11. ARB requests are to be completed by the Villa owner for any exterior changes, additions, or attachments of any kind that are to be attached on the exterior areas of the Villas or common areas. This includes, but is not limited to: electrical fixtures, cameras, cable, AC units, satellite dishes, TV antennas, etc. ALL requests MUST be approved by the Board prior to ANY work being performed.

Approved hours of work within Harbourmaster:

Monday-Friday: 8 am - 7 pm

Saturday: 8 am - 5 pm (Shipyard approval needed/quiet work)

Sunday: NO WORK

For interior changes etc., refer to the policy of Harbourmaster Maintenance, Repair, and Replacement Guidelines and Master Deed.

12. All windows in the community must have window treatments containing backing of white or cream in color. Permitted window treatments shall consist of draperies, blinds, curtains, decorative panels, plantation shutters, etc.
13. No Villa owner, resident/guest may make improvements/modifications to the common area landscaping, unless prior, written approval of Harbourmaster BOD has been given. Any permitted plantings and/or landscaping modifications of the common areas by the Villa owner, resident/guest, regardless of when installed, are the Property of Harbourmaster. The BOD has the right to require a Villa owner to remove plantings and/or modifications installed by the Villa owner or any resident/guest residing in a Villa, at any time, and require the Villa owner to restore the landscaping to its original condition.
14. No maintenance or repair of vehicles is allowed on Harbourmaster Property, e.g., oil changes, washing of vehicles, etc.

- 15. All bicycles are to be stored behind the front solid wall of the Villa or in designated bike rack areas located throughout the Property.**
16. Decorations and/or lighting for Federal holidays are permitted but must be removed within three (3) days after the holiday, or within fifteen (15) days for holidays in December. Decorations must follow Shipyard guidelines.
17. All Villa owners, residents/guests MUST observe all State and Federal Laws prohibiting or regulating disturbing, enticing, or feeding of alligators. See e.g., S.C. Code Ann. § 50-11-750 (2012)

B. Pool Rules And Regulations (DHEC Reg. 61.51)

The hours are 9 a.m. to sunset, per DHEC, with a maximum of 40 swimmers.
All DHEC rules are posted at the pool and must be adhered to.

Life-saving equipment is available: Life ring, Hayward hook & Emergency phone.

C. Policy of Respecting Animals on Property

Due to the size of the community and the proximity of Villas, each to the other, Harbourmaster Owners and Tenants leasing a Villa for three(3) or more consecutive months, are permitted to have up to three (3) dogs per Villa, including Service or Support dogs. Villas may not, however, be advertised or occupied for short-term vacation rental on a pet friendly basis. For purpose of this section, short-term vacation rental shall mean any rental of the Villa for a period of less than three (3) consecutive months in duration. Owners or Tenants who have more than three (3) dogs as of the effective date of these Rules, must submit a written request for a waiver to the Board or to the Association's Property Manager, no later than thirty (30) days from the date of the recording of these Rules. Such notification shall include sufficient information regarding the animals to allow for a positive identification. Owners or Tenants whose dogs are granted a waiver may not replace a grandfathered animal following its loss or removal, if such replacement would result in more than three (3) dogs in the Villa.

Owners who have existing bookings for short-term vacation rentals which were reserved on a pet friendly basis ("Prior Pet Friendly Booking"), must advise the Board, or the Association's Property Manager, in writing of the date the booking was made and the name of the person booking such reservation. An Owner who provides such written notice of a Prior Pet Friendly Booking, shall not be in violation of this Rule as to those guests. In no event shall any new bookings be made on a pet friendly basis after the recording of these Rules.

No Villa Owner, Resident or Guest may keep any dog in the Villa or on or within the Regime Property, if such individual knows, or has reason to suspect, that the dog is vicious or potentially dangerous. **Vicious**, for purposes of this section, is defined as, in the absence of provocation, having bitten or caused injury to a person or other animal, whether or not such aggressive behavior has occurred on the Property.

Potentially dangerous is defined as, in the absence of provocation, engaging in behavior on two (2) separate occasions within a contiguous twelve (12) month period, that a) requires a defensive action by any person to prevent bodily injury to themselves or any animal in their control; or b) results in the animal running off leash or breaking free of the control of a responsible adult.

The Regime shall have the right to cause a dog found to be in violation of any provision to be removed from the Villa and Regime. The Owner of the Villa shall be responsible for the costs of such enforcement and removal, including reasonable legal fees, costs, or other charges incurred. .

Permitted animals need to be under control of Villa owner, resident/guest at all times and dogs are required to be on leashes when not inside the Villa, per the South Carolina Leash Law, unless a leash would interfere with an approved Service Animal's performance of its duties.

Villa owners, residents/guests are responsible for immediate removal of all animal waste. Animals are not permitted to use grassy landscaped areas for voiding purposes. Villa owners are also responsible for damages incurred as the result of the keeping of any animal, whether permitted or not, within their respective Villa. Barking that unreasonably interferes with the peaceful enjoyment or comfort of others living in Harbourmaster will be deemed a nuisance and if continued after notice of violation, may result in the removal of the animal in addition to any other fines or enforcement permitted.

D. Rules and Regulation of Non-Compliance

Villa owners are responsible for their residents and Guests. Violations of these Rules and Regulations will be addressed in accordance with the Master Deed and Bylaws. (See Bylaws, Article VI, Sect. 13 in particular for Due Process and fining authority). See Harbourmaster Policy for Due Process Violations and Section 13 (Due Process). (Attached)

All violations should be reported to the Regime's Property Manager.

