

*Hampton Lake*

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**HAMPTON LAKE COMMUNITY  
ASSOCIATION, INC.  
RULES AND REGULATIONS**

Spring 2017  
Seventh Edition

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## **Hampton Lake Community Association, Inc. Rules & Regulations**

The Hampton Lake Rules and Regulations (“Rules”) were developed to enhance the quality of life for each property owner in Hampton Lake and to eliminate activities that work to the detriment of this goal. The Board of Directors (“Board”) of Hampton Lake Community Association, Inc. (“Community Association”) reserves the right to modify or amend any or all Rules set forth herein or otherwise established without notice. These Rules apply in addition to the restrictions set forth in the Community Charter for Hampton Lake Community Association, Inc. and Provisions for Membership in Hampton Lake Community Association, Inc. (“Community Charter”), the By-Laws of Hampton Lake Community Association, Inc. (“By-Laws”) and the Hampton Lake Design Guidelines (“Design Guidelines”). Except as otherwise specifically provided herein, in the event of any conflict or ambiguity between the provisions of these Rules & Regulations and the provisions of the Community Charter and By-Laws, the provisions of the Charter and By-Laws shall control. In the event of any conflict between notice requirements as set forth in the Charter and By-Laws and the notice requirements of these Rules & Regulations, the notice requirements as set forth in the Charter and By-Laws shall control. All terms in these Rules & Regulations which are not defined shall have the same meanings as set forth in the Community Charter or By-Laws. The exercise of discretion in approving or enforcement shall not be construed as a waiver of approval or enforcement rights, nor shall it preclude the Board from taking enforcement action in any appropriate circumstances.

### **1. General Rules**

- 1.1.** The Hampton Lake amenity center (“Lakeside”) will be open seven days a week with a published operating schedule. Each facility will be opened and closed based on seasonal use.
  
- 1.2.** All persons, whether employee or Member will be treated with dignity at Hampton Lake. Therefore, no Member of the Community Association (“Member” which term for purposes of these Rules and Regulations will include all designate users allowed by the Community Association as discussed below, including Board Members) or guests may reprimand or discipline any employee, either verbally or otherwise. All employees are under the ultimate supervision of the General Manager, and no Member or guest shall reprimand or discipline any employee. No Member may direct any employee off of Community Association property for any reason. A Member may not request personal services from an employee who is on duty. A Member or guest may not dismiss Community Association personnel from a work area on any pretext.

**1.3.** A Member (including Board Member) shall not approach another Member or his/her guests with the intention of enforcing the Rules. Any violation of the Rules should be brought to the immediate attention of the General Manager who is authorized to enforce the Rules, Community Charter and the By-Laws. Members who notice a violation after normal business hours should notify Gatehouse Services.

**1.4.** Cell phones are allowed within the Lakeside buildings but must be in silent or vibrate mode. Members or guests who make or receive a call in any indoor Lakeside area, must step outside to use a cell phone.

**1.5.** While on Community Association property, Members and guests are subject to all local and state laws governing operation of a vehicle, including, but are not limited to, legal driving age, proper licensing, rules of the road, and speed limit. The Community Association reserves the right to enforce driving restrictions that are more restrictive than state or local laws.

**1.6.** An adult is considered to be any person having reached 21 years old or older.

### **1.7. Attire**

**1.7.1.** The dress code at Hampton Lake is casual. Blue jeans, denim and other casual attire are encouraged. T-shirts and/or shirts with logos or images that are offensive in nature, as determined by the General Manager, will not be permitted.

**1.7.2.** Inappropriately dressed Members and guests will be asked to change and may, at the discretion of Community Association personnel, be refused service.

**1.7.3.** The General Manager, at his discretion, may modify the dress standards for special activities or functions.

## **2. Membership**

### **2.1. Membership Charges**

**2.1.1.** Dues and fees will be prorated for the first dues period from the closing date of the transaction in which the Membership is acquired.

**2.1.2.** The Member's account shall be due and payable as provided in Paragraph 2.2, Section 2.2.1 below.

**2.1.3.** Each Member including the designated Member (as defined in section 3.2) of an entity that owns property in Hampton Lake shall be jointly and severally liable for all dues, fees and other charges and liabilities associated with the Membership and

will be legally and financially responsible for his or her acts or omissions as well as those of his or her immediate family and guests.

**2.1.4.** In the event of a Member's death, the heirs, successors, assigns and estate of the Member shall be liable, to the extent permitted by law, for any dues accrued and charges incurred by the Member and as per the Community Charter and By-Laws.

## **2.2. Delinquent Accounts**

**2.2.1.** Payments for Member assessments and charges appearing in a monthly statement are due upon receipt and payment should be received no later than the end of the month that the statement is received in order to avoid being past due.

**2.2.2.** Example – February charges billed to Members on their statement received in early March are due upon receipt but must be paid before the last day of March to avoid being past due. April 1st, these charges become past due and will trigger the beginning of the process outlined in this policy.

**2.2.3.** The Member's account may be charged an Administrative Fee of 1 ½% per month on all unpaid balances carried forward from the previous month-end. This charge is computed and assessed automatically by the accounting system.

**2.2.4.** The first statement which indicates an account is not current will trigger a reminder notice that the account is past due on the statement.

**2.2.5.** On the next statement date, the Member's statement is accompanied by a letter (60-day letter) advising the following actions may be taken:

- The account remains past due and the Administrative Fee has been charged.
- All Hampton Lake Member privileges (including amenity use) could be suspended.

**2.2.6.** On the next statement date, the Member's statement is accompanied by another letter (90-day letter) advising the following actions will be taken:

- The account remains past due and the Administrative Fee has been charged.
- All Hampton Lake Member privileges (including use of the amenities) are suspended.

**2.2.7.** On the next statement date, the Member's account is now 120 days past due. The statement will be mailed to the owner and the following actions will take place.

- The Member’s account will be forwarded to Hampton Lake’s Attorney to send a formal demand for collection. The firm will also initiate a “Title Search”, and subsequently placing of a “Lien” on the subject Property. Additionally a personal judgment may be sought and if obtained filed with the Court for the full amount due.
- The Member’s account will be charged for all related attorney’s fees relating to the collection of this matter.

### **2.3. Membership Correspondence**

**2.3.1.** Members should express their constructive comments concerning the Management, service or operation of the Community Association, in writing, to the General Manager. Questions in billing charges should be directed to the Accounting department.

All correspondence to the Community Association should be addressed to:

General Manager  
Hampton Lake Community Association, Inc.  
200 Hampton Lake Crossing  
Bluffton, SC 29910

## **3. Community Access**

### **3.1. Property owners:**

**3.1.1.** All vehicles using the roadways of Hampton Lake must have: a valid state registration and license plate, a valid Hampton Lake member decal OR a valid guest / visitor pass, commercial decal or employee decal properly displayed.

**3.1.2.** All Hampton Lake owners are required to have a current HL annual decal for front gate access and may obtain a barcode decal for entry at the South Gate. These decals are required for all member vehicles including cars, trucks, motorcycles, mopeds, and golf carts. If the decal for the current year is not procured and put in place on the member’s vehicle during the “Annual Registration Period” designated by the general manager, access to any area except the home site will be denied 24 hours later and until the new decal is in place

- 3.1.3.** Decals and bar codes are to be surrendered by homeowner to Member Services when transfer of property occurs.
- 3.1.4.** For part-time residents and/or lot owners, renewal decals must be obtained during the annual renewal period or upon the first visit after February 15.
- 3.1.5.** New owners during a calendar year may receive their registration, access decals, and bar codes upon proof of membership.
- 3.1.6.** Hampton Lake Community Association reserves the right to deny, cancel, or remove a decal or pass if it is not used in accordance its Rules and Regulations.
- 3.1.7.** All decals and passes are issued to one specific vehicle. Transferring decals or passes to another vehicle is prohibited. Family members of Members who do not permanently reside with the Members are not entitled to decals. If a Member changes vehicles during any time in the year for any reason, the old decal and bar code stickers must be removed and surrendered. The member must register the new vehicle and obtain new decals.
- 3.1.8.** “Commercial vehicles”, which are used by a Member as both a private and commercial vehicle, must display a member decal. “Commercial vehicles” are defined as those which have lettering or other evidence of commercial use such as pipe racks, ladders, etc.
- 3.1.9.** Membership decals will be issued to Members for privately owned vehicles. Vehicle registration forms are available at the Gatehouse. Car decals are not transferable and must be affixed to the car for which registration was submitted. Failure to do so may result in denial of entry into the Community Association premises. Car decals are available to Members or designated members (Section 3.2). South Gate access decals (bar codes) are non-transferable and are available through Membership Services. One South Gate bar code decal will be issued to each owner. Additional decals may be purchased for member-owned vehicles. The General Manager, at his discretion, has the right to deactivate or change entrance codes to the back gate.
- 3.1.10.** Owners that have adults permanently residing in their home may obtain decals and bar codes for the resident’s vehicle. Evidence of permanent residence is both a current SC Driver’s license with a Hampton Lake address and a current SC vehicle registration with a Hampton Lake address. For the purpose of amenity use, adults permanently residing in a member’s home, with the member, are considered “house guests”.



