**Be it Resolved that the following 90 day coach policy be adopted:**

**90-DAY COACH MOVEMENT POLICY**

When purchasing a lot Owners accepted certain responsibilities as part of their deed. These are found in the Hilton Head Island Motor Coach Resort Declaration of Covenants, covenants and Rules and Regulations.

The Declaration of Covenants’ state, “the motor coach may be allowed to remain on the site up to, but no longer than 90 days, even though not in use,” aka, the 90-Day Rule. The “Rules and Regulations’, interpreting this covenant language provide “All owners must move their motor coach out of the resort at least every 90 days and must notify the office when doing so.

**PROCEDURE**

* Owners must move their motor coach out of the resort every 90 days and are required to sign in and sign out with the resort office to document compliance with the 90-day rule. It is each owner’s responsibility to track their 90-day movement schedule, however as a courtesy, up to fifteen days in advance of the “coach movement date” or “CMD”, the office will attempt to notify the motor coach owner, by e-mail, of the impending CMD.
* If an owner cannot move their motorcoach within the 90 day period, owner may be able to receive, depending on valid extenuating circumstances, a 20 day penalty free period by notifying the office, either by e-mail or in writing, of their need for the 20 day penalty free period. This penalty free extension does not modify the 90 day calendar requirements.
* Should an owner be incapacitated and under a doctor’s care, the resort’s manager, upon receipt of an e-mail or letter from owner’s doctor, can grant owner an additional 30 day penalty free period within which to move the motor coach.
* If the coach is not moved by the CMD, or any penalty free period, the office will notify owner in writing of such non-compliance and that fines have accrued at the daily rate of $10.00, from the initial 90-day CMD date. After 30 days of further non-compliance, the daily fine shall be increased to $25.00 per day.
* Fines for non-compliance will be accrued from the first day past the 90-day CMD, and will be billed monthly and will accrue until the motor coach is moved and the fines paid.
* As a convenience to owners who cannot move their motor coach in compliance with the Covenants and rules, the office will provide the owner, at their request, with the names and contact information of at least two contractors, with appropriate licenses and insurance, who are available to move a motor coach. Contractors set their own rates and it is the owners’ responsibility to pay for any fees incurred.
* Once CMD fines reach the sum of $1,000.00, the office shall send a certified letter, informing owner that 15 days thereafter, legal action will be filed with the Beaufort County Magistrate Court, seeking entry of an Eviction Order directing the owner to remove the coach from HHIMR in compliance with the Covenants and that the coach not be returned to HHIMR until any and all outstanding fines and legal fees and costs have been paid. Per the covenants, owner shall be responsible for all legal costs and expenses incurred.
* Any time, prior to the scheduled Court hearing, Owner can forestall entry of a Court Order by moving the coach in compliance with the covenants and by paying any accumulated fines and costs.