

Palmetto Dunes Resort Regulations

Pursuant to Section 14.1 of the 2004 Amendment to the Consolidated Limited Residential Covenants of Greenwood Development Corporation and also pursuant to Section 13.1 of the 2004 Amendment to the Consolidated Multi-Family Covenants of Greenwood Development Corporation, said Limited Residential Covenants and Multi-Family Covenants hereafter collectively referred to as "Covenants", each of which as may be subsequently amended, the following Regulations are adopted effective with the recording of the said respective 2004 Amendments in the Office of the Register of Deeds for Beaufort County. These Regulations may be amended without further amendment to the Covenants. Certain of these Regulations are, for the sake of convenience, restated from the Covenants. Any omission of any other provisions contained in the Covenants shall not be construed to in any way diminish or modify the Covenants.

A. ROADS AND STREETS

1. No golf carts may be operated on the roads and streets in Palmetto Dunes Resort except those being used by golf course operations, property maintenance and housekeeping or those being transported between golf cart maintenance or storage areas and the golf pro shop area and those utilized by golfers within designated cart path areas, including those areas which cross the roads. Greenwood may assess a fine for violation of this provision in the amount of \$50.00.
2. The roads and streets in Palmetto Dunes Resort are for the exclusive use of automobiles, authorized trucks and buses. The term "automobile," as used in all PD Covenants, shall be deemed to mean a four wheel passenger motor vehicle which meets all criteria for operation on an interstate highway within the state of South Carolina. All other vehicles, including, but not limited to motorcycles, motorbikes, motorized scooters, go carts, mopeds or all-terrain vehicles may be not operated anywhere within Palmetto Dunes Resort. Greenwood may assess a fine for violation of this provision in the amount of \$50.00.
3. Section 3-19 of each of the aforementioned set of Covenants requires compliance with all "No Parking" signs and other restricted parking signs as they are posted within Palmetto Dunes Resort. Greenwood may engage a towing company to remove vehicles parked in violation of such signs. The owners of any vehicles towed shall be required to pay the cost of towing and storage before their vehicles may be recovered. Additional fines may be assessed as provided below in Section A.4 of these Regulations.
4. In addition to penalties assessed by the State of South Carolina under the Uniform Act Regulating Traffic on Highways, Greenwood may assess the following fines:

	Fine
a. Speeding less than 15 miles per hour over the limit	\$ 50.00

b. Speeding more than 15 miles per hour over the limit	\$100.00
c. Failure to obey "stop", "yield" or other traffic control devices	\$ 75.00
d. Violation of any other South Carolina Uniform Traffic law (e.g. driving under the influence; driving without a license; driving the wrong way, etc.)	\$ 50.00
e. Parking in fire or emergency lane	\$100.00
f. Parking in an unauthorized spot	\$ 50.00
g. Parking in any non-commercial parking area without proper decal or pass	\$ 50.00
h. Failure to have vehicle registered and/or licensed	\$ 50.00

B. BICYCLES

Bicycle riders must obey all signs and ride only on marked bicycle paths. Bicycle riders are not permitted to ride in prohibited areas, including but not limited to golf cart paths unless expressly permitted to do so. Bicycle riders may be required to possess a bicycle tag. The fine for violation of this provision is \$50.00.

C. LAGOONS

Only self-propelled (such as canoes and kayaks) and electric powered boats are permitted in the lagoons. No commercial fishing or other commercial use is allowed without prior approval in the form of a license issued by Greenwood. Boats and fishing must comply with South Carolina law. The entire lagoon system is a no wake zone. Property Owners are responsible to keep bushes and trees from hanging into the lagoon and must remove any that fall into the lagoon. All docks and bulkheads shall be maintained in good repair so as to prevent any unsightly, unclean, unsafe or unkempt condition. The fine for violation of this provision is \$75.00.

D. RENTAL PROPERTIES

Property Owners who rent their Property shall not allow their Property to be occupied by more persons than are permitted pursuant to the terms of the rental agreement or lease. Property Owners who rent their Property shall likewise not allow the number of vehicles permitted pursuant to the terms of the rental agreement or lease to be exceeded. Similarly, those guests or lessees of the Property Owner (i.e. Property Owner's Guests) shall not occupy the Property with more persons permitted pursuant to the rental agreement or lease and shall not have more vehicles on the Property than the number permitted pursuant to the rental agreement or lease. The fine for violation of this provision is \$200.00 for each day that the permitted occupancy by persons or vehicles is exceeded.

E. MISCELLANEOUS

1. UNAUTHORIZED ENTRY.

All areas behind the gates and residential areas outside the gates are for Property Owners and authorized Guests and commercial deliveries. No vehicle may enter these areas without a proper pass or decal. The fine for violation of this provision is \$75.00.