## **3.2. Designated Users**

- 3.2.1.** As defined in the Community Charter, if the owner of a home site is a corporation, a partnership or other legal entity, the owning entity shall designate an officer, director, partner, or trustee as the Member of record for the home site. This designation must be in writing to the Community Association's Secretary and can change designation two (2) times per year. The designated user must complete a Member profile, read, sign and return the rules and regulation acknowledgement form at the end of this document.
- 3.2.2.** As provided in the Community Charter, the Community Association may allow use of the Common Area facilities by persons other than Owners at Hampton Lake and may establish the use terms and fees for such use by non-Owners. Any such designated user shall be required to complete a user profile and/or other documents as required by the Community Association, including an acknowledgment that such user has read and will abide by these Rules and Regulations.
- 3.2.3.** In the same manner as owners leasing property, Lot Owners may "Designate Users" to allow use of the Common Area facilities by persons other the Owner at Hampton Lake and may establish the use terms and fees for such use by non-Owners. Such designation must be in writing and be for a period of at least 6 months. Any such designated user shall be required to complete a user profile and/or other documents as required by the Community Association, including an acknowledgment that such user has read and will abide by these Rules and Regulations, in the same manner as rental tenants. The general rule is 1 Lot/Unit = 1 membership. Thus owners lose their "user" privileges for any Lot/Unit where they have designated a user.

## **3.3. Gatehouse Services**

- 3.3.1.** The Community Association provides twenty-four (24) hour gated entry control and patrol for all areas of the Community Association.
- 3.3.2.** Entry Control officers are licensed by S.L.E.D. (South Carolina Law Enforcement Division), and are trained on property by the Entry Control contractor and certified S.L.E.D. trainers. Entry Control officers are responsive

to Member's needs and maintain keen observation of the property. The Entry Control officers are instructed not to place themselves in personal danger and are to use the resources of the Beaufort County Sheriff's Department in dangerous or potentially harmful situations.

**3.3.3.** Guests of Members must have a community pass (available at the Main Gate) for entry. Members may request guest passes by e-mailing or calling in guest lists to the Gatehouse Services up to seven days before guest arrival. For emailing, GatePass@Hamptonlakeclub.com should be used; and requests by phone should be to (843)836-7490.

**3.3.4.** A resident who will be away from his/her home for an extended period of time may obtain an Absence Form at the Main Gate. This provides the Community Association with contact information, caretaker information, and reasonable special requests. Special requests shall be acknowledged in writing by the Security Supervisor (email securitysupervisor@hamptonlakeclub.com).

#### **3.4. Owner's guests:**

**3.4.1.** Guests are welcome at Hampton Lake. Sponsoring Members may authorize their guests' access to Hampton Lake by calling the Gatehouse for a daily pass. Sponsoring Members are asked to provide the Gatehouse with their guests' name, vehicle description, and nature of visit. Passes should be displayed on the left front dash of the guests' vehicle while visiting Hampton Lake.

**3.4.2.** Guest charges for any services will be charged against the sponsoring Member's account unless, upon prior written approval of the General Manager, a guest has been issued temporary charge privileges upon presentation of a valid credit card. Regardless, all charges unpaid within 30 days will be charged against the sponsoring Member's account.

**3.4.3.** All guests must adhere to the Rules, By-Laws, Community Charter and any other guidelines set forth by the Community Association. The sponsoring Member is responsible for the conduct of a guest and shall ultimately be responsible for all charges incurred by the guest while using the Community Association. If the manner, conduct, or dress of any guest is deemed to be unsatisfactory, the sponsoring Member shall, at the request of the General Manager, cause the guest to surrender guest privileges and leave the Community Association property.

**3.4.4.** Guest passes may be issued for up to 7 days.

### **3.5. House Guests**

- 3.5.1.** A “House Guest” is defined as a guest who is temporarily residing in a Member’s residence within the Community Association property.
- 3.5.2.** House Guests must be registered by the sponsoring Member prior to the arrival of the guest and will receive a “House Guest” pass from Gatehouse Services.
- 3.5.3.** House Guests are permitted to use the amenities when accompanied by the sponsoring Member in accordance with the Rules. Sponsoring members are encouraged to be with their guests when they are utilizing HL “public” facilities, such as Backwater Bill’s. The sponsor is required to be present with the guest at “non-public” facilities, such as the pool. There are exceptions for family members in the rules.
- 3.5.4.** The Community Association reserves the right to require identification from a House Guest from time to time. House Guests may be charged guest fees for use of the amenities as determined by the General Manager from time to time. House Guest privileges may be limited, from time to time, at the discretion of the General Manager.
- 3.5.5.** Guests are always welcome and encouraged at Hampton Lake. Sponsoring members must authorize their guests' access to Hampton Lake in advance by emailing (Gatepass@Hamptonlake.com) or calling the Gate House (843-836-7490) for a daily pass. Sponsoring members may be asked for the guest's name, vehicle description, and nature of visit. Passes must be displayed at all times on the visitor's left front dash while visiting Hampton Lake.
- 3.5.6.** House Guest passes may be issued for extended periods at the discretion of the General Manager.
- 3.5.7.** Guests must abide by all Hampton Lake guidelines, rules, and regulations. The sponsoring member is ultimately responsible for the behavior, manner, conduct, and attire of the guests as well as any damages irresponsibly created by their guests.

### **3.6. Rental tenants / Leasing of Units:**

- 3.6.1.** Except as otherwise specifically provided herein, Owners (excluding Hampton Lake, LLC and its affiliates) may only rent improved Units for which a certificate of occupancy has been issued and may only rent such improved Units

for periods of six (6) months or greater and may not rent improved Units for periods of less than six (6) months. Notwithstanding the foregoing, leases of improved Units for less than six (6) months may be entered into by Hampton Lake, LLC and/or its affiliates and by any Owner authorized in writing by Hampton Lake, LLC to lease such Owner's improved Unit for less than six (6) months. Any Owner authorized in writing by Hampton Lake, LLC to lease such Owner's improved Unit for less than six (6) months may continue to do so even upon termination of the Declarant Control Period (except as otherwise provided in the written authorization given by Hampton Lake, LLC).

**3.6.2.** Any Owner (excluding Hampton Lake, LLC) leasing such Owner's improved Unit shall give written notice of such lease to the Hampton Lake Management within ten (10) days of entering into such lease, which notice shall provide the name and address of the intended lessee, a copy of the lease such other information as the Board may reasonably require.

**3.6.3.** Lessees must obtain vehicle decals.

**3.6.4.** The owner is responsible for assuring the renter is aware of all rules and regulations, including speed limits and safety rules.

### **3.7. Service workers:**

**3.7.1.** All persons entering Hampton Lake who are not guests of a Member and are performing a service for a fee are required to purchase either a day or annual pass. Gate passes for domestic service workers (e.g., health care providers, house sitters, house cleaners, and pet sitters) are available at half the regular price for commercial passes. Baby sitters are exempt from this requirement and may be issued a guest pass each time they baby sit.

### **3.8. Contractors:**

**3.8.1.** Contractors are permitted entry to Hampton lake to work between the hours of 7AM and 6PM (7PM during daylight savings time) Monday thru Saturday.

**3.8.2.** No work without prior approval from the ARB, except in emergencies, is permitted inside or outside on any Sundays, New Year's Day, **Memorial Day, July 4th,** Thanksgiving Day or Christmas Day. In the event of an emergency, the member shall notify Security to authorize commercial access and work during no-work periods.

**3.8.3.** Contractors are not permitted to enter Hampton Lake for use of its facilities or amenities.

### **3.9. Visitors & Prospective buyers:**

**3.9.1.** Prospective Buyers must check in at the HL Sales Office before being issued a one day visitor pass. Normally they should be accompanied by a HL sales representative but occasionally will be touring the amenities on their own.

## **4. Activity Centers**

### **4.1. Pool Complex: Pool Rules & Regulations**

**4.1.1.** Each Member and guest has the responsibility to adhere to the pool rules and regulations as outlined and posted by the Department of Health and Environmental Control.

**4.1.2.** Glass containers, glass objects and sharp objects are not permitted in the pool area.

**4.1.3.** Coolers are permitted at the pool and beach but are restricted to coolers that **can be placed under the lounge chairs (dimensions no larger than 14 x 20 inches & 14 inches high will fit under the lounge chairs.)** Coolers may only contain food and beverage when Backwater Bill's and Tower Bar are closed and not serving food or beverage. Coolers may be used at any time for the provision of food and drinks for infants or young children under the age of 5.

**4.1.4.** During hours Backwater Bill's or the Tower Bar are open, only **food or** alcoholic beverages purchased from BWB or the TB are permitted in the pool complex and beach.

