Guidelines

For

Property Enhancement

Effective March 14, 2011

- Revised -

Amended: May 2012, July 2012, August 2013, July 2014, February 2018, July 2018, June 2019, September 2019, April 2020

Hilton Head Island Motorcoach Resort Property Owners' Association 133 Arrow Road Hilton Head Island, SC 29928

Revision Approved by the Board of Directors, April 2020

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ARTICLE ONE: GENERAL INFORMATION

A. Brief History

The original developer of the ORA Motorcoach Resort at Hilton Head Island determined the overall land-use plan and infrastructure within the resort. The Protective Covenants imposed by the Hilton Head Company, Inc. and the Declaration of Covenants and Restrictions entered into between Outdoor Resorts of South Carolina and Outdoor Resorts at Hilton Head Island Owners' Association, Inc. (collectively "the covenants") were written in such a manner that the resort could evolve with the Recreational Vehicle (RV) industry and still maintain its natural, serene atmosphere and provide lasting value for the lot owners.

Over time, it was determined that enhancements to the original designs and make-up of lots were desirable. A Property Enhancement Review Committee was therefore created to assist owners to implement rules and guidelines to maintain the resort atmosphere and still enable improvements of facilities conducive to the RV industry in the 21st Century.

B. Philosophy

The covenants grant the Association the authority to maintain and administer the common properties, to administer and enforce the covenants and restrictions, and to make rules and regulations concerning both common properties and individual lots. The Association also has the authority to seek enforcement of its bylaws, local ordinances, and state and Federal laws.

Since the authority of the Association relating to lots is limited as above indicated, it is necessary that the restrictions placed on individual lots be within the property owners' rights to enjoy their property as defined by South Carolina laws. These restrictions are an inherent part of the agreement that individuals enter when they purchase property in the resort.

A vital and dynamic Property Enhancement Committee (PEC) is very important to the present and future development of the resort's common properties and privately-owned lots.

It is intended that the rules and guidelines of the Property Enhancement Committee:

- be applicable to all owners for private lots, all facilities and all common areas,
- be applicable to all work performed in the resort except normal cleaning and maintenance,
- allow lot owners to deal with their property consistent with the covenants, rules and local ordinances,
- be beneficial to all and enforceable within the legal system,
- enhance the enjoyment of all owners,
- · enhance the resale value of individual lots, and

- enhance the nature-like atmosphere consistent with the concept of Hilton Head Island development that attracted owners to buy into the resort.
- C. The Property Enhancement Committee shall be comprised of the following members:
 - 1. The chairperson shall be a member of the Board of Directors.
 - 2. Committee to be no less than four members but not more than six members who are lot owners. Two alternates may be named at the discretion of the PEC chairperson to assure availability.
 - 3. Whenever possible the chair shall attempt to recruit two members who possess experience in construction and or land management.
 - 4. The Resort Manager shall serve as an ex-officio member of the Committee.

<u>ARTICLE TWO:</u> <u>PURPOSE OF PEC</u> (Property Enhancement Committee)

- A. Property Enhancement Committee (PEC) responsibilities
 - 1. To provide uniform guidelines for an owner to enhance his/her lot, for greater personal enjoyment and to increase his/her equity while maintaining a uniform, harmonious, and natural appearance throughout the resort for the benefit of all. These guidelines are intended to conform to all Federal and State Statutes, Local Ordinances and Regulations, and the covenants and rules and regulations referred to above.
 - 2. To review and approve plans submitted by an owner for lot enhancements that meet PEC guidelines. All approvals shall be signed by at least two PEC members.
 - a. Requested enhancements shall not be detrimental to nearby lots or to the resort.
 - b. The appearance of enhancements shall be in harmony with all nearby lots.
 - c. The upkeep and maintenance of enhancements shall not become a burden on the Association.
 - 3. When reviewing applications, PEC members may reject the application and make recommendations for changes if the application does not meet requirements set out herein.
 - 4. When in the course of their normal activities, resort staff notice possible violations of the PEC guidelines they shall notify the Resort Manager who in turn shall notify the Board Chairperson of the PEC.
 - 5. PEC members may inspect work in progress, such as:
 - a. Measure forms prior to concrete being poured and/or
 - b. Measure outline of pavers to be installed and/or
 - c. Finished work to ensure compliance with the plan.

B. Conditions of Approval

- 1. The applicant shall provide the Association with security, acceptable to the Association, against mechanics' liens or other encumbrances which may be recorded against the lot as a result of such work.
- 2. The applicant shall provide proof of contractor liability insurance protecting the Association and other owners during construction and in the event of subsequent hazards.
- 3. If an owner performs his own work, a PEA (Property Enhancement Application) shall be submitted for approval and a liability waiver (included herein) shall be signed by the owner and attached to the PEA. The owner must meet all qualification guidelines as established for contractors in this document.
- 4. The applicant agrees to complete the proposed work within the required time frame unless an extension is granted by the PEC.
- 5. Work performed without an approved PEA will be subject to fines.
- 6. Previously approved improvements by other committees under previous guidelines are not precedent setting.

NOTE: The PEC usually meets as needed to review applications. Plans are usually reviewed within 14 days, so long as two PEC members are available. PEC members will visit the lot to review the plan. Within several days after a PEC meeting, the Application shall be approved or rejected with recommendations. When the Application is returned to the Office, the applicant and contractor will be notified. Contacting the Resort Office after submitting a PEA WILL NOT expedite the process!

C. Owner Responsibilities

- 1. The owner is solely responsible for engaging contractor(s) trades people, or individual(s) to perform work described in the PEA. The owner is responsible for any construction related behavior, meeting prevailing codes of Hilton Head Island, Beaufort County and South Carolina, etc. This includes, but is not restricted to, building, electrical, plumbing codes and "Guidelines" components. When required, the owner (or owner's contractor) is responsible to obtain all permits and pay all applicable fees.
- 2. All electrical work performed on the owner's lot must be performed by a South Carolina licensed electrician who obtains a Permit from the Town of Hilton Head Island. The Permit shall be posted on the lot before starting work.
- 3. The owner shall be responsible for completion of work in compliance with all approved plans.
- 4. Approved applications shall expire 90 days from the date of approval.
- 5. The owner assumes all financial and legal responsibility for damages, accidents or other liability incurred during, or because of construction.