2. COVENANT VIOLATIONS.

- a. The Covenants and Resort Regulations set forth certain requirements, rules and regulations. Examples of such include, but are not limited to, prohibitions against sound devices (no exterior speakers, horns, whistles, bells or other exterior sound devices),live music, exterior lights or signs, improper storage of boats, trailers or trucks, failure to control/leash pets, unkempt yards, landscape debris, and /or offensive activity. Offensive activity includes, but is not limited to, a nuisance or any noisy behavior, bright lights, loud hi-fi or any other unreasonable behavior which deprives residents from the peaceful enjoyment of their homes. The fine for any violation of the Covenants and Resort Regulations shall be \$75.00 unless a fine in another amount is specifically provided.
 - (b) The use of the property for an outdoor event of 50 or more people not hosted and attended by the property owner will require the host of the event to
 - i. preregister as hereinafter set forth in paragraph H and
 - ii. enter into an Event Agreement with the PDPOA formalizing the terms and conditions under which the event will be conducted. The fine for any violation of the Covenants and Resort Regulations for an event subject to this subparagraph (b) shall be \$5000.00.
- b. In addition to the fines set forth above, the PDPOA may refuse to issue an access pass to the guests of the property owner or host until the violation has been corrected to the satisfaction of the PDPOA. The PDPOA may also seek any other remedy provided under the Covenants and Resort Regulations as well as injunctive relief and any other remedy existing at law or in equity for violations of this Section E., subparagraph 2.

3. CONTRACTOR COMPLIANCE.

Contractors, subcontractors, landscapers, rental companies, caterers and all other service providers (herein after referred to as “Contractors”) who enter and/or use the private roadways within the residential areas of Palmetto Dunes Resort shall be subject to these Regulations, including being subject to the enforcement provisions set forth in the Regulations. In consideration for obtaining access into Palmetto Dunes, either on a daily or periodic basis, each Contractor agrees that the acceptance of such a vehicle pass for access constitutes an agreement to comply with these Regulations and the Covenants, including being subject to the enforcement provisions set forth in these Regulations.

- a. Contractors are prohibited from solicitation, improper storage of construction equipment (such as forklifts, dumpsters, trailers, cars, and trucks) on a building site or on "Common Property", causing the existence of unkempt yards, landscape debris, dumping of trash or debris and working during restricted hours. Contractors are also subject to additional rules contained in the Architectural Review Board's Policies, Procedures and Guidelines as those policies may be amended from time to time, and which policies are cross referenced and incorporated by reference herein. Greenwood may

assess a fine for violation of this provision in the amount of \$100.00

- b. Commercial vehicles utilized by Contractors are responsible for damage done to any private property within Palmetto Dunes Resort and to the Common Property, including damage to curbs, road pavement, the adjacent rights of way, landscaping and irrigation systems. Operators of commercial vehicles are responsible to clean up any spills on roads or other property. Contractors shall be liable for any damage caused. Greenwood may also assess a fine for violation of this provision in the amount of \$100.00
- c. More than two violations of any of the foregoing provisions or failure to pay any fine for violation of any of these provisions may result in any of the remedies being imposed in the Covenants and these Resort Regulations including the loss of an access decal and other privileges and PDPOA may refuse to grant future access into Palmetto Dunes Resort or revoke the privilege of doing business in the resort.
- d. Any Contractor who aids or assists an owner or renter in the violation of Section E., subparagraph 2, above shall be subject to the same penalties as the owner or renter of the property.

4. DAMAGE TO PROPERTY

Property Owners, and Property Owner's Guests, who enter into the Resort upon authorization derived from the Property Owner's ownership of real property within Palmetto Dunes are responsible for the damage they cause to private property and Common Property, including damage to curbs, road pavement, road rights-of-way, landscaping and irrigation systems. They are responsible for the cleanup of spills on roads or other property. In addition to liability for damage and the responsibility for mitigation of any damage, Greenwood may assess a fine in the amount of \$100.00.

5. CONTINUING VIOLATIONS

With respect to any continuing violation, each day that the violation occurs or remains uncorrected, it may be treated as a separate violation. Additional fines may be imposed for each such additional day that the violation continues.

6. REPEAT OFFENSES

If a second or subsequent violation of the same nature is made within 30 days of a previous violation, then the fine for such violation is double the amount of the fine for the previous violation.

F. ARB POLICIES, PROCEDURES AND GUIDELINES

PDPOA may from time to time adopt regulations known as the Architectural Review Board Policies, Procedures and Guidelines (the ARB PP&G). Any violation of regulations then in effect will subject the Property Owner and any contractor, subcontractor, landscaper or other service provider to the fines and sanctions contained therein and in these Regulations. Any fines may be deducted from (but are not limited to the amount of) any Compliance Deposit held by the ARB.