**4.1.5.** All swimmers must wear appropriate swimming attire.

**4.1.6.** The staff has full authority to enforce these rules and regulations.

**4.1.7.** Swimming or use of the pool deck and associated facilities is permitted only during posted hours.

**4.1.8.** Use of the pool facilities is at the user's own risk.

- 4.1.9.** Any person with a health problem that may be contagious to others by use of the pool is specifically prohibited from using the pool.
- 4.1.10.** All pets are prohibited from the pool, beach, and playground.
- 4.1.11.** Reserving lounges, chairs, cabanas, Cool Huts, Sunbrellas and other pool equipment when members/guests are not present in the pool areas is prohibited. They are provided by the Community Association and may be used on a first come first serve basis. When members depart the pool area, they are available for other members.
- 4.1.12.** Members and guests should not leave personal items unattended. The Community Association accepts NO responsibility for any item left unattended (whether in the Pool area, or any other area of the Community Association).
- 4.1.13.** Members may bring up to two guest families to enjoy the pool facilities at any given time. Members must accompany their guests. For groups of 10 &/or three families or larger, members must contact the club Member Relations Director 48 hours in advance to insure the group can be accommodated, and, at the discretion of Management, a fee of \$50 may be charged.
- 4.1.14.** The following guests may enjoy the pool facilities without being accompanied by a member: Family members, Sneak-A-Peek guests, and guests granted pool access at the sole discretion of the developer (Reed Development).
- 4.1.15.** Family members are defined as spouses, children, siblings, parents, grandparents, and grandchildren.
- 4.1.16.** Trash should be disposed of in appropriate containers.
- 4.1.17.** Children thirteen (13) years of age and under are permitted to use the pool facilities only if accompanied and closely supervised by an adult. Such adult will be responsible for the child's safety and conduct, even when pool attendants (if any) are on duty. Infractions of the pool rules may result in children being asked to leave the pool.
- 4.1.18.** Children in diapers and those not toilet trained are not permitted in the pool. Parents who have children in diapers and wish to use the children's pool shall dress their children in swim diapers and vinyl swim diaper covers designed and designated for use in pools. Both swim diapers and vinyl diaper covers are available in the Tackle Box.

- 4.1.19.** Flotation devices are permitted for non-swimming children. Any child who cannot swim must be accompanied in the pool by a parent or adult. Use of floats, beach balls, rings, etc. may be restricted at the discretion of the pool staff.
- 4.1.20.** Horseplay, profanity, disruptive conduct, diving, and smoking in the pool, pool deck area **or the beach** are strictly prohibited.
- 4.1.21.** The pool staff reserves the right to close any of the pool areas for maintenance, repair, or due to inclement weather.
- 4.1.22.** Members and guests should shower before entering the pool.
- 4.1.23.** The use of the adult pool area is for ages 21 and older and is designated as a quiet area. Members & guests are required to monitor their children as it applies to this rule. All electronic devices must use headphones.
- 4.1.24.** Benches and baby changing stations are provided in the outdoor pool restrooms/changing rooms for the convenience of members, their families, and guests. For this reason, locker rooms in the Fitness Center should only be used for Fitness Center-related activities.
- 4.1.25.** **Members must check in with the pool attendant upon entering the pool area or beach.** Members must ensure their profile/pictures are on file with the management in order to access the pool.
- 4.1.26.** Food may not be consumed **or taken into** the water.
- 4.1.27.** Smoking is prohibited in the pool and beach areas (i.e. Sandy Point).

## **4.2. Spa/Fitness Center: General Fitness Rules**

- 4.2.1.** All Members and guests must sign in at the front desk.
- 4.2.2.** No wet bathing suits or bare feet are permitted inside the Fitness Center.
- 4.2.3.** Locker rooms are not to be used by pool guests. Restrooms and changing rooms are available at the pool house adjacent to Adventure Lagoon.
- 4.2.4.** Use of the Fitness Center is permitted only during open hours.

- 4.2.5.** Ten (10) complimentary guest visits to the Fitness Center are allowed per Member account. Guests will be charged ten dollars (\$10) per visit thereafter; or members may purchase weekly, monthly or annual passes for each guest. Guest visits will be considered on a per person basis.
- 4.2.6.** No physician or nurse will be on duty.
- 4.2.7.** The use of all fitness equipment and exercise in all fitness areas requires closed-toed shoes.
- 4.2.8.** Any Member or guest with health or physical problems should first consult his or her physician before using any of the exercise equipment or participating in any exercise classes.
- 4.2.9.** All persons must obtain instruction on how to use any equipment before attempting to operate it.
- 4.2.10.** Children under sixteen (16), with parental supervision, will be permitted to participate in age-specific programs hosted by Fitness Center staff. Otherwise children under sixteen (16) years of age are not permitted to use the Fitness Center. Children between the ages of 16 to 18 may use the Fitness Center with written parental consent provided to the fitness staff and the Hampton Lake General Manager.
- 4.2.11.** Horseplay, profanity, disruptive conduct, smoking and eating in the exercise areas are strictly prohibited.
- 4.2.12.** Use of the aerobics, Pilates, and exercise facilities is at the user's sole risk.
- 4.2.13.** All Members are encouraged to schedule a Fitness Evaluation/Health Screening prior to using the Fitness Facility.
- 4.2.14.** Pets are not permitted inside the Spa & Fitness Center.
- 4.2.15.** Wiping down equipment with sanitation wipes is recommended after each use.
- 4.2.16.** Improper use of equipment may result in instruction, warnings, and possible prohibition from further use.



### **4.3. Sauna & Steam Room Rules & Regulations**

- 4.3.1.** For safety reasons, the sauna is to be kept between 170° and 180° Fahrenheit at all times, and the steam room is to be kept between 100° and 110° Fahrenheit at all times.
- 4.3.2.** Use of the sauna or steam room should be limited to 10 minutes at a time.
- 4.3.3.** Because of the high temperatures, it is recommended that Members consult with their physicians before using the sauna. Those with medical conditions such as high blood pressure, heart disease, respiratory problems, and those who may be pregnant should avoid exposure to high heat.
- 4.3.4.** After exercising, Members should take at least 5 minutes to cool down before entering the sauna or steam room.
- 4.3.5.** Food & drink is prohibited inside the sauna or steam rooms.
- 4.3.6.** Members are required to shower before entering the steam room or sauna.
- 4.3.7.** Children ages 16 to 18 years of age are permitted to use the sauna and steam rooms with written parental consent, provided to Fitness Center staff. Children under sixteen (16) years of age may not use the sauna or steam room.

### **4.4. Indoor Hydrotherapy Pool Rules & Regulations**

- 4.4.1.** Members who suffer from heart disease, diabetes, or high or low blood pressure, who are elderly, or who may be pregnant should consult their physicians before using the pool.
- 4.4.2.** On occasion, at the discretion of the Fitness staff, Members may be allowed to use the indoor spa and therapy pool for recreational purposes. Members who are using the indoor spa and therapy pool for exercise purposes, however, take priority over Members who are using the pool recreationally. Flotation devices, pool toys, etc. and jumping into the water will not be permitted in the indoor spa and therapy pool.
- 4.4.3.** The indoor spa and therapy pool may be closed at any time by the Fitness staff for the purpose of personal instruction or group water activities.

**4.4.4.** The pool may not be used while intoxicated or under the influence of anticoagulants, antihistamines, vasoconstrictors, stimulants, hypnotics, narcotics or tranquilizers.

**4.4.5.** No food or drink is allowed in the pool.

**4.4.6.** All Members and guests must be sensitive that based on Spa usage for massage and other treatments, use of the indoor hydrotherapy pool/spa may be limited based on scheduling of the Spa facility.

#### **4.5. Fish Tales:**

**4.5.1.** Children under age 13 must be supervised by a responsible person, 16 years or older, at all times while using the Fish Tales facility.

**4.5.2.** Food and drinks are acceptable for children 5 years old and younger. For older children and adults, meals may be eaten on the outside porch or tables located under the Boathouse. **Members are responsible for cleaning up after themselves.**

**4.5.3.** Games and equipment are provided for all members and guests to enjoy. Please return games and furniture to their designated locations before leaving Fish Tales. Members are responsible for any damages **in Fish Tales, including but not limited** to the Wii Game System, **ping pong table, foosball game, etc.** Participants/users of Fish Tales are responsible to restore the room to the condition it was found.

**4.5.4.** To insure the safety of our little ones, secure the child-proof gate at the stairs upon arrival.

**4.5.5.** Fish Tales is available for private parties. Please contact the Member Relations Director for arrangements.

**4.5.6.** First aid supplies are available inside the wall-mounted cabinet adjacent to the restrooms.

**4.5.7.** **No wet bathing suits or bare feet are permitted inside Fish Tales. Cover-ups and/or shirts are required.**

#### **4.6. Dry Dock:**

**4.6.1.** Owners will be given first preference of renting space in the dry dock on a first-come first-served basis.

#### **4.7. Backwater Bills/Tower Bar:**

**4.7.1.** As needed, the General Manager may modify the Reservations policy on a case-by-case basis. Reservations are preferred for dinner service and special events. **Members can make reservations for dinner through the member reservation system at [myhamptonlake.com](http://myhamptonlake.com). Reservation instructions for special events typically appear on the event announcement flyer.**

**4.7.2.** Members and guests wearing wet bathing suits are asked to dine outside at the Tower Bar. Dry suits, cover-ups/shirts, and shoes are required when entering or dining in the restaurant or other areas inside the Lakehouse.

**4.7.3.** The Community Association is committed to act responsibly in the sale and service of alcoholic beverages.

**4.7.4.** The Community Association will not serve alcoholic beverages to anyone under the age of twenty-one and reserves the right to request valid identification from any persons. Alcohol shall not be sold or served to any person who appears to be intoxicated.