- 6. The owner is responsible for all maintenance, repairs and replacement of damaged or inoperable improvements on the owner's lot, or on adjacent lots or common areas, which result from any action of the owner, contractor, or any employee during lot changes. This includes use of restrooms and condition of restrooms after use by workers.
- 7. During construction on the lot, at the end of each day, the owner and/or contractor shall return the lot to as clean a condition as practical, removing each day's waste and/or demolition debris from the site and from the resort. If the contractor uses the resort's dumpster, the contractor shall pay an appropriate fee as designated by the Resort Manager. In the event of failure to comply, the fee involved shall be paid by the owner. No nuisance shall be allowed.
- 8. To encourage that each removed tree is replaced, a security deposit of \$300 is to be submitted to the office prior to a tree being removed. Upon approval of the replacement tree by PEC, the security deposit shall be returned to the applicant if the tree is planted within 90 days and in accordance with PEC guidelines. If at the discretion of the committee, the lot cannot sustain additional plantings due to overcrowding or adequate canopy the deposit may also be returned. If the owner chooses not to replace the tree, the \$300 deposit shall transfer to the resort for common property beautification.

D. Non-Compliance

- 1. The Resort Manager shall notify an owner whose lot is not in compliance with PEC Guidelines (with photographs if needed). If no action is taken by the owner to correct the non-compliance, as required by the notice, the Resort Manager shall advise the owner in violation of the Association's intent to enforce compliance through proper process, including court proceedings if necessary. Notification shall be by uniform letter that contains penalties and fines for non-compliance.
- 2. Notice, Penalties and Fines for failure to comply with these guidelines are:
 - a. Thirty (30) day notice to achieve compliance from date of notice of non-compliance.
 - b. Thereafter a fine of \$25.00 per day is levied retroactive to the date of notice of noncompliance, until compliance is satisfied.
 - c. All legal and ancillary costs to enforce compliance.

ARTICLE THREE: INSTRUCTIONS FOR APPLICATION

A. Instructions for Applying for Lot Improvements

- 1. Obtain a PEA and these guidelines from the owner's section of the resort website or the Resort Office.
- 2. Complete your "Description of Proposed Lot Enhancements", including all proposed changes to pads, patios, sheds, etc., (including the materials to be used, trees and landscaping to be planted, and color choices).
- 3. For all improvements involving the installation of any hardscape (except minor improvements or repairs) and/or the removal of one or more live trees six inches or more in diameter at a height of four feet, submit an "as built" survey for the lot, on a scale of 1 inch to 10 feet, depicting its boundaries and all existing improvements, including the pad, pedestal, shed, walls, trees to be removed, gardens, etc. In cases where an "as built" survey does not exist, provide a plat map (usually obtainable from the Resort Office), which includes the existing square footage of all hardscape coverage and the total square footage of the lot. It is the responsibility of the lot owner to ensure that all property pins are accurate and that missing pins are reestablished by a professional survey company. For trees that are to be removed, a Certified Arborist or qualified tree company's opinion is recommended. However, if the PEC questions the opinion of the tree company, the PEC has the right to request a certified written opinion by an Arborist over their license and seal. For PEAs not referred to above, no "as built" survey or written justification shall be required.
- 4. On a separate copy of the "as built" survey, show as an overlay all proposed improvements, including all items specified in paragraph 3 above, to the same scale as the survey.
- 5. Attach a photograph of the portion of the lot to be improved.
- 6. Attach a copy of a Plat containing your lot and adjacent lots (available at the Office).
- 7. Attach proof of contractor liability insurance (if not on file in the Office) or signed liability waiver (attached hereto).
- 8. Sign and submit the completed application with a \$25.00 processing fee to the Resort Office. Hardscape improvements and tree removal require separate applications and fees.
- 9. On approval of a PEA, a brightly colored copy of the PEA with expiration date will be issued by the office to the owner or the owner's representative and affixed to the lot's utility pedestal or prominently displayed on the lot. When the work is completed the contractor shall sign that the work conforms to PEC Guidelines and return the permit to the office. No contractors shall be permitted to start work without the issuance of a Work Permit. (colored copy of the PEA) by the office. No work shall be done on the lot until the permit has been posted on the lot.
- 10. For all major repairs to existing improvements such as sheds, pads, walls, patios, etc., an approved Repair Permit is required before work can be started. The Repair Permit shall be issued by the office and posted on the lot. No fee is required.

NOTE: On either approval or rejection the office will notify the owner of the PEC decision.

- All improvements shall conform to the guidelines contained herein.
- All guidelines are subject to site-specific PEC approval, with each decision based on its' own merit.
- The lot owner is responsible for adhering to these guidelines and to the PEA. If the lot is not improved in accordance with the PEA, the work must be redone to bring it into compliance.
- The lot owner shall ensure that all contractors hired are approved by the Resort Manager.
- The lot owner shall ensure that the contractor adheres to these guidelines and carries required insurances.
- Prior to starting work, the owner shall identify, locate and mark all utilities within the lot. The owner shall hire "No Cut" (843-811-7877) to locate buried power lines. Failure to do so may result in injury or death, for which the owner is solely and completely responsible. "No Cut" is a free service.

B. Contractor Work Hours

- 1. All construction, renovation and tree pruning and/or removal shall be permitted only between 8:00 a.m. and 5:00 p.m., Monday through Saturday.
- 2. No contractors shall be on site prior to 8:00 a.m. Work between 8:00 am and 9:00 a.m. daily and all day on Saturdays, shall not produce noise, dust or dirt and would include all PEA contractor activities including leaf blowing by the PEA contractor.
- 3. No work shall be conducted on Sundays, Holiday weekends, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day or Christmas Day, except in an emergency, so deemed by the Resort Manager.
- 4. No noise producing work will be allowed during the spring and fall owner's weeks. Emergency work is exempt from this rule.

ARTICLE FOUR: DEFINITIONS, ENHANCEMENTS AND DIMENSIONS

A. HORIZONTAL ENHANCEMENTS

1. Compliance:

Prior to beginning work to improve the lot, if an improvement encroaches into a setback or onto an abutting lot, or if there is a boundary dispute, prior to an approval a written agreement between abutting owners must be established by either a) mutually executed Joinder Agreement; b) an encroachment agreement signed by both parties for each lot and recorded at the Beaufort County Registry of Deeds; or c) redrawn lot lines eliminating the encroachment and/or boundary dispute, that are deeded and recorded at the Beaufort County Registry of Deeds. Any encroachments by structures not covered by "a)", "b)", or "c)" above shall be removed.

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Under Shed Enhancement (C. 1.) (shown below), an enhancement/improvement is considered as any repair to a shed greater than 10% of the cost of the replacement of the entire shed.