HARBOURMASTER, HPR

MAINTENANCE, REPAIR, AND REPLACEMENT GUIDELINES

Revised January 2023

1. Responsibilities for maintenance, repair and replacement are defined by the recorded Master Deed and By-Laws, as may be amended from time to time, with subsequent interpretation and policy established by the Board of Directors ("BOD") as appropriate. This responsibility may be delegated to Harbourmaster's Property Manager.
2. In general, Harbourmaster is responsible for maintenance, repair and replacement of the General Common Elements including land, roads, sidewalks, utility networks (electrical, telephone, plumbing) up to the point of unit connection, foundations, outside perimeter walls, and roofs.
3. The Harbourmaster BOD reserves the right to maintain, trim or remove any/all planting or decorative amenities deemed inappropriate or contrary with the general appearance and landscaping standards of the Regime. Anything planted on the Regime's property becomes property of the Regime and is subject to removal at any time.
4. In general, the **OWNERS** are responsible for maintenance, repair and replacement of items **WITHIN** the inside of the perimeter walls and beyond interior utility network connection points including many of the Limited Common Elements or those items reserved only for each individual unit owners use such as fixtures.
5. In general, the **OWNERS** are responsible for maintenance, repair and replacement of all items that are damaged by themselves, residents or guests regardless of normal maintenance responsibility.
6. The priority, timing, method, financing, degree, type of maintenance repair and replacement for Harbourmaster is up to the reasonable discretion of the BOD. The costs are ultimately accessed to all **OWNERS** through the Regime payment fees.
7. Modifications or alterations by **OWNERS** to the Villa requires approval of the Board of Directors of Harbourmaster. An **ARB** form, available on the Regime's website or through its Property Manager or BOD, **MUST** be submitted as instructed on the **ARB** form, **PRIOR** to commencing of alterations/renovations/improvements and repairs. The **ARB** form is then forwarded to the Board of Directors for approval. If a **DUMPSTER** is required by the contractor, it must be approved and the location determined in advance by the Management company. If necessary, appropriate material has to be in place on the surface of the area where the dumpster will be located to protect Harbourmaster property. The days when a dumpster will be in place must be specified and shall be kept to a minimum. The dumpster shall be covered at the end of the contractor's day to eliminate illegal dumping. Portable toilets, (Porta Potty), are not allowed to be placed within the community. Restroom facilities are available at the swimming pool.

8. Building permits, if required, are the responsibility of the **OWNERS**. (ex. HHI town permits/Shipyard). These need to be posted at the construction site during the renovation, alterations, improvements and repair. For example, a building permit is required whenever you construct, enlarge, alter, repair, move or demolish a building or structure, or if you install or alter electrical, heating, air conditioning or plumbing equipment. Painting, papering, tiling, carpeting, countertops (if not of additional on-going work), does not require a town permit. **OWNERS** are to notify the Property Manager in writing, describing the scope of proposed work that is planned. (ARB Form) If the Owner believes a town permit is not required, the letter should indicate why. If a town permit is required, a copy of the permit should be submitted to the Property Manager when obtained. All information will be reviewed by the BOD within 30 days of all necessary materials being submitted. BOD review and delivery of the permit must be submitted **PRIOR** to any work commencing. The Town of Hilton Head has the authority to **STOP** any project due to a permit issue.

Renovations may also require a permit from Shipyard for any exterior work, such as replacing doors and/or windows. The Board has prepaid the Shipyard permit fee, but the **OWNER** is required to obtain any necessary Shipyard permits for work being done. Obtain these at the welcome center before commencing work.

Approval or consent by the Board of a proposed renovation or remodeling of any Villa does not constitute a representation or warranty that:

- A. The renovation is in compliance with all applicable law,
- B. The renovation satisfies any recognized standards of construction or
- C. The contractor selected by the Owner is a satisfactory contractor.

It is the responsibility of the **OWNER** to make certain the renovation is in compliance with all applicable law, meets appropriate construction standards, and the contractor has a reputation for performing similar work that is acceptable to such owner.

9. These statements and the ARB form serve as guidelines. If any items are in conflict with the recorded Master Deed and By-Laws, then the recorded documents will prevail.

10. Approved hours of work:

Monday-Friday:	8 am - 7 pm
Saturday:	8 am - 5 pm (Shipyard approval needed, must be quiet work)
Sunday:	NO WORK

HARBOURMASTER, HPR

POLICY FOR DUE PROCESS VIOLATIONS

Revised January 2023

All Villa owners are responsible for themselves, residents and guests for compliance of the Rules and Regulations etc.

The Harbourmaster Horizontal Property Regime will act accordingly under the By-laws, Article VI, Section 13, titled Due Process to levy compliance of the Master Deed, Covenants, and Rules and Regulations. Violations that are not ongoing in nature but capable of repetition, such as (animals, pool, noise, bike, parking, etc.) will be subject to the fine schedule below:.

- 1st offense: Warning letter/notification to the owner of villa
- 2nd offense: Letter Imposing Fine of \$50.00 to the owner of villa
- 3rd offense: Letter Imposing Fine of \$150.00 to the owner of villa
- 4th offense: Letter Imposing Fine of \$250.00 to the owner of villa

For any ongoing violation, fines may be charged on a daily basis until the violation is corrected. Please refer to the Bylaws, Article VI, Section 13, titled Due-Process for specific actions that will be followed.