**4.7.5.** Alcoholic beverages will be served in Lakeside at Backwater Bill's and the Tower Bar. During Backwater Bill's and Tower Bar operational hours, except as specifically allowed, i.e. wine corkage service, Members and guests are asked not to bring their own alcoholic beverages into Lakeside nor to a Community Association function or activity as alcohol will be served and monitored by the Community Association and or its designated caterer. Members and guests may bring alcoholic beverages (glass containers are prohibited) to Lakeside if the specific purpose is to use the Reunion Field picnic area, rent a boat from Doc's Boathouse, or access Hampton Lake beach and pool complex after hours when Backwater Bill's and the Tower Bar facilities are closed.

**4.7.6.** **Children may not sit at the bar in Backwater Bill's or at the Tower Bar. Members bringing children must sit at tables.**

## **4.8. Lake View Room and Porch Room:**

### **4.8.1. Private Events**

- 4.8.1.1.** Members are encouraged to use the amenities for private parties on any day or evening provided it does not interfere with the normal operations of the Community Association or with the services regularly available to the Members. Members are requested to make reservations with the Member Relations Director. A 24-hour notice is required for lighting of fire pits after normal club operational hours. Fire pits are to be reserved in the Tacklebox.
- 4.8.1.2.** Private parties are encouraged at Hampton Lake but need the approval of the General Manager. In the event a party is hosted by a non-Member, the sponsoring Member will assume full responsibility for the conduct of the Member's Guests in accordance with these Rules. The Member sponsoring the private party shall be responsible for any damage and unpaid charges.
- 4.8.1.3.** Entertainment for private parties is allowed and encouraged subject to the approval of the General Manager. Such entertainment shall be in good taste.
- 4.8.1.4.** Decorations for private parties shall be fastened in a manner that does not damage the club facility. Please seek permission from General Manager when placing decorations.
- 4.8.1.5.** An 18% Service Charge will be added to all member catered events at the Community Association.
- 4.8.1.6.** The Community Association reserves the right to charge a use fee and a damage deposit for private functions.
- 4.8.1.7.** It is recommended that all events hosted at Hampton Lake be catered by the Community Association's designated caterer. In the event a Member would like to use an outside caterer, this shall be only allowed upon the approval of the General Manager. The GM may restrict use the kitchen and bar area at Backwater Bill's or locked portions of the Tower Bar for outside caterers.

**4.8.1.8.** To help Gatehouse personnel appropriately welcome our guests, a list of those attending private parties should be provided to Gatehouse services the day before the event.

**4.8.1.9.** The fees for reserving the Lakeview Room, Porch Room, Fish Tales, and Beach area at Lakeside Village for private parties are set by management. See the Member Relations Director for current rates.

**4.8.1.10.** Members may use the rooms/areas without payment for club meetings, activities and other functions if they are open to the total membership and are approved in advance by the Member Relations Director or General Manager and fit into the master schedule. Users are responsible to restore the room to the condition it was found.

#### **4.9. Tennis:**

**4.9.1.** Proper tennis attire is required at all times while using the Tennis Courts at Hampton Lake. Blue jeans and cut-offs are not permitted. Only tennis shoes are permitted on the court.

**4.9.2.** Tennis courts may be reserved using the online reservation system, up to one week in advance. Fitness Central staff can also assist with arranging matches.

**4.9.3.** Club management is authorized to implement temporary rules as may be necessary during peak periods of play and tournaments.

**4.9.4.** All Players must sign in at Fitness Central prior to their starting time or the court will be released to the first name on the waiting list.

**4.9.5.** Proper tennis etiquette should be observed at all times. Excessive noise, racquet throwing, profanity or crossing another Player's court will not be permitted at any time.

**4.9.6.** The final reserved time of the day must be completed prior to sunset. Night play on the tennis courts is not permitted.

**4.9.7.** Courts may be closed occasionally for maintenance.

**4.9.8.** Members must reserve their court time and only one court may be reserved per member. Courts can be reserved up to 7 days in advance. Please note that member sponsored USTA and team matches take precedence over open play.

4.9.9. Open courts are available on a first-come first-served basis.

4.9.10. Players with reservations are expected to keep their reservation.  
Cancellations should be 24 hours in advance.

4.9.11. **No activity other than tennis is permitted on the tennis courts.**

#### **4.10. Dog Park: General Rules**

4.10.1. No more than four (4) dogs per one Member / Guest. Member / Guest must be at least 13 years old to bring their animal to Dog Paddle Park unless accompanied by an adult. **Members must accompany their guests at Dog Paddle Park.**

4.10.2. No animals that pose a health hazard or would be considered dangerous to other animals or Members and their Guests are allowed at the Park

4.10.3. All dogs must have collar with license and shots up to date (rabies, distemper, parvovirus etc.) clearly displayed.

4.10.4. Dogs may be off-leash in appropriate areas at Dog Paddle Park but must be under reasonable control with voice commands.

4.10.5. Members & Guests are responsible and liable for the actions of their pets while at Dog Paddle Park. Monitor your animal's behavior at all times.

4.10.6. Dogs that are aggressive, sick, in heat, with parasites (worms, fleas or ticks), and puppies under 4 months old, should not be brought to Dog Paddle Park.

4.10.7. Animal and pet waste must be removed by the owner of the animal or pet. Appropriate waste receptacles are available at Dog Paddle Park.

4.10.8. Please do not allow your animal to dig holes, and if they do please replace the damaged ground.

4.10.9. Members and guests who have a problem with a particular animal or situation at Dog Paddle Park are requested to inform the Gatehouse services or the General Manager as soon as possible.

4.10.10. Please be advised Dog Paddle Park is not a petting zoo for children. It is designed to be a place for Members and their Guests to enjoy their animals "off-

leash”. Animals may react differently around children & other pets. Members and guests are reminded that to use Dog Paddle Park at their own risk.

**4.10.11.** Observed failure of pet owners to remove animal waste will result in warnings and fines.

**4.10.12.** Parking at Dog Paddle Park is restricted to designated parking areas. Parking in the street at the Dog Park is not permitted.

#### **4.11. The Outpost: General Rules**

**4.11.1.** Fires are permitted only in the designated fire pit and campsite barbeque areas and must not be left unattended, **so please make sure that someone monitors the fire at all times. If a fire is still lit when you are ready to leave the Outpost, notify Tackle Box staff, or if after hours, notify Security.**

**4.11.2.** The Outpost quiet hours are from 11:00 pm to 7:00 am.

**4.11.3.** All camping equipment, kayaks, canoes, and other equipment should be returned as soon as possible to the Boathouse after the Member or Guest has finished using it. All camping and cookout events and activities must be reserved through the Tackle Box. Casual day use is permitted. Organized events require reservations to insure availability.

**4.11.4.** Glass bottles and glass containers are not permitted at the Outpost.

**4.11.5.** No swimming or diving is allowed from the Outpost dock area.

**4.11.6.** Use of the Outpost is available to adults 21 years of age and older. Those under 21 years of age who wish to access the Outpost must be fully supervised by an adult 21 years of age or older.

**4.11.7.** Members and guests may fish from the bank or the Outpost dock.

**4.11.8.** Members are asked to park all vehicles in the designated parking area for the Outpost, which is located between the cul-de-sac and hiking trail to the Outpost. Any vehicle traffic beyond the Outpost gate must be approved at the time of reservation.

**4.11.9.** Members/users are required to clean up, remove trash, and leftover food; properly dispose of pet waste; and restore the area to the way it was found.

#### **4.12. Playground:**

**4.12.1.** A responsible supervisor over the age of 16 must accompany any children using the playground and is responsible for their behavior and cleaning up after them.

#### **4.13. Trails and paved paths:**

**4.13.1.** No swimming or entering the lake from nature trails is allowed. **Violations of the “no swimming in the lake” rule are considered serious safety violations and sanctions will be in line with reckless driving violations (i.e. \$150 fine for first offense).**

**4.13.2.** Wildlife should not be disturbed, nor should plants be picked, damaged, or removed from the any nature area or trail.

**4.13.3.** Glass bottles and glass containers are not permitted in the trail areas.

**4.13.4.** All trash must be placed in the proper receptacles upon leaving the trail areas. No trash, pet waste, food, or beverage may be disposed of in the water or on the trail.

**4.13.5.** **For the enjoyment of others, pets must be on a leash on nature trails and paved paths. Owners are required to remove all waste a pet leaves behind on or around trails and paved paths.**

**4.13.6.** Members and guests are encouraged to remain on the designated hiking trails. If a Member or guest enters the nature preserve area of Hampton Lake, they do so at their own risk.

**4.13.7.** Nature trails wind around and through Hampton Lake property and near private home sites. Please be respectful of the privacy wishes of others and leave or access the trails at designated areas only.

**4.13.8.** Children are the sole responsibility of their parents or legal guardians. Children under age 13 must be fully supervised by a responsible person 16 years or older when accessing the Nature Trails. Parents or guardians are responsible for ensuring that children under their care follow the Rules and any other guidelines set forth by the Community Association.