2. Common Areas:

The lake, clubhouse, pool, tennis courts, management office, roadways, paths and 100-foot vegetative buffer and any other POA (Property Owners' Association) properties surrounding the resort are common areas and shall not be altered in any way by any owner.

3. Setbacks (distance into lot from property line):

Rear 4 feet
Left side 2 feet
Right side 3 feet
Front 2 feet, or
Off the roadway 2 feet

No structures shall be built in setbacks, except sheds, pervious pavers, vegetation and the driveway in the front setback from the road or in the case of pull through lots, the front and rear setbacks. An existing structure does not need to be removed to meet the setbacks but any new installation where material is removed shall comply with the above setbacks.

4. Types of Coverages:

a. Softscape: Softscape consists of soil, vegetation, lawn, shrubs, pine straw and mulch. River rock between 2 inches and 5 inches in size and colors brown, gray, or tan may be used in landscaping.

b. Hardscape: Hardscape consists of poured concrete, sitting walls, pillars, and garden borders of cement-like materials, entertainment features, fountains, pavers on crushed stone, wood decks, walkways, bricks and patio blocks on sand and/or gravel.

c. Note: Softscape, ground covers and landscape shall be of natural, not man-made materials and recommended to be native to Hilton Head Island.

5. Lot Coverage: a) Coach

a) Coach pad, patio and car parking 1,400 sq. ft. impervious maximum

b) Shed, walkways to shed and utilities 200 sq. ft. pervious added maximum

Walkways to shed and utilities shall be constructed of pavers, patio blocks or similar removable materials. The request for up to an additional 200 sq. ft. is to be submitted on a separate copy of the drawing and shall not be constructed of poured concrete. Its approval is at the discretion of the PEC on a case-by-case basis. Each lot regardless of size is allowed the above maximum square footage. However, in keeping with the guidelines promulgated by the Planning Office of the Town of Hilton Head, a lot of

suitable size to accommodate a larger seating area, walkways, and or outdoor kitchen area may have as an addition to the impervious 1,400 sq. ft. allowed above, an additional 600 sq. ft. of pervious coverage so long as the total coverage does not exceed 60% of the lot's existing square feet. Under no circumstance shall the total coverage area exceed 2,000 square feet.

6. Easement Area:

All lots contain easement areas, which shall be noted on the survey. These

areas include:

a) A three (3) foot sewer easement on right side of pad to roadway, andb) A four (4) foot rear yard easement containing most common utilities.These areas shall not be permanently covered and shall always be accessible

to the resort staff.

7. Irrigation: Watering systems must conform to all Hilton Head Island Town

Management guidelines and shall have back-flow prevention installed to

protect drinking water.

a. System: A multi-zone automatic watering system may be installed.

Plants are watered by drip irrigation only. Lawns may be watered by sprinklers.

b. Schedule: Watering seasons Spring, Summer and Fall

No watering November through February (unless approved

and by Resort Manager for new landscaping

installation).

Control boxes Accessible at all times

Management has the right to adjust or turn off watering systems not functioning per these guidelines. The owner will be notified and shall have

no recourse to the resort for losses.

B. HORIZONTAL STRUCTURE: (recommended specifications)

1. Pad (coach and car parking):

a. Poured concrete construction 6 to 8 inches thick or greater

Strength 4,000 psi minimum

Base material D.O.T. approved base materials

Base depth 6 inches minimum
Base compaction 5,000 lbs./sq. ft.

Reinforcement ½ inch (#4) rebar, 12 inches o/c both

ways with tied intersections

Depth in concrete 2 inches above base material

Driveway width Site specific

Finished pad height at road (rounded) 1½ inches above road

Control joint cuts (cut within 24 hours) no greater than 10 ft. squares, to

1/3 depth of pour

Method wet cutting only to eliminate dust

Requests for Concrete Pads over 1,200 sq. ft. require that the forms be measured before the concrete is poured. The owner or contractor shall notify the Office when concrete forms are ready for inspection.

b. Paver construction

Paver thickness 2 3/8 inch minimum, Belgard or

equivalent

Base material D.O.T. approved base materials

Base depth 6 inches minimum
Base compaction 5,000 lbs./sq. ft.

Leveling course 1 to 1 1/4 inches of concrete sand

Final compaction of pavers 5,000 lbs./sq. ft. with polymer sand for

weed control

Driveway width Site specific

Finished pad height at road 1 1/2 inches above road with saw cut

at the road

Pavers must be secured at the road with an asphalt cold-patch or concrete

transition ramp.

Note: Strongest patterns are modular or herringbone at 45 degrees.

2. Patio:

a. Poured concrete construction
 b.O.T. approved base materials

Base depth 4 inches minimum
Base compaction 5,000 lbs./sq. ft.

Reinforcement 1/2-inch (#4) rebar, 12 inches o/c both

ways with tied intersections

Depth in concrete 1 1/2 inches above base material Control joint cuts (cut within 24 hrs.) No greater than 10 ft. squares, to

1/3 depth of pour

Method wet cutting only to eliminate dust

b. Paver construction

Paver thickness 2 3/8 inch minimum

Paver base D.O.T. approved base materials

Base depth 6 inches minimum
Base compaction 5,000 lbs./sq. ft.

Leveling course 1 to 1 1/4 inches of concrete sand Final compaction of pavers 5,000 lbs./sq. ft. with polymer sand

for weed control

Note: Strongest patterns are modular or herringbone at 45 degrees.

3. Decks:

Material Pressure treated wood, Trex, or

similar decking material

4. Walkways:

Purpose Access to shed and utilities Added walkway areas Not to exceed 200 sq. ft.

Materials Pervious paver system on crushed

granite base or concrete patio

blocks on soil.

C. VERTICAL ENHANCEMENTS:

1. Shed (one per lot): The shed shall be built in compliance with a standard drawing of the Cambridge, the Lexington or the Stratford designs, each with design specific height, depth and width specifications obtainable from the office. The shed is to be of natural or man-made wood or Hardie-Board sheeting, shed shall be of a single color with the trim allowed to be painted in an approved second color from the list below and shall not affect a neighbor's view of the natural landscape. If shed is overly conspicuous, planting of shrubs may be required for screening. The shed shall be located toward the rear of the lot. Lap siding of a horizontal design is not allowed. The stain and paint colors to be used are limited to:

- HHIMR approved Dark Brown
- · HHIMR approved Beige
- HHIMR approved Gray
- HHIMR approved Sage Green
- GRAYCO Hardware usually carries approved colors. Other earth-tone colors may be submitted for consideration by the PEC.

Requirement: An approved P.E.A. showing design, construction material and color.