Fines beyond the amount of any Compliance Deposit shall be due as provided in the PP&G and in these Regulations.

G. ACCESS SANCTIONS

Commercial Access: PDPOA may revoke the access decal of any contractor, subcontractor, landscaper or other service provider who fails to pay any fine provided by these Resort Regulations or is otherwise in violation of the Covenants or these Resort Regulations. Such party will be denied access into Palmetto Dunes Resort until such fine is paid or violation corrected.

Property Owner Access: For any Property Owner who fails to pay any fine provided by these Resort Regulations or is otherwise in violation of the Covenants or these Resort Regulations, PDPOA may issue (in lieu of any annual decal) a 14 day decal to such Property Owner or their immediate family members upon the property owner's request. The 14 day decal may be renewed upon the Property Owner appearing in person at the PDPOA offices and requesting a new 14 day decal. Further, with respect to any Property Owner who has failed to pay any fine provided by these Resort Regulations or is otherwise in default under the Covenants or these Resort Regulations, PDPOA may revoke such Property Owner's PIN number and such Owner shall appear in person to obtain passes for any guests or invitees.

H. REGISTRATION OF EVENTS

Use of property for an outdoor event involving 50 or more people that is not hosted in person by the property owner must be preregistered by the host of the event with the PDPOA in writing. Such preregistration shall include the information set forth in the form attached hereto as Exhibit "A".

REFERENCE TO REGULATIONS. These Regulations shall be referred to as "Palmetto Dunes Resort Regulations dated January , 2012". These Regulations may be amended and/or restated from time to time, any such amendments to reflect the subsequent effective date. These Regulations have been adopted as supplements to both the Consolidated Limited Residential and Consolidated Multi-Family Covenants referenced above.

- I. These amendments will be deemed effective May 1, 2012. PDPOA will give thirty days notice to all property owners of the amendment prior to such effective date.

EXHIBIT "A"

PREREGISTRATION OF SPECIAL EVENTS

THE PALMETTO DUNES RESORT REGULATIONS REQUIRE THAT WHEN PROPERTY IS TO BE USED FOR AN OUTDOOR EVENT INVOLVING 50 OR MORE PEOPLE AND IS NOT TO BE ATTENDED BY THE PROPERTY OWNER THE EVENT MUST BE PREREGISTERED BY THE HOST WITH THE PALMETTO DUNES PROPERTY OWNERS ASSOCIATION, INC.(PDPOA) IN WRITING. THE WRITING MUST BE GIVEN TO THE PDPOA AT LEAST 45 DAYS BEFORE THE DATE THE EVENT IS SCHEDULED AND SHALL INCLUDE THE INFORMATION SET FORTH BELOW.

Date of the event

Number of attendees

Address of the Property

Name, address, telephone number and e-mail address of the owner

Name, address, telephone number and e-mail address of any host

Name, address, telephone number and e-mail address of service providers (rental companies, caterers, etc.)

Description of the event details (music, dancing, service of liquor, wine, beer, decorations, etc.)

The PDPOA has extensive restrictions on the use of property for outdoor events. For example, at such an event temporary outdoor lights or signage, temporary structures such as tents, portable rest rooms and/or exterior speakers or other sound devices is strictly prohibited. Any noisy behavior, bright lights , or unreasonable behavior which deprives residents from the peaceful enjoyment of their homes is prohibited. In addition there are restrictions against improper storage of boats , pets must be under leash or otherwise controlled, yards must be kept properly, debris removed, trash kept in service yards, etc.. There are strict limitations on parking and at any event with such number of people arrangement must be made with PDPOA to control parking. If there is any question concerning the allowed use of the property the host of the event should contact the PDPOA.

Due to the number of people at the event, the PDPOA deems it necessary that security officers be present at the event to insure compliance with the Covenants and Resort Regulations. The expense of providing such officers shall be borne by the host of the event..

The host shall deposit with the PDPOA a deposit in the amount of \$5000.00 to insure compliance with the Covenants and the Resort Regulations and the cost of security officers, which amount will be forfeited in the event of violations. In addition the PDPOA may refuse or withdraw an access pass to the guests of the owner/renter until the violation is corrected to the satisfaction of the PDPOA.

If the host of the event is a renter, such renter has advised the property owner of the event and the owner has given his consent.

The host agrees to abide by the Covenants and the Resort Regulations

A written agreement between the host and the PDPOA will be executed formalizing the obligations of the parties. Such agreement shall contain provisions relating, but not limited to, a deposit by the host to insure compliance with the Covenants and Resort Regulations, the presence of PDPOA security officers to monitor the event, requirements relating to notices by the host in advance of preregistration, meetings between the host and PDPOA and parking and traffic patrol.

Name of Property Owner

Name of Host of the Event

Signature of Host of the Event

Dated