**4.13.9.** Jogging and hiking are encouraged on all nature trails.



**4.13.10.** No motorized vehicles or bicycles are allowed on nature trails. Paved roadways and sidewalks should be used for biking. Bikers must yield to pedestrians when using sidewalks.

**4.13.11.** Smoking on the trails is prohibited

**4.13.12.** Trails in the Nature Preserve or “off-road” are open only from sunrise to sunset.

## **5. Nature preserves and wetlands:**

**5.1.** Nature preserves and wetlands are not intended for recreational use. If you enter those areas, remove nothing and leave nothing behind. If a Member or guest enters the nature preserve area of Hampton Lake, they do so at their own risk.

## **6. Lakeside Management**

### **6.1. General**

**6.1.1.** All Lake Rules are subject to the Covenants for the Joint Use and Maintenance of the Lake. Boat permits are issued only through the Lake Maintenance Corporation (reference section 6.8.1 to obtain boating permit).

**6.1.2.** Any activity or condition that interferes with reasonable enjoyment of any part of the Lake or that detracts from the overall appearance of the Lake, is prohibited.

**6.1.3. NO SWIMMING:** NO SWIMMING IS ALLOWED ANYWHERE IN THE LAKE, INCLUDING ACTIVITIES SUCH AS SNORKELING OR SCUBA DIVING. **VIOLATIONS OF THE “NO SWIMMING IN THE LAKE” RULE ARE CONSIDERED SERIOUS SAFETY VIOLATIONS AND SANCTIONS WILL BE IN LINE WITH RECKLESS DRIVING VIOLATIONS (I.E. \$150 FINE FOR FIRST OFFENSE). The no swimming rule also applies to pets; owners may not allow their pets to enter the water.**

**6.1.4.** Boat slips and watercraft shall be maintained at all times in a neat, clean and safe condition.

## **6.2. Community Association Motorized Boats**

- 6.2.1.** The use of all Community Association boats will be the responsibility of the Member and their guests. All Members and guests are required to sign a waiver (available in the outfitter store at the Boathouse “Tackle Box”) before using any boat.
- 6.2.2.** Members are responsible for any damage to club-owned boats due to negligent operation. Members will be notified of any damages and billed accordingly.
- 6.2.3.** No pets are allowed on club-owned boats.
- 6.2.4.** Children under the age of eighteen (18) must be accompanied by an adult while aboard any motorized watercraft owned by Hampton Lake Community Association.
- 6.2.5.** All watercraft must be operated in a safe manner and should not be operated recklessly.
- 6.2.6.** All watercraft shall operate at no wake speed.
- 6.2.7.** Watercraft may tow disabled watercraft but are not allowed to tow other objects.
- 6.2.8.** Watercraft shall not be operated by persons who are intoxicated. Entry Control personnel will be patrolling the waterways and will have the authority to detain, remove or contact the local authorities regarding anyone violating this rule or operating in a negligent and unsafe manner.
- 6.2.9.** All watercraft racing is prohibited.
- 6.2.10.** Please respect the safe occupant load limit of each watercraft. No watercraft may contain more than its rated safe occupant load limit.
- 6.2.11.** Non-motorized watercrafts such as kayaks, rowboats, canoes, etc. have the right of way over motorized watercraft.
- 6.2.12.** All first time boat renters will receive written instructions regarding prohibited activities Hampton Lake deems important to their safety, which includes prohibiting swimming, and protecting all aspects of the Lake.

### **6.3. Community Association Kayaks**

- 6.3.1.** The Community Association places the responsibility and associated risks for the use of the kayaks on each kayak user. All Members and guests must sign a waiver (available in the Tackle Box) before using the kayaks.
- 6.3.2.** Members and their guest wishing to use kayaks after normal operational hours, must make prior arrangements at the Tackle Box. Members must supply their own paddle for after-hours operation.
- 6.3.3.** Children under the age of thirteen (13) years old must be accompanied and supervised by an adult while using a community owned kayak. Children must wear Personal flotation devices at all times while using the kayaks.
- 6.3.4.** Personal flotation devices must be worn in accordance with South Carolina regulations.
- 6.3.5.** All equipment, including kayaks, oars, flotation devices, etc. must be returned to their proper location upon leaving the Boathouse or the wilderness campsite (“Outpost”).

### **6.4. Watercraft:**

- 6.4.1.** All member owned boats must be operated by individuals sixteen (16) years or older unless the individual has completed a South Carolina boater safety class and complies with all South Carolina boater safety guidelines.
- 6.4.2.** All watercraft must not exceed 22 feet in length;
- 6.4.3.** No jet or water skis or water ski-like devices are permitted on the Lake. No house boats are permitted on the Lake. Other watercraft in compliance within length and horsepower requirements and properly registered are permitted. Prior to purchase of watercraft, members should verify with management that the watercraft to be purchased meets the requirements of Hampton Lake and the Lake Maintenance Corporation.
- 6.4.4.** Use of the Lake by Community Association members may be during daylight and after dark, but such after dark use as disturbs other reasonable property owners or guests is specifically forbidden.

## **6.5. Watercraft Motor Types/sizes:**

**6.5.1.** Maximum rated horsepower allowed is 25 horsepower. For motorized watercraft less than or equal to 17 feet in length, maximum rated horsepower allowed is 15 horse power. For motorized watercraft less than or equal to 15 feet in length, maximum rated horsepower allowed is 10 horsepower. All engines must have a four-stroke cycle. All motorized boats must observe the lake-wide no wake regulation at all times.

**6.5.2.** Electric trolling motors are allowed, either bow-mounted or transom-mounted, with no limitation on rated pounds of thrust. All electric-powered watercraft must observe the lake-wide no wake regulation at all times.

## **6.6. No Wake Lake:**

**6.6.1.** Watercraft shall not be operated on the Lake at a speed that creates a significant wake. All motorized boats must observe the lake-wide no significant wake regulation at all times. **Significant wake is defined as a wake with “white water” immediate to the vessel, in waves created by the hull moving thru the water.** This policy requires that all boaters properly regulate and vary their speed based upon boat size and width and upon the width and depth of waterways so as to minimize potential erosion of lake banks.

## **6.7. Storage:**

**6.7.1.** Dock boxes are allowed provided they are approved through Hampton Lake’s Architectural Review Board (ARB)

**6.7.2.** Water hoses shall be neatly coiled around the spigot.

**6.7.3.** Boat slips shall be kept free of debris, bottles, papers, trash, and unsightly materials at all times, including the hanging of laundry or items of a personal or unsightly nature.

**6.7.4.** A boat docked at a member’s boat slip shall not protrude further than 3 feet from the outside of the bulkhead wall.

**6.7.5.** Watercraft must be properly moored, with mooring lines properly maintained in good and sufficiently strong condition to secure the watercraft at all times.

**6.7.6.** Kayaks and canoes are to be stored on hangers or racks. These hangers or racks can be on bulkheads, or ground mounted perpendicular to the water line. Screening is desirable. Store kayaks and canoes as close to the ground as possible, and no higher than 30", unless adequate screening is provided.

**6.8. Registration:**

**6.8.1.** All watercraft must be registered and permitted by Hampton Lake Community Association and/or The Lake Maintenance Corporation. Watercraft registration will occur in the Tackle Box.

**6.8.2.** Evidence of current liability insurance must be provided for registration, annually.

**6.9. Prohibited acts:**

**6.9.1.** Deposit of trash, debris, hazardous substance, chemicals and garbage in the waters of Hampton Lake is forbidden and could result in a fine, removal from the Lake, or loss of membership privileges on the Lake.

**6.9.2.** A Member must receive approval of the General Manager or Lake Maintenance Corporation to place additional fishing structure in Hampton Lake.

**6.9.3.** Moored rafts and mooring buoys are not permitted.

**6.9.4.** Watercraft shall not be used for water skiing or any other water activities involving towing of an individual behind the watercraft.

**6.9.5.** Watercraft shall not be operated without the use of any running lights required by law.

**6.9.6.** Excessive noise from any source is not permitted

**6.9.7.** Boaters using headlights or spotlights must exercise caution not to shine lights onto other persons' property.

**6.9.8.** Members and guests are permitted to fish in Hampton Lake.

**6.9.9.** Fishing does not require a personal license; however Hampton Lake fishing regulations must be followed.

**6.9.10.** Our goal for fishing at Hampton Lake is for it to be one of the finest fishing lakes in the Southeast. Hampton Lake, will generally encourage a catch-and-release program, however in order to promote and protect a healthier bass population, we encourage anglers to keep as many tiger bass as possible caught under 15 inches.

Harvest regulations are as follows:

Bluegill/Bream: 10 per day, any size

Catfish: no limit

Crappie: catch & release

Largemouth Bass: 2 per day if over 15 inches, no limit if less than 15 inches

Hybrid-Striped Bass: 2 per day, any size

**6.9.11.** New harvest regulations will be posted as needed by the General Manager and made available to Members. Boathouse personnel will have the authority to check fish in possession for compliance with the published rules. The General Manager has the right to impose fines, to be determined, for violations.

**6.9.12.** Fisherman that fish from the shore should ensure they do not trespass on private property and remain on Hampton Lake common property.