2. Walls (hardscape):

Part of 1,400 sq. ft. coverage
Maximum height for running length 21 inches maximum
Pedestals and end caps 36 inches maximum
Distance from road 2 feet minimum

NOTE: Walls and outdoor kitchens are not considered part of the 1,400 sq. ft. impervious coverage if built on a pervious footer. Walls and kitchens built on concrete footers account for a share of the impervious allowance.

3. Lighting:

The following guidelines are adopted as applicable, from Town of Hilton Head Island Land Management Ordinance, Article XIV, Section 16-5-1401, revised 2/3/09.

Lights on lots shall be diffused, low voltage, low illumination and shall not create a nuisance to nearby owners. Patio lights shall be directed downward onto the patio. Tree and shrub lights shall not shine on coaches on other lots. Tree lights shall be placed on the ground only. Indirect lighting installed on an awning by the manufacturer is permitted.

Fixture (housing)

Light source shall be completely

concealed within an opaque housing and shall not be visible from any

nearby lot or street

Light source (lamp)

Incandescent, fluorescent, metal,

halide or LED.

Mounting A fixture shall be mounted in such a

manner that it's cone of light does not

cross any property line of the lot.

Maximum illumination levels 5-foot candles for landscape

8-foot candles for walkways

Maximum height in gardens 24 inches above grade only

Operating hours Dusk to dawn

Method of control Timers and light sensors

4. Waterfall: PEA with plans and manufacturer's

specifications

Approval By PEC on a site-by-site basis
Material Natural, blends with environment
Maximum dimensions 40 inches high x 6 feet wide x 40

inches front to rear

Maximum pool depth 10 inches

Usage By the owner only. The pool is to be

drained when the owner is not in

residence and the drain shall stay open

during the owner's absence.

Design The water cascade shall be sloped to

minimize noise.

Separate PEA approved on a site-by-Approval

site basis.

42 inches

5. Arbor: For support of vegetation only

Maximum dimensions

PEC approval required

94 inches high 42 inches deep 76 inches wide

6. Railing: Maximum height

> Usage Edge of lake and culverts

Material Wood or man-made equivalent

7. Fire pit or Fireplace:

Requirement PEA with plans and manufacturer's

specifications

Approval By PEC on a site-by-site basis

Permitted fuel Propane or butane only (see ARTICLE

FIVE: UTILITIES, F. Propane)

4 feet diameter x 16 inches high

Fireplace Maximum dimensions 62 inches high x 54 inches wide x 27

inches deep

Firepit Maximum dimensions

Style Natural appearance

Construction Stone or metal with drainage

8. Fountain/Birdbath:

Type Recirculating only

Maximum dimensions 52 inches high

36 inches in diameter

Pool depth 8 inches

Maximum spray height 6 inches above fountain/birdbath

Usage By the owner, only. The

fountain/birdbath is to be

drained, inverted or covered when the owner is not in residence and drain

shall be left open.

9. Outdoor Kitchen: Requirement PEA with plans and manufacturer's

specifications

Approval By PEC on a site-by-site basis

Total length cabinets not to exceed 12 feet in length

Base of cabinet not to exceed 34 inches high

Depth (front to back)

Countertop height

Backsplash/bar counter height

Bar counter depth

36 inches maximum

not to exceed 36 inches

not to exceed 44 inches

20 inches maximum

Materials Stone masonry, granite or stainless

steel

Colors Environmental blending earth-tone
Surface area Part of impervious area of the lot
Appliances Must be built in and are limited to
grill, refrigerator, sink, oven and

surface cooking units

Cooking fuel Propane, butane or electric only not to

exceed 1,600 watts (see ARTICLE FIVE: UTILITIES, F. Propane)

Sink restriction Connected to sewer system by

licensed plumber. Sink shall be

covered when not in use.

Electrical requirement Licensed electrical contractor shall

perform all wiring.

SPECIAL NOTES:

a) If wiring upgrade is required from the transformer to the pedestal it is the owner's responsibility and shall be at the owner's expense.

b) Permanent masonry structures may require footings.

c) Electrical and irrigation lines should be buried in separate conduit lines.

d) Electrical lines should terminate at the post in an approved container box.

10. Bicycle Rack: Size Up to 3 bicycles

Material Metal, wood, or concrete

Placement Rear of lot, out of public view.

Bicycles may be left on a lot when the owner is not in residence, if they are

covered with an environmental

blending colored bicycle cover which

is designed and manufactured for

bicycle coverage.

11. Post: Purpose Protection of property from vehicles

Requirement An approved PEA Location Selected by PEC

Size and material 6 inch x 6 inch pressure treated wood
Height above grade 30 inches maximum including cap
Installation (removable) PVC sleeve for 6 inch x 6 inch post set

in concrete 30 inches deep

Color and finish Brown, with reflective tape facing

traffic

NOTE: To protect lot and personal property such as lawns, sprinkler heads, borders,

landscaping. The post shall be furnished and installed by Management and paid for by the owner. The amount of posts necessary to ensure driving

only on the paved roadway to be determines by the PEC.

12. External Steps:

Material Treated wood or wood-appearing

material

Size Not to exceed 48 inches in width and

not to extend further than 48 inches

from the coach.

Railings A railing is not permitted except on a

case-by-case basis and where a specific need is established

Color Steps shall be stained or painted in

approved shed colors.

Storage In the absence of a coach, steps shall

not be stored within the living area of the pad. Areas such as to the side or directly against the front of the shed are examples of preferred areas.

13. Ramps: Approval Must be approved by PEC on a case-

by-case basis. Applicant must show a reasonable need. Renters may be asked by a PEC committee member or

the Resort Manager to show a

reasonable need.

Appearance Ramps should be as discrete as

possible. Commercially manufactured

ramps are encouraged.

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Storage In the absence of a motorcoach, ramps

are not to be stored in the living area of the pad. Areas such as to the side or directly in front of the shed are examples of preferred areas.

NOTE: If any item above is provided on the lot, the item must

always be in like-new condition, operational and safe. If the item falls into disrepair, it must be repaired, replaced or

removed immediately.

D. FURNISHINGS:

1. Outdoor Patio Furnishings

Minimum Requirement One (1) dining table with four (4)

For Rental Lots: chairs and an umbrella

NOTE: All outdoor furnishings must be manufactured for that purpose, fully

operational, in like-new condition, safe, of environmental blending natural earth-tone colors or, in the case of, wood

tables and benches painted with approved colors. Other optional seating areas may include a bistro seating area, a casual seating area which could include items such as sofa, love seat, occasional chairs, a cocktail/end table, firepit table, an additional umbrella. Also, for owners with outdoor kitchens

with countertop bars, bar stools will be allowed.

