

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

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)
)
) RESOLUTION AND CERTIFICATE OF
) AUTHENTICITY OF RULES AND REGULATIONS
) FOR SEA CABIN RACQUET CLUB II HORIZONTAL
) PROPERTY REGIME (a/k/a CORDILLO COURTS II)

WHEREAS, SEA CABIN RACQUET II 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 II Horizontal Property Regime, a/k/a Cordillo Courts II (the "Regime"), as more particularly identified in that certain Amended and Restated Master Deed recorded on _____ in the Office of the Register of Deeds for Beaufort County (the "ROD") in Book ____, Page _____ (the "Master Deed") and the Amended and Restated Bylaws, recorded on _____ in the Office of the Register of Deeds for Beaufort County in Book ____, Page _____ (the "Bylaws");

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 _____, 2020, true and correct copies of which are 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 ____ day of _____, 2020.

SEA CABIN RACQUET II HORIZONTAL
PROPERTY REGIME COUNCIL OF CO-
OWNERS

Witness

By: _____
JAMES ACKERMAN, PRESIDENT

Witness/Notary

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT) ACKNOWLEDGMENT

I, _____, do hereby certify that James Ackerman, in his capacity as President of the Sea Cabin Racquet II Horizontal Property Regime Council of Co-Owners, appeared before me this ____ day of _____, 2020, and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this ____ day of _____, 2020.

Notary Public of South Carolina
My Commission Expires: _____

EXHIBIT "A"

RULES AND REGULATIONS FOR CORDILLO COURTS II

EFFECTIVE DATE _____, 2020

Cordillo Courts II 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 insure 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, in the South Carolina Horizontal Property Act, Title 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").

2. **PRIVATE PROPERTY:** Cordillo Courts II is a privately owned condominium community and property access and use of on-site amenities (swimming pool, tennis courts) is restricted to individual residents and their guests. All condominiums are for residential purposes only and any other use will be subject to fining.

3. **LEASING AND OCCUPANCY.**

A. Maximum Occupancy. The maximum number of individuals occupying a villa 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 a tenant taking occupancy of a Condominium under a Long-Term Lease, the Owner thereof shall provide the Association with:

- i. a copy of the lease; and
- ii. a completed Registration Form, signed by the Owner and all persons over the age of 18 who are expected to occupy the Condominium pursuant to the Lease, which Form shall include:
 - the names, email addresses and phone numbers of all persons occupying the Condominium over the age of 18;
 - a statement that the Owner acknowledges they are ultimately responsible for paying fines if rules are broken by tenants or their guests;
 - a statement that the Owner has conducted a criminal background check on such occupants and that they have been found to have no felony convictions. Background checks shall be performed for each new lease, or upon renewal of an existing lease; and
 - a statement that the undersigned occupants have received a copy of the Rules & Regulations and agree to abide by same.

4. **Animals:**

- A. Application. Owners and Tenants occupying a Condominium pursuant to a Long Term Lease must request permission to house an animal in their Condominium by submitting a written application (available for download on the Association's website) together with the following:
- i. Proof of Animal Liability Coverage - naming the Association as an additional named insured with a liability limit for pet claims of \$(Check with Ins Broker) per occurrence; and
 - ii. Proof of current medical data, inoculations, licenses.
- 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 may be permitted when necessary to meet the assistance needs of the occupant.
- C. Short Term Vacation Rentals. Tenants 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 emotional support animals approved in advance by the Board following a written request for reasonable accommodation. Such animals may not be left unattended and must not interfere with the quiet enjoyment of other Regime residents or their guests.
- D. Pest Control. The owner shall be responsible for the control of associated fleas not only in his/her unit but also in any common area of the Regime. If management, 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 Condominium Owner for the cost thereof.
- E. State and Local Laws. The 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. Permitted animals will be walked in an area designated or acceptable to management. The owner thereof shall be responsible for cleaning up after the animal both in the designated area or anywhere on the property should an accident occur. It is understood by all parties that the Common Elements are the property of all Owners and that they should be properly respected by all parties.

5. **AMENTITIES:**

- 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 LIFE GUARD IS PROVIDED, YOU SWIM AT YOUR OWN RISK.**

- 1 Proof of Cordillo Courts II residency may be required to use the pool.
- 2 Pool hours 9:00am – 9:00pm daily
- 3 Guests Limit: 4 per Condominium.
- 4 Owner or Tenant must be 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.
- 7 Alcoholic beverages and drugs are prohibited inside the pool area– no warning: automatic fine.
- 8 Pool parties are prohibited.
- 9 Bathing suits will be the only authorized attire (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 walk-ways. No flags, banners, sign, 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.