## **6.10. Community Association Docks**

**6.10.1.** The Community Dock facilities (“Docks”) around Doc’s Boathouse, Lakehouse, and Outpost at the Boat Launch are the property of the Community Association and are intended for the recreational use of Members and their guests. The use of boat docking spaces are on a first come, first serve basis. Dockage at these facilities is allowed only for Member boaters and their guests while using the facilities at Lakeside, and overnight parking is only allowed with special permission from the General Manager. Member boaters and guests may not leave boats unattended at the Docks for an extended period of time. All recreational use of the facilities is governed by the Rules, Community Charter and By-Laws.

**6.10.2.** Power at Docks is available on a short-term basis for maintenance and low current safety requirements, such as bilge pumps, and battery charges. Wiring limitations do not permit the use of high current draw equipment such as air conditioners and electric space heaters. Extension cords may be issued for normal routine maintenance and upkeep, however, such cords must be removed

when work is completed and must not be left unattended or overnight. The Community Association reserves the right to remove any offending power cords not previously authorized in writing by the General Manager.

- 6.10.3.** Because of the relative narrowness of the floating dock, and for reasons of safety and appearance, the Dock must be kept free of all paraphernalia not associated with securing of boats.
- 6.10.4.** Water hoses shall be neatly coiled around the spigot.
- 6.10.5.** Decks of all vessels moored at the Dock shall be kept free of debris, bottles, papers, trash, and unsightly materials at all times, including the hanging of laundry or items of a personal or unsightly nature.
- 6.10.6.** Refuse must not be thrown overboard. In addition, no person shall discharge sewage, wastewater, fuel, oil, or any similar material into the water.
- 6.10.7.** Noise shall be kept at a minimum at all times so as not to create a nuisance or disturbance in the Dock area.
- 6.10.8.** Vessels must adhere to all speed and wake regulations when operating around Lakeside.
- 6.10.9.** Children are the sole responsibility of their parents or legal guardians. Children under age 13 must be fully supervised by their parents or legal guardians when accessing the Docks. Parents or guardians are responsible for ensuring that children under their care follow the Rules and any other guidelines set forth by the Community Association. Applicable rules and regulations by government agencies applicable to children, including use of personal flotation devices, must be complied with at all times.
- 6.10.10.** Shoes should be worn at all times by anyone accessing the Docks; no running is allowed.
- 6.10.11.** No swimming or diving is permitted from Docks or anywhere in the lake.
- 6.10.12.** Members are responsible for informing guests of the Dock policies and rules.
- 6.10.13.** Fish cleaning is limited to the fish cleaning station while at Lakeside.

## **6.11. Miscellaneous**

**6.11.1.** Specific water events or activities must be authorized through the General Manager, Lake Maintenance Corporation, or the Hampton Lake Community Association.

**6.11.2.** All users of the Lake are hereby notified that the Lake contains alligators and shall use the Lake at their own peril. Users of the Lake shall not agitate alligators and shall avoid them at all times. **As per South Carolina law, alligators are never to be fed. Violations of the “no feeding of alligators” rule are considered serious safety violations and sanctions will be in line with reckless driving violations (i.e. \$150 fine for first offense). Additional fines (\$500) may be assessed by the State of SC.** All alligators should be considered dangerous, even those basking in the sun. Alligators can attack with amazing suddenness and have very sharp teeth, powerful strong jaws and a tremendous capacity to re-enter the water quickly with their prey.

## **6.12. Inclement/ Dangerous Weather Policy**

**6.12.1.** When inclement/dangerous weather moves into the area, Members / boaters are advised to take precautions and seek shelter since lightning strikes can be fatal or result in serious injury. If a Member / boater thinks there could be lightning in the area, he or she must leave the lake and seek appropriate shelter immediately.

## **7. Property Maintenance**

### **7.1. Roofs:**

**7.1.1.** See ARB Design Guidelines for details. Any replacement of roof material must be submitted to the ARB. **Roofs should be cleaned/washed as necessary to maintain consistent color.**

### **7.2. Fences:**

**7.2.1.** See ARB Design Guidelines for details

**7.2.2.** All requests for fences will be reviewed by ARB for appropriateness. Fences must be properly maintained and in good repair and be in a state of neat appearance.



**7.2.3.** No additional wooden fences will be approved.

**7.3. Driveways/walkways:**

**7.3.1.** See ARB Design Guidelines for details

**7.4. Building paint/stucco/stone:**

**7.4.1.** See ARB Design Guidelines for detail

**7.4.2.** Exterior repainting or stuccoing must be pre-approved by the ARB, except that Repainting or stuccoing with the same ARB approved color requires ARB notification.

**7.4.3.** Repainting or re-stuccoing in a new color requires ARB approval.

**7.5. Gutters/downspouts/drains:**

**7.5.1.** See ARB Design Guidelines for details

**7.5.2.** Drainage of storm or roof water may not be directed toward adjacent home sites.

**7.5.3.** Installation of gutters and/or downspouts requires ARB approval.

**7.5.4.** Adding gutters in a new location or a color change or re-direction of water flow requires ARB approval.

**7.5.5.** Gutters must match in color and design for the entire house. Direction of flow and drainage must not adversely affect adjacent properties.

**7.5.6.** Direct replacement of gutters without change to color or direction of water discharge requires ARB notification.

**7.6. Mailboxes:**

**7.6.1.** See ARB Design Guidelines for details

**7.6.2.** Resident's names (optional) and street numbers (required) will be provided on mailboxes using reflective, white lettering. See Appendix to ARB Guidelines for specifications).

**7.6.3.** After initial installation, mailboxes will be maintained by HLCA to ensure uniformity and level of maintenance / appearance that meets the community wide standards.

**7.6.4.** Flowers/vines are permitted below the mailbox.

**7.6.5.** Holiday decorations are permitted on mailboxes between Thanksgiving and January 15<sup>th</sup>.

**7.6.6.** Other than as provided above in section 7.6.5, nothing can be adhered or attached to mailboxes.

**7.7. Service yard enclosures:**

**7.7.1.** See ARB Design Guidelines for details. Service yards shall be enclosed on all sides to conceal service yard equipment. The door of the service yard is to be full height.

**7.8. Landscaping:**

**7.8.1. Mowing and edging:**

**7.8.1.1.** All owners of homes must keep their lawns mowed to no more than 6 inches including edging. Non wooded areas must be covered with lawn, ground cover, shrubbery or pine straw/mulch.

**7.8.1.2.** Owners of empty lots must mow open (i.e. non-wooded) portions of those lots at least twice a year. The GM will contact owners who fail to comply, to arrange for the mowing to be completed and charged to the owner's account.

**7.8.2. Trees/shrubbery/plants:**

**7.8.2.1.** See ARB Design Guidelines for details

**7.8.2.2.** Wooded areas should be preserved when possible. Lawns are encouraged in open areas where adequate sunlight is available.

**7.8.2.3.** Natural areas must be maintained, cleaned, pruned, and weeded and not left to grow wild. "Natural does not mean unkempt."

- 7.8.2.4. Plantings at driveway entrances must not obstruct line of sight.
- 7.8.2.5. New landscaping at rear corners of lots must not impede the line of sight of neighbors to the lake, waterway, or preserve.
- 7.8.2.6. Low maintenance turf such as centipede grass is preferred to minimize fertilizer and pesticide requirements.
- 7.8.2.7. Xeriscaping (use of slow growing and drought tolerant plants) is encouraged.
- 7.8.2.8. Only fertilizer and pesticides labeled for use adjacent to water may be used on the waterfront.
- 7.8.2.9. Trees, shrubbery and plants must be kept groomed and not infringe on neighbors' property.
- 7.8.2.10. Foundation plantings in the public portions of the landscaping must be pruned or trimmed and maintained at a reasonable height to avoid an unkempt appearance.
- 7.8.2.11. Pine bark beetles present a major potential problem in pines in this area. Within 10 days of the detection of pine bark beetle infestation in a tree, the owner must make arrangements to treat the tree or remove it promptly, or arrange with HL management to have the tree removed. If an infestation is detected and the GM is unable to contact the owner within 10 days, the GM is authorized to have the tree removed and bill the owner for the cost of that removal.

**7.8.3. Pine straw/mulch/ground cover:**

- 7.8.3.1. See ARB Design Guidelines for details. Landscaping that uses rock or crushed rock as a predominant element is not acceptable
- 7.8.3.2. Pine straw/mulch must be maintained and renewed at least annually.
- 7.8.3.3. Rubber mulch has been shown to produce leachate toxins to fish. Rubber mulch is not permitted as new installation or renewal.

#### **7.8.4. Replacement of dead plants/trees/sod:**

- 7.8.4.1.** See ARB Design Guidelines for details
- 7.8.4.2.** Trees removed by the owner must be mitigated by replacement trees of 3 caliper inches or larger. Approved replacement trees include oaks, red maples, Florida maples, Eastern red cedars, and cypress.
- 7.8.4.3.** Dead trees, shrubbery, plants, and sod must be removed and replaced with like type within 30 days on post-construction lots.
- 7.8.4.4.** Dead trees on empty lots that pose an imminent safety hazard to adjacent property must be cut down and either removed or de-branched to minimize visibility of debris. Trees killed by insects or disease must be completely removed from the site.