2. Grill: One per lot, free standing or installed in entertainment feature. The grill

shall be secured when the owner is not present. Maximum length 8 feet including attached work surfaces. Colors other than black or stainless steel require PEC approval. Cooking fuel shall be propane, butane or electric

grills, not exceeding 1,600 watts maximum (See ARTICLE FIVE:

UTILITIES, F. Propane).

3. Antenna: Attached to the coach.

4. Satellite Dish: Attached to the coach, placed out of public view or screened with plantings

so long as an acceptable quality signal is obtainable without damaging the

tree canopy.

5. Screen Area: Attached to coach awning on passenger side or umbrella and stored or

collapsed when not used. Must be made of screen material only.

Maximum size: length and width of awning or umbrella.

6. Portable Heater: Height 8 feet maximum

Construction Metal

Fuel Propane or butane only

7. Insect Repellant Device:

Fuel Propane, butane or electricity

It shall not disturb others.

8. Sign: Maximum dimensions 24 inches wide

18 inches high

Maximum overall height 30 inches

Content Name, lot number and design Requirement PEA with sketch or drawing

Vehicles with business names or advertising are permitted in the resort

during normal business hours only.

9. Umbrella: Earth tone color, including black. Must be portable and collapsed when not

in use.

10. Covers: Furniture covers and other covers shall be earth-tone colors including black.

11. Flags and Poles:

Permitted flag American flag, service and other

friendly nation's flag.

Requirement An approved PEC application

Permanently installed pole Height not to exceed 14 feet above

grade

Pole base Metal sleeve in ground or attached to

tree

Flag size 3 feet x 5 feet maximum

Condition Replace when tattered, torn or faded

12. Garden flags and ornaments:

Up to two (2) small garden flags or banners shall be allowed per lot and no more than two (2) yard ornaments or "objecto-de-artos" allowed per lot. The ornaments shall be constructed of concrete, resin, or metal and tasteful

in design. No inflatable ornaments are to be allowed.

13. Storage box: To allow one (1) storage box per site, dark brown in color, 150-gallon

maximum size with dimensions approximately 61 inches long, 25 inches

high and 28 inches deep or equivalent.

NOTE:

If any item above is provided on the lot, the item must always be in likenew condition, operational and safe. If the item falls into disrepair, it must be repaired, replaced or removed immediately.

All covers whether for car, furniture, bicycles, grill, heaters, outdoor kitchens must be specifically manufactured for the item it is covering (no tarps allowed). Covers must be of earth-tone colors which also includes black. All covers must always be free of holes, tears, mold and mildew. If any cover falls into disrepair and/or extremely faded, it must be removed and/or replaced immediately.

ARTICLE FIVE: UTILITIES

1. Electrical Box:

All repairs to the electrical service box, G.F.I. and all other outlets and switches are the owner's responsibility.

2. Electric Meter:

The electric meter is property of Palmetto Electric and may only be serviced by a South Carolina licensed electrician and Palmetto Electric.

3. Pedestal:

Pedestal is part of the lot. It may be moved to left side on a lakeside or pull-through lot with an approved PEA. Pedestal cannot be removed from the lot but may be replaced with a resort approved pedestal on an approved PEA. Pedestal shall be installed inside the right-side lot lie at least 20 feet from the road and proximate to the utility hookup area of the coach with the power hookup side facing the roadway next to the pad. A lakeside or pull-through lot may contain a second, PEC approved pedestal. Installing a second pedestal shall be approved in advance on a PEA. The owner shall pay all costs for this work.

4. Sewer Line:

The owner owns the sewer line from the sewer cap to the edge of the road. Repairs, alterations, cleaning, etc., of the owner's sewer line shall be by a licensed plumber. Costs, including inspection with a camera and cleaning shall be paid by the owner.

Management may repair or replace failed sewer lines not attended to by the owner and charge the expense to the owner.

Schedule 40 PVC pipe shall be used to repair or replace sewer lines.

5. Water Line:

Water lines exiting the water meter are the owner's responsibility, including all irrigation systems and valves. All water lines leading from the road to and in the pedestal are the Association's responsibility. The water meter is owned by the Association. It is the owner's responsibility to protect from freezing all water lines after exiting the water meter.

6. Propane Tanks:

Portable propane tanks (max size 30 lbs.) are allowed for normal and appropriate uses such as BBQ grills, space heaters and fire pits. Larger propane tanks that require on-site filling must meet the following conditions for either underground (buried) or above ground containers. First and foremost, the location must meet the current NFPA 58 Liquefied Petroleum Gas Code requirements, which states in part that the relief valve, filling connection, and liquid fixed maximum level gauge vent connection at the container must be at least 10 ft. from any exterior source of ignition, openings into direct-vent appliances, or mechanical ventilation air intakes. The Propane Company can assist in a code compliance location on the lot for the PEA and should be established before submitting a request. Finally, any non-portable containers, above ground or buried, must be screened from view with landscaping and/or other permitted site elements.

ARTICLE SIX: TREE POLICY

The tree policy as outlined below will automatically amend to comply with any new tree policy that may be adopted from time to time by the Town of Hilton Head Island.

Background:

A key attribute of this resort is the natural "woodsy" environment which differentiates it from other motorcoach resorts. Owners have an obligation to maintain a natural healthy woodland Covenant which includes a requirement on removal of trees within the resort levied by the Hilton Head Company (now defunct), which is now a key regulation in the Town's Land Management Ordinance. This Tree Policy reflects those requirements.

Objective:

This Tree Policy will aid in maintaining a natural healthy woodland environment within the resort, maintain a healthy multiyear growth or "all-aged" woodland consisting of native trees of a variety of ages, sizes and species. This Tree Policy would maintain and enhance the scenic beauty of the resort and provide habitat for species of birds, butterflies and other fauna native to the South Carolina Lowcountry region.

Legal Basis:

The Town's Land Management Ordinance includes requirements for maintenance of the woodlands within the town. The ordinance requires a minimum tree cover, defined as 900 Adjusted Caliper Inches (ACI) of trees per acre of pervious surface area. This minimum standard shall be based upon the total site acreage less the maximum impervious surface required for the respective land use. The ordinance defines the four categories of trees used to establish the "adjustment," and establishes requirements for replacement trees, including size and species.

The Town's Land Management Ordinance does not restrict an individual property owner's right to remove trees on his or her own private property, however, the resort's original Protective Covenants, which runs with the land, in fact levies requirements on removal of "live" trees measuring six inches or more in diameter at a height of four feet above ground level (DBH).