- Installation can only be done between the hours of 9 AM and 5 pm, Monday – Friday.
- The owner shall sign an agreement to accept full responsibility for any damages caused by the installation of any services not provided by the Association.
- A qualified licensed & insured Contractor must perform installation.
- 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.
- Dishes shall not be larger than eighteen inches (18”) diameter.
- No more than one dish per unit and all dishes shall be marked with the unit number.
- Exterior alterations including but not limited to drilling holes through outside walls, door jams, windowsills, etc. are prohibited.

- Owners are responsible for the removal of all installation, including the restoration of the building and the roof.
- 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, on balconies, hallways, entrances, stairs, paved services and within 15 feet of the building. 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 Owner's expense.

10. **NOISE/NUISANCE/ALCHOL/DRUGS:** Occupancy of the premises as well as the use of community walkways, parking areas and other common areas shall be sufficiently quiet and peaceful so as not to disturb others. In particular, 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. Consumption of alcoholic beverages outside occupant's living quarters is prohibited. Violators will be subject to fine, conviction, arrest, or all of the aforementioned. The use of drugs anywhere on the premises is prohibited and violators will be prosecuted.

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. **SECURITY:** Residents are urged to ensure that upon leaving their Condominium or their automobile, all doors and windows should be locked (including deadbolts, window jambs, etc.).

13. **VEHICLES:**

- Permits:** Parking is allowed by permit only and is limited to two (2) vehicles per unit. Permits are obtained from the Regime Manager. Unauthorized parking on the property will result in prompt removal of the vehicle at the owner's expense. Copy of rules and regulations must be signed by all applicants before receipt of permit. Tenants must present a legal lease from owner or owner's representative to obtain a parking permit. Failure to register as a villa owner, guest or tenant to obtain proper parking permit could result in the vehicle being towed from the premises at the owner's expense.
- Speed Limit:** Roadways have a speed limit of 5 miles per hour. Resident's may be fined for speeding violations in accordance with these Rules. Guests who speed through the community may be denied further access to the community.
- 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 owner's expense.
- 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 warned and then towed. Unloading zones are not to be used for extended parking. Unauthorized and unregistered vehicles and vehicles that are inoperable will be towed at owner's expense.
 - G. Bicycle/Moped/Scooter: Each Condominium may keep to three (3) bicycles, mopeds, or motor scooters in such designated areas as the Association may designate for such purpose, provided that the Owner or Long Term obtains and displays an approved decal 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 villas and may not be left or chained in any other location. Only two (2) bikes may be stored on villa 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 colored draperies, colored blinds, window guards, storm windows, signs, advertising posters, flags, fans, portable a/c units, or anything else 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:** Washers and dryers are for the personal use of owners and tenants occupying a condominium and are not to be used for any other purpose. Washers and dryers 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 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 must be provided to the Association for emergency maintenance and pest control servicing entry. Any Condominium with non-working keys, additional interior/exterior locks, deadbolts, or other devices that prevent villa access will be fined on the first and each subsequent offense. Management, for purposes of repairs or to preserve the integrity of the property, has the right to enter the villa at anytime. Refusal of access will result in an immediate fine and offender assumes full responsibility for any damages occurring as a result non compliance.
17. **USE OF MAILBOXES.** Mailboxes are available to all residents. Any lost keys are the responsibility of the 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 the property management company.
18. **REPAIRS:** Anyone who accesses a Condominium from within the crawlspace for any type of Condominium repair is required to get permission from the Association. Any unauthorized breach to the hardware cloth will result in a fine.

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 the Association's Management Agent.
20. **FINES.** In addition to any other rights the Association may have, the Association may fine an Owner for any violation of the Master Deed, Bylaws, or these Rules One Hundred (\$100.00) Dollars per occurrence, or if the violation is a continuing, fifty (\$50.00) dollars per day up to \$1,500.00 until the violation is remedied.
21. **FINING PROCEDURE.** The Association shall not impose a fine, suspend voting rights, or infringe upon or suspend any other rights of an Owner for violations of the Declaration, 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 Owner specifying:
- i. the alleged violation;
 - ii. the action required to abate the violation; and
 - iii. a time period of not less than three (3) days during which the violation may be abated without further sanction, if such violation is a continuing one; provided, however, that should said violation not be a continuing one, a statement that any further violation of the same provisions of this Declaration, the By-Laws, or of the Rules of the Association may result in the imposition of sanctions after notice and hearing.
- B. Unless the Owner shall contest the violation and request 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 and shall afford the Owner a reasonable opportunity to be heard. The notice requirement shall be deemed satisfied if proof of the notice is placed in the minutes, or the 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 an Owner, the 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.

17 **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 Owner and shall be a continuing lien on the Condominium Unit and foreclosed in the same manner as the lien for assessments.