#### **7.8.5. Irrigation/drainage:**

- 7.8.5.1.** See ARB Design Guidelines for details
- 7.8.5.2.** Owners should maintain and irrigate that area of common property and public right-of way within 10 feet of the unit boundary. Owner may not remove trees, shrubs, or similar vegetation from this area without prior approval from the ARB.

#### **7.8.6. Lakeside and shoreline:**

- 7.8.6.1.** See ARB Design Guidelines and Lake Maintenance Corporation covenants for details
- 7.8.6.2.** Lake front vegetative buffer strips are encouraged and should be properly maintained.
- 7.8.6.3.** Pesticides (e.g. insecticides, herbicides, fungicides, etc.) and fertilizers, both organic and synthetic, are permitted. Low input lawn grass, such as centipede, is encouraged. Minimizing the need for pesticides and fertilizer is important to prevent excessive chemicals in runoff and algae blooms in the Lake.

**7.8.6.4.** Garden chemicals which can cause damage to the water, fish, or vegetation in or surrounding the lake are prohibited. If in doubt, consult with management.

**7.8.6.5.** Application of fertilizers and pesticides is limited to rates recommended by Clemson Cooperative Extension or the product label.

**7.8.6.6.** Pesticides labeled "toxic to fish" may be used for spot treatment of problems but may not be applied by broadcasting (e.g., fire ant bait).

#### **7.8.7. Landscape and other debris/ firewood**

**7.8.7.1.** See ARB Design Guidelines for details

**7.8.7.2.** Landscape debris must be removed or composted within 15 days

**7.8.7.3.** Other debris must be removed within 15 days

**7.8.7.4.** Wood stored for fireplaces and fire pits must be screened so as not to be readily visible from the street or lake. If a covering is used, it should be neutral in color (i.e. black, dark green, dark brown, or if adjacent to house, matching house color).

**7.8.7.5.** Landscape debris shall not be disposed of or placed in the nature preserve or other common areas.

#### **7.9. Boat Slips, decking, and watercraft storage areas:**

**7.9.1.** Boat slips, decking and bulkheads must be maintained in good repair and appearance

#### **7.10. Disaster recovery:**

**7.10.1.** Within 90 days after any damage to or destruction of a structure on a unit, repair or reconstruct in a manner consistent with the original structure. The Board may agree to extend that deadline. Alternatively, the owner may clear the unit of debris and establish and maintain the landscaping in a manner consistent with this document.

## **8. Exterior Enhancements**

### **8.1. General**

**8.1.1.** Any proposed changes in landscaping such as fences, fountains, lighting, game structures, pole supported feeders/bird houses, driveways, walkways, boat slips, bulk heads, landscape structures and statuaries must be approved by the ARB in advance.

### **8.2. Exterior lighting/reflectors:**

**8.2.1.** See ARB Design Guidelines for details.

**8.2.2.** Exterior lighting must be installed so that neighboring units and street traffic are unaffected by the glare.

**8.2.3.** A single bulb fixture may not exceed 450 lumens. Multiple bulb fixtures may not exceed 150 lumens per bulb. Landscape lighting should be subdued.

**Lighting using LED bulbs should be “warm white” bulbs.**

**8.2.4.** If up lighting is used, care should be taken to avoid a halo or glow in the night sky.

**8.2.5.** Subdued up lighting on the back side of lake lots requires ARB approval

**8.2.6.** **All exterior lighting must be off by midnight. Exterior security or safety lighting activated by motion detectors 24/7 are permitted (on after midnight only if activated by motion).**

**8.2.7.** Building perimeter lights should be installed so that the source of light is not visible from off the home site. Recessed soffit lights are preferred.

**8.2.8.** Driveway and path lighting must be close to the ground with no more than 180 degree light spread.

**8.2.9.** Colored lights are not permitted except for temporary holiday lighting.

**8.2.10.** Driveway reflectors are prohibited.

**8.2.11.** Timed, motion-activated building security perimeter lights are permitted with ARB approval.

### **8.3. Outdoor patio furniture:**

**8.3.1.** Outdoor furniture must be maintained in good repair and appearance

### **8.4. Signs and Flags (patriotic, decorative):**

**8.4.1.** No signs, flags, banners, signs, or the like may be displayed so that they are visible from outside the Unit, except that the U. S. flag, state flag, and holiday banners may be displayed, as indicated below. **Home Security signs, measuring no larger than 10 inches by 10 inches, may be placed in the landscaping so that they are visible, but not a prominent feature. Home Security signs are limited to 1 in the front yard and 1 in the back yard.**

**8.4.2.** See ARB Design Guidelines for details of allowable owner identification signs allowed on property. **Signs placed during new construction must be removed within 14 days of the Certificate of Occupancy being issued. “Private Resident” signs placed after an owner takes possession of a “model home” must be removed after 90 days.**

**8.4.3.** Special event banners or flags may be displayed on day of event only.

**8.4.4.** Game day/sport flags may be flown the day of a sporting event and should be taken down after the event is concluded.

**8.4.5.** Members may display a single portable, removable US Flag from a pole attached to their home or garage. When displaying the American Flag, members are requested to observe the official guidelines established by the U.S. Government. A copy of these guidelines can be obtained from the General Manager’s Office, the U.S. Post Office, or online. These guidelines include, but are not limited to, proper lighting of the flag if it is to be flown after sundown or in inclement weather

**8.4.6.** Flags, including flag decals, should not be attached to mailboxes

**8.4.7.** The recommended maximum American flag size is 3’ x 5’.

**8.4.8.** Flags, other than the American flag, should not exceed 2’ x 3’

**8.4.9.** No permanent, in-ground flag poles will be permitted.

## **8.5. Decorative objects/landscape accessories/statuaries:**

- 8.5.1.** No building elements, other than mailboxes may be located in the community road right-of-way easement. Accessories such as bird houses, bird feeders, lamp posts, etc. must be within the acceptable setbacks from buildings, compatible with existing design, and approved by the ARB. Such items must be in keeping with the character of the design of the home and landscaping and present a pleasant and unobtrusive appearance. When in doubt, seek ARB approval.
- 8.5.2.** On the lake side, homeowners are permitted to construct a sign with homeowner name and address up to 36" in height with ARB approval. (See Design Guidelines Exhibit H for details).
- 8.5.3.** Exposed tool sheds, clothes lines, and dog houses are not permitted.
- 8.5.4.** No permanent inflatable decorative elements are permitted (only a temporary inflatable decoration for holidays is allowed).
- 8.5.5.** Lawn ornamentation, including such items as statuary, bird baths and feeders, decorative garden flags (no larger than 2ft X 2 ft), fountains, and wind spinners, are limited to no more than 4 items readily visible from any given side of the property. An item may consist of multiple, closely associated parts. Such items must be in keeping with the character of the design of the home and landscaping. Such items larger than 4 square ft. base (e.g. 2X2) or more than 2 feet in height must be approved by the ARB. **In the case of garden flags, the number is restricted to 1 in the front yard and 1 in the back yard. Garden flags shall not be attached to mail boxes.**

## **8.6. Playground equipment:**

- 8.6.1.** Playground equipment must be a natural color that blends with the environment and must be approved by the ARB. See ARB Design Guidelines for details.
- 8.6.2.** Playground and sporting equipment may not be positioned in streets or so that children would normally go into the street when using the equipment.
- 8.6.3.** **All play equipment and sports equipment must be stored out of sight by dusk each day.**



## **8.7. Dog houses/dog runs:**

**8.7.1.** Dog houses and dog runs are not permitted. (See ARB Design Guidelines)

## **8.8. Vegetable gardens:**

**8.8.1.** Vegetable gardens are permitted if not readily visible from street or lake.

## **8.9. Plant fencing/netting:**

**8.9.1.** Deer fencing is not permitted, except that lightweight mesh netting may be used to protect single plants or small plant groupings from birds and animals. Such netting may not be readily visible from the street or lake and must be raised at least 3" off the ground to prevent incidental trapping of snakes. If stakes are used to support the netting, they must be a color to blend into the landscape.

## **8.10. Fire pits/hot tubs/gazebos/pergolas/swings/fireplaces:**

**8.10.1.** Gazebos, pergolas, outdoor fire pits, fireplaces, chimneys, and hot tubs require ARB approval. See ARB Design Guidelines for details.

## **8.11. Patios/awnings/walkways:**

**8.11.1.** See ARB Design Guidelines for details

## **8.12. Grills:**

**8.12.1.** No portable grills are permitted in front yards of homes. Portable Grills should be positioned to present an unobtrusive appearance when not in use.

## **8.13. Holiday decorations (Christmas, other):**

**8.13.1.** Colored holiday lights are permitted.

**8.13.2.** Exterior Christmas decorations are permitted after Thanksgiving and until 3 weeks after Christmas.

**8.13.3.** Other exterior holiday decorations are permitted from 2 weeks before to 1 week after the holiday.

#### **8.14. Solar panels:**

**8.14.1.** Solar panels are permitted, subject to ARB approval, and should present an unobtrusive appearance when viewed from the street or Lake.