In order to meet these requirements, it is essential that the Board of Directors, our elected representatives, be involved in the process. The Board is not only charged with the fiduciary responsibility for management of the resort but with the stewardship of the property itself.

Buffer Zones:

The original Protective Covenants provide for the establishment of natural buffer zones on the periphery of the resort and these are now a key part of the Town's Land Management Ordinance. Trees and understory in the buffer zone, even dead trees, enjoy special protection. They should only be removed if they constitute a danger to people and or coaches or are resident to disease which could impact the entire woodland. Fallen branches, limbs and trees shall remain where they lay.

Tree Removal:

The Property Enhancement Committee (PEC) has exercised authority for approval of tree removal since its inception. Live trees shall only be removed for approved pad improvement, safety, disease and prevention of potential damage to coaches, common buildings, pad and patio or damage to roadways. This PEC approval applies to trees 6 inches or more in diameter at a height of four (4) feet above grade with diameter at breast height (DBH). Tree removal applications shall be filed simultaneously with the PEA for pad improvement. If a tree is removed as a part of the pad improvement application and the owner does not complete said improvement, the owner may be fined up to \$1,000 per tree at the discretion of the PEC.

Tree Replacement:

A survey of the resort by a licensed arborist confirmed that there is not enough open space to support planting the numbers of trees required for a one-to-one replacement ratio. To

make the tree replacement process manageable and enforceable, a fee shall be paid by owners cutting live or dead trees over six inches or more DBH on their lots. The permit may be returned to the owner if at the discretion of the PEC a replacement tree is not required. The Board shall manage the replacement of trees in accordance with this Tree Protection Standard, with special emphasis on maintaining the over story with native hardwoods, and the understory with native plantings.

Trimming:

Owners may trim or prune trees on their own individual lots to encourage growth and prevent disease. However, removal of more than 30 percent of leaf surface within any three-year period or "topping" is prohibited and will be considered as unauthorized tree removal. An approved PEA is required for trimming that requires a tree contractor. An approved PEA is **not** required to trim Palm trees.

Photos are to be taken before and after trimming.

REGULATIONS:

These regulations are provided to maintain the natural woodland environment of the resort.

1. Responsibility:

All trees on the lot are the owner's responsibility.

2. Tree Removal:

The Property Enhancement Committee (PEC) or its successor, shall be the authority for approval of removal of trees measuring six (6) inches or more DBH (diameter at breast height).

Live trees shall only be removed for approved pad improvement, root damage to pad, safety, disease and prevention of potential damage to coaches, common buildings and roadways. For trees that are to be removed, a Certified Arborist or qualified tree company's opinion is recommended. However, if the PEC questions the opinion of the tree company, the PEC has the right to request a certified written opinion by an Arborist over their license and seal. This approval applies to trees measuring six (6) inches or more in diameter at a height of four (4) feet above ground level, hereby redefined as six (6) inches or more DBH.

3. Specimen Trees:

"Specimen" trees as defined in Appendix II may not be removed unless they are hazardous, and every effort must be made to protect them. Any activities performed with the drip line of such trees must be avoided.

4. Security Deposit:

Trees over 6 inches diameter at 4 ft. height \$300.00

Under 6 inches diameter at 4 ft. height

No fee required

On approval of a PEA to remove a tree the owner may opt to plant a new (replacement) tree from the list of approved trees in the PEC Guidelines. If the new tree is an approved replacement tree, of significant size (30 gallon) and approved by the PEC, the tree deposit will be returned to the owner. If the owner chooses not to replace the tree, the \$300.00 deposit shall transfer to the resort for common property beautification. The PEC shall authorize the release of the tree deposit after approving replacement tree planting or if at the discretion of the PEC replacement planting is not required. As in the case of a lot that is reasonably well treed.

5. Tree Replacement:

The Board shall manage the replacement of trees in accordance with this Tree Policy. The categories and species of replacement trees shall be in accordance with Appendix I.

To this Tree Policy, all replacement trees shall be at least 10 feet tall and have a trunk diameter of not less than two (2) inches when planted for Categories I and II.

The ratio of the number of trees to be replaced for the tree removed for Categories I and II is one tree for every 10" of diameter at DBH.

To this Tree Policy, all replacement trees shall be at least 6 feet tall and have a trunk diameter not less than one (1) inch when planted for Categories III and IV.

The ratio of the number of trees to be replaced for the tree removed for Categories III and IV is one (1) tree for every tree removed.

Southern Bayberry (Wax Myrtles) must be a minimum of 4 feet tall and have the largest stem not less than one (1) inch in diameter.

Priority shall be given to replacement with the same category native species that do not require supplemental irrigation once established.

6. Pruning or Limbing:

Owners may trim or prune trees on their own individual lots. However, removal of more than 30 percent of leaf surface within any three-year period or "topping" is prohibited and will be considered as unauthorized tree removal and subject to a \$1,000 fine.

7. Landscape Debris:

All limbs, hedge-clippings and other landscape debris shall be placed at the edge of the road for pick-up on scheduled pick-up days.

NOTES:

The Board shall retain the authority to petition owners to plant replacement trees on individual lot owner's private property where enough open space is available.

Trees and understory in the buffer zone shall only be removed if they are deemed hazardous to people and or coaches or are infected with disease which could impact the entire woodland. A PEA shall be submitted to the Town of Hilton Head Island for approval.

The Board may authorize trimming of existing trees to encourage growth and prevent disease.

Appendix 1

(Extracted from Hilton Head Island Land Management Ordinance)

Tree Value Factors - (The Tree Value Factors Table is used to define Adjusted Caliper Inches and illustrates the relative value of each species.)

Category I (highest)

Broad-leaved Evergreen Overstory Hardwoods and

Endangered Species

Category II 0.75

Deciduous Overstory Hardwood and Broad-leaved

Evergreen Understory

Category III 0.50

Cone-Bearing Evergreens

Category IV 0.25

Ornamentals and Palms

Tree Equivalency Table (The Tree Equivalency Table is to illustrate the relative value of broad groups of trees, as well as individual trees; provide guidance in choosing trees; and provide guidance in selecting trees to supplement inadequate buffers.)

Category I: Broad-leaved Evergreen Overstory Hardwoods and Endangered Species

American Holly Ilex Opaca

Bald Cypress Taxodium Distichum
Laurel Oak Quercus Laurifolia
Live Oak Quercus Virginiana
Loblolly Bay Gordonia lasianthus
Pond Cypress Taxodium Ascendens

Spruce Pine Pinus Glabra

Southern Magnolia Magnolia Grandiflora

Category II: Deciduous Overstory Hardwoods and Broad-leaved Evergreen Understory

American Beech Fagus Grandifolia
American Elm Ulmus Americana
American Hornbeam Carpinus Caroliniana
American Sycamore Platanus Occidentalis

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Bitternut Hickory Carya Cordiformis Black Cherry Prunus Serotina Black Gum Nyssa Sylvatica Black Willow Salix Nigra Boxelder Acer Negundo Buckthorn Bumelia **Bumelia Lycioides** Carolina Ash Fraxinus Caroliniana Carolina Basswood Tilia Caroliniana Carolina Buckthorn Rhamnus Caroliniana Carolina Silverbell Halesia Carolina Carolina Willow Salix Caroliniana Common Persimmon Diospyros Virginiana Devilwood Osmanthus Americanus

Eastern Cottonwood Populus Deltoides
Eastern Hophornbeam Ostrya Virginiana
Florida Basswood Tilia Floridana
Florida Maple Acer Barbatum

Hercules Club Zanthoxylum Clava-Herculis

Honeylocust Gleditsia Triacanthos
Mockernut Hickory Carya Tomentosa
Overcup Oak Quercus Lyrata
Pecan Carya Illinoinensis

Pignut Hickory Carya Glabra Post Oak Quercus Stellata Aesculus Pavia Red Buckeye Red Maple Acer Rubrum Red Mulberry Morus Rubra Persea Borbonia Redbay River Birch Betula Nigra Sand Hickory Carya Pallida

Sassafras Sassafrass Albidum
Scrub Hickory Carya Floridana
Southern Bayberry (Wax Myrtle) Myrica Cerifera
Southern Red Oak Quercus Falcata
Sugarberry Celtis Laevigata
Swamp Chestnut Oak Quercus Michauxii
Swamp Cottonwood Populus Heterophylla

Swamp Tupelo Nyssa Biflora

Sweet Gum Liquidamber Styraciflua Sweetbay Magnolia Magnolia Virginiana

Turkey Oak Quercus Cerris
Water Hickory Carya Aquatica
Water Oak Quercus Nigra
Water Tupelo Nyssa Aquatica
Waterlocust Gleditsia Aquatica
White Oak Quercus Alba
Yaupon Holly Ilex Vomitoria

Category III: Cone-Bearing Evergreens

Eastern Red Cedar Juniperus Virginiana

Loblolly Pine Pinus Taeda
Long Leaf Pine Pinus Palustris
Pond Pine Pinus Serotina
Slash Pine Pinus Elliottii
Shortleaf Pine Pinus Echinata
Southern Red Cedar Juniperus Silicicola

Category IV: Ornamentals, Palms, and Small Understory Trees

American Plum Prunus Americana
Cabbage Palmetto Sabal Palmetto
Carolina Laurelcherry Prunus Caroliniana
Chickasaw Plum Prunus Angustifolia
Crape Myrtle Lagerstroemia Indica

Dahoon Holly Ilex Cassine

Eastern Coralbean Erythrina Herbacea
Eastern Redbud Cercis Canadensis
Flatwoods Plum Prunus Umbellata
Florida Chinkapin Castanea Floridana
Flowering Dogwood Cornus Florida

Fringetree Chionanthus Virginicus Littlehip Hawthorn Crataegus Spathulate Parsley Hawthorn Crataegus Marshallii

Possumhaw Holly Ilex Decidua

Southern Crab Apple Malus Angustifolia Southern Swamp Dogwood Cornus Stricta

Sparkleberry Vaccinium Arboreum Witch Hazel Hamamelis Virginiana

Appendix II

(Extracted from Hilton Head Island Land Management Ordinance)

Specimen Trees:

The purpose of the following Specimen Tree Table is to illustrate the minimum size (DBH) inches of specimen trees of species commonly found on Hilton Head Island. Since sizes given are the minimum specimen size for that species, all trees larger than those sizes are also considered specimen. Live oaks that are multiple trunked are also considered specimen when the sum of those trunks is 60 inches or greater.

Minimum Sizes of Specimen Trees

Species	DBH (inches)
Live Oak	35
Live Oak (sum of multiple trunks)	60
Laurel Oak	35
Water Oak	30
Red Oak	25
White Oak	20
All Hickories	20
American Elm	15
Loblolly and Slash Pines	35
Longleaf and Pond Pines	25
Loblolly Bay	15
Red Bay	20
Southern Magnolia	30
Bald Cypress and Pond Cypress	15
Black Gum and Sweet Gum	30
Red Maple	30
Spruce Pine	all sizes
Red Cedar	20
Sycamore	30
Black Cherry	25
Sassafras	12

ARTICLE SEVEN: PROHIBITED MATERIALS AND ACTIONS

A. NOT PERMITTED:

- 1. Impervious paving materials within 4 feet of the pedestal
- 2. Chimineas and Tiki torches
- 3. Wood-burning grills, pellet grills, charcoal grills, hibachis and wood-burning firepits
- 4. The use of gasoline, starting fluids or other uncontained flammables
- 5. Non-environmental blending colors for garden decorations
- 6. Commercial or advertising signage (only if approved by the Board of Directors)
- 7. Vulgar or distasteful messages on lots
- 8. For Sale signs
- 9. Synthetic materials for mulch or ground cover
- 10. Exposed gravel smaller than 1 inch or larger than 5 inches (river rock) on lots
- 11. On-site fuel storage other than propane or leaf blower fuel in U.L. approved containers
- 12. Lights attached to trees
- 13. Carpet permanently attached to decks, pads or patios
- 14. Moving the pedestal without:
 - a) an approved PEA
 - b) a permit from the Town of Hilton Head Island
 - c) written approval from Palmetto Electric
 - d) use of a licensed electrician
- 15. Fences
- 16. Clothes lines or drying racks
- 17. Dog lines
- 18. Gazebos, pergolas, or free-standing shade structures
- 19. Hanging lights
- 20. See flag guidelines described in ARTICLE FOUR, D. 11.
- 21. Any structure built on the slope of and into the lake
- 22. Structures other than an approved shed
- 23. Two cars on a lot are not permitted unless the pad at roadway is wide enough for side-by-side parking with both cars completely on the pad.
- 24. Covers on cars parked in the overflow parking lot at the Clubhouse
- 25. Mechanical repairs on a lot of any type of motorized vehicle except owner's motorcoach
- 26. Changing oil and all other vehicle fluids and filters in the resort except when done by service providers approved by Management
- 27. Reflectors (metal and plastic) and driveway markers

28. Ropes, chains, or cables across the entrance to a lot. This does not include temporary plastic barrier tape on lots being improved. Owners who wish to discourage entry to their lot shall use planters or pots placed toward the front of the entrance.

ARTICLE EIGHT: OTHER PROVISIONS OF GENERAL APPLICABILITY

- 1. The easement areas may be covered with pervious material for access to the sewer line and other utilities. The coverage will be removed at the owner's expense to allow for any necessary repairs. Replacing the coverage is strictly at the option and expense of the owner.
- 2. All man-made improvements including but not limited to pads, patios, decks, borders, sheds and any other structures, shall be of natural earth tone shades. All colors are to be stated in the Property Enhancement Application, with color samples attached for approval by the PEC.
- 3. Stain and paint colors to be used are limited to:
 - HHIMR approved Dark Brown
 - HHIMR approved Beige
 - HHIMR approved Gray
 - HHIMR approved Sage Green
 - Additional earth-tone stains are available; samples shall be included with the PEA.
 - Grayco Hardware usually carries approved colors. Other earth-tone colors may be submitted for consideration by the PEC.
- 4. Requests for pads over 1,200 sq. ft. require that the forms be measured before the concrete is poured. The owner or contractor shall notify the Office when concrete forms are ready for inspection.
- 5. Pervious coverage is defined as wood and stepping-stones with more than 10% spacing or pavers installed over sand per the manufacturer's requirements.
- 6. Vegetative growth between pavers is to be removed, to avoid slippery surfaces.
- 7. All old wood removed during deck repair or replacement shall be cut to 4 ft. lengths and placed at the front of the lot for removal. Contact the office to schedule a pick-up. Disposal fees are: \$25.00 per bench, \$50.00 per table and \$100.00 per deck.
- 8. Owners use of leaf blowers and other noise producing devices is limited to between 9:00 a.m. and 5:00 p.m. daily.
- 9. Owners may leave their car on their own lot only, without a coach present, for up to six weeks with an appropriate decal from the Office placed inside the car in clear view from the roadway.

ARTICLE NINE: COACH AND LOT APPEARANCE

When an owner is not in residence, the only items permitted to remain on the lot are outdoor patio furnishings, umbrellas, portable heater, firepit table, grill, storage box, steps, ramp and bicycles which shall be secured and covered with an environmentally blending colored cover which is a manufactured and designed cover for bicycles. All other items must be placed in their shed or removed from their lot and may be placed in an island rental storage facility. Owners are subject to fines for failure to comply.

1. Coach: The coach shall be maintained clean, washed and attractive at all times.

The roof shall be kept clean and free of debris.

Article XII (a) of the Declaration of Covenants provides that the Association may require annual approval of the coach's condition.

2. Garden and Planters:

Gardens and planters shall be maintained neat and weed free. Plant pots and urns shall be of natural, earth-tone colors.

3. Lots: Lots shall be maintained neat, clean and attractive.

Lots shall be kept in good repair to minimize accidents and injuries that might increase insurance rates or cause lawsuits against the resort.

Garden hoses shall be stored on reels and out of sight when not in use.

Plant coverings shall be removed from plants when frost danger passes.

Furniture may be protected with earth-tone covers when not in use.

4. Landscaping:

Shrubs shall be neat and trimmed to prevent unsightliness or overgrowth.

5. Lawns: Lawns shall be kept free of leaves and be kept mowed.

Lawn planting and maintenance is the owner's responsibility. If a lot is not maintained, Management shall have the right to perform necessary maintenance and landscaping and charge the cost to the owner

ARTICLE TEN: APPEAL PROCEDURE

The President shall appoint one member of the Board of Directors who is not on the PEC (and shall serve as Chairperson of the Committee) and at least two owners who have been owners for at least one year and who have prior experience interfacing with the PEC process shall constitute the Grievance Committee. Any owner aggrieved by a decision of the PEC may appeal that decision to the Grievance Committee. The Appeal Board shall meet with the owner and PEC members together to review reasons for the denial and to evaluate the impact of reversing the denial. The Grievance Committee may affirm or reverse the decision of the PEC in whole or in part (and in so doing, may grant one or more variances from these guidelines). The decision of the Grievance Committee shall be made in writing.

Any owner aggrieved by a decision of the Grievance Committee may appeal that decision to the Board of Directors, which may choose to hear the appeal or affirm the decision of the Grievance Committee without a hearing. The decision of the Board of Directors (including a decision not to hear the appeal) shall be included in the minutes.

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WAIVER by Owner of Liability Insurance

The Property Enhancement Application (PEA) used for lot enhancements includes a requirement to identify the contractor(s) who will perform the work outlined in the PEA. It is the policy of Hilton Head Island Motorcoach Resort that anyone performing work on an owner's lot, whether the individual or company is licensed with the State of South Carolina, carries liability insurance in the amount of at least \$1,000,000. If the PEA identifies an individual to perform work on an owner's lot who does not have the required insurance, the PEA shall be denied, unless the owner is willing to accept all liability for the work performed and any and all claims that result from the work.

Liability insurance is required not only to protect the property of the owner who is having the work done, but also to provide coverage in the event damage is done to a neighbor's lot, the common area or to persons. Insurance provides among other things, financial compensation to all those affected if repairs are required as a result of work being done on an owner's lot.

It is recognized that owners, from time to time, may choose to have work done by non-insured individuals. In this case the PEA can be approved ONLY if the owner of the lot identifies himself or herself as the "Contractor" or person responsible for doing the work. This places all liability on the owner whose lot is being enhanced, for damage to neighboring lots, the common area or individuals. Under this scenario, if the owner chooses to have someone provide assistance or direction of the performance of the enhancement, that owner accepts full responsibility for damages done by those providing assistance or direction.

While it is the desire of the management and the Board of Directors of Hilton Head Island Motorcoach Resort to encourage lot enhancements, it is also their desire to protect the common area and all owners' lots against incidental damage caused during the enhancement process. Management therefore encourages all owners to use only individuals and/or contractors who have the necessary liability insurance.

If you elect to allow a nonconforming person or contractor to perform improvements on your lot, please sign below in which case you agree to accept any and all liability for damage as described above, and you as owner agree to hold harmless and indemnify Hilton Head Island Motorcoach Resort, its employees, officers, directors and all committee members against all liabilities resulting from work performed by or on behalf of you as owner. (This waiver must be attached to your PEA for lot enhancement approval.)

Owner's Name:	Tel #:	Date:	
Signature:		Date:	