#### **8.15. Satellite dishes/antennas:**

**8.15.1.** Satellite dishes that receive direct broadcast services and do not exceed one meter in diameter and one meter in height, are permitted with ARB approval. Other antennas, receivers, or transmitters are not permitted.

**8.15.2.** See ARB Design Guidelines for details

**8.15.3.** Satellite dishes permitted are subject to such reasonable requirements as to location and screening as may be set forth in the Design Guidelines, consistent with applicable law, in order to minimize obtrusiveness as viewed from the streets and Lake. Any satellite dish that is mounted on the ground should be located and/or landscaped to present an unobtrusive appearance, while allowing proper function.

#### **8.16. Compost Containers:**

**8.16.1.** Compost containers and rain barrels may not be readily visible from street or lake

**8.16.2.** Compost containers must not produce foul odors.

#### **8.17. Storage**

**8.17.1.** No permanent outside storage structures are permitted without ARB approval.

**8.17.2.** Temporary, short-term PODs [or similar storage units] are only permitted for up to 48 hours with Hampton Lake Management prior approval

#### **8.18. Tents for parties**

**8.18.1.** Party tents are allowed with prior management approval. They must be removed within 72 hours of being set up.

## **8.19. Exterior Structures and Equipment**

**8.19.1.** Installation of any structure, permanently or temporarily, on the outside of the unit without prior approval by the ARB or Board is not permitted. This includes but is not limited to signs, sport equipment, swing sets, clothes lines, garbage cans, wood piles, above ground swimming and wading pools, hedges, dog runs, animal pens, fences of any kind, and satellite dishes (except satellite dishes and TV antennas less than 1 meter in diameter or diagonal measurement, See section 8.15).

## **8.20. Yard Equipment Storage:**

**8.20.1.** Garden and lawn equipment, supplies and materials should be stored in service yards or garages when not in use.

## **8.21. Trash receptacles/propane tanks:**

**8.21.1.** Trash receptacles must be kept in garages or service yards **except starting at 5:30 pm the evening before waste collection and must be returned to storage by the end of the collection day. All receptacles placed for pick-up must be behind the curb and are not allowed in the road.**

**8.21.2. Propane tanks shall be in a service yard or buried.** See ARB Guidelines for details.

## **9. Prohibited Activities/Conditions**

### **9.1. Firearms & Fireworks:**

**9.1.1.** Discharge of firearms of any kind is prohibited.

**9.1.2.** Discharge of fireworks or other explosive devices is prohibited

**9.1.3.** If use of any weapons or fireworks violates any town, county or state ordinance, the violator will be reported to local authorities.

### **9.2. Noise:**

**9.2.1.** Using or discharging of any radio, loudspeaker, horn, whistle, bell, or other sound device that disrupts the peace of occupants of other Units is prohibited, except alarm devices used exclusively for security purposes.

**9.2.2.** Excessive noise outside of a unit that is audible to occupants of other units after 10 PM on week days and 11 PM on weekends and holidays is prohibited. Security system alarms are exempt.

**9.2.3.** Mowers, blowers, edgers, and similar equipment may not be operated before 7 AM or after sunset.

**9.3. Noxious odors:**

**9.3.1.** Any activity that results in the creation of offensive odors outside the unit is prohibited.

**9.3.2.** Any activity that results in unclean, untidy, or unhealthy conditions outside of enclosed structures is prohibited.

**9.3.3.** Outside burning of trash or other debris is prohibited.

**9.4. Nuisances:**

**9.4.1.** Any noxious or offensive activity which, in the reasonable determination of the Board, tends to cause embarrassment, discomfort, annoyance or nuisance to persons using the Common Areas or to the occupants of other Units, is prohibited.

**9.5. Burning:**

**9.5.1.** Outside burning of trash, leaves or other debris is prohibited.

**9.6. Smoking in designated areas only:**

**9.6.1.** Smoking is permitted at designated locations in the outdoor areas of Lakeside. Those locations include: the outdoor areas in front of the clubhouse ("Lakehouse"), **as well as the area behind the "Lakehouse" adjacent to, but not in the outdoor Tower bar or eating areas.** Smoking is prohibited in the following outdoor areas: the pool deck ("Adventure Lagoon"), children's playground ("Shrimp's Place"), children's wet deck ("Shrimps Puddle"), and on all community-owned boats. Smoking is also prohibited inside all Community Association facilities, including but not limited to, the Lakehouse (including screen-in porch), Spa & Fitness Center, Boathouse and all Restrooms. **"No Smoking" includes all electronic smoking or vapor devices.**

## 9.7. Miscellaneous

- 9.7.1.** Plants, animals, devices or other things of any sort whose activities or existence in any way is noxious, dangerous, unsightly, and unpleasant or of a nature as may diminish or destroy the enjoyment of the community is prohibited.
- 9.7.2.** Structures, equipment or other items on the exterior portions of a Unit which have become rusty, dilapidated or otherwise fallen in disrepair is prohibited.
- 9.7.3.** Pursuit of hobbies or other activities that tend to cause an unclean, unhealthy or untidy condition to exist outside of enclosed structures on the Unit are prohibited.

## 10. Pets

- 10.1.** Pets are encouraged within Hampton Lake but Members and guests are asked to respect the designated areas in which they are allowed. Pets are allowed on all nature trails, bike paths, Dog Paddle Park and Lakeside Amenity Village outdoor open areas. Pets are not allowed in the gated areas including the playground, pool complex, beach area or inside any buildings at Lakeside.
- 10.2.** "Household pets" are defined as those deemed by Beaufort County to be household pets.
- 10.3.** Animal and pet waste must be removed by the owner of the animal or pet and returned home for disposal or disposed in pet waste containers. **It is the responsibility of the pet owner to insure that any dog walking or pet sitting service employee knows and abides by all HLCA Rules and Regulations.** Leashes are required for dogs when off owner's property except as provided in the rules for Dog Paddle Park. Any pet considered dangerous by Security will be reported to the proper authority, who will then determine if the pet should be removed from the community. Members and their guests are required to remove any waste left by their pets while the pet is off the Member's property and dispose of waste in a pet waste container located in the community or returning it home for disposal.
- 10.4.** Pets must be on leash on the nature trails. **Owners are responsible for maintaining control of their pets at all times.**

- 10.5.** Breeding, raising, or keeping animals is prohibited. An exception is provided, in that a reasonable number of dogs, cats or other common household pets may be permitted in a Unit. **In the case of dogs, a reasonable number is defined as less than five (5).**
- 10.6.** Pit Bull dog breeds, including, but not limited to Stafford Shire, Bull Terrier, Pit Terrier, and American Bull Terrier and Rottweiler (pure bred canines) are specifically prohibited.
- 10.7.** Pets shall be licensed and inoculated as required by law. Dogs and cats three months of age or more are required to be inoculated against rabies.
- 10.8.** Pets must be retained within the owner's unit, except that dogs may be retained within an invisible fence, otherwise confined, or on a leash when outside the property except when in designated dog parks. Animals will not, be permitted among other things, to agitate or molest a passerby, attack other animals, trespass on private property, be repeatedly at large, damage private property, or be permitted to disturb the peace. **In the case of dogs, barking loud enough for neighbors to hear it, more than 10 minutes in a 60 minute period is considered disturbing the peace.**
- 10.9.** All pets are prohibited from the pool, beach, and playground.
- 10.10.** Repeated infraction of these rules will result in the Board requesting removal of the pet. Pets roaming free or that make objectionable noise, endanger the health or safety, or constitute a nuisance or inconvenience to the occupants of other units shall be removed at the request of the Board.
- 10.11.** If the owner fails to honor the Board's request to remove the offending pet, the Board may have the pet removed.
- 10.12.** Any violations of the Beaufort County Animal Code will be deemed a violation [of Hampton Lake Rules and Regulations].

## **11. Vehicles and Parking**

### **11.1. Parking:**

- 11.1.1.** Please park cars and golf carts in designated parking places. Members and guests are not permitted to park vehicles of any type, including golf carts, on the circle at Lakeside at any time, **except briefly for loading and unloading materials and dropping off individuals with mobility problems.** The General

Manager shall also enforce parking limitations in other common areas, including but not limited to the general parking areas. These parking policies will be enforced at all times.

**11.1.2.** Except as may be permitted under the Covenant or by the Lake Maintenance Corporation; parking of commercial vehicles or equipment, mobile homes, recreational vehicles, boats and other watercraft, trailers, stored vehicles, or inoperable vehicles in places other than enclosed garages or other designated enclosures; provided, construction, service and delivery vehicles shall be exempt from this provision during normal business hours for such period of time as is reasonably necessary to provide service or to make a delivery to a Unit or the Common Area.

**11.1.3.** Overnight parking in street is prohibited after 11 pm. Vehicles should be parked in garages or driveways. Vehicles should only be parked in the street when space in the driveway or garage is not available, and never overnight without prior Management approval.

**11.1.4.** For homeowner parties/events, security is to be notified prior to event if multiple cars are to be parked in the street beyond 11 PM.

**11.1.5.** Vehicles parked on the street should not block driveways.

**11.1.6.** Parking vehicles in driveways for owner maintenance purposes requiring more than one day is prohibited.

**11.1.7.** Temporary parking of motor homes, recreational vehicles, and boats in driveways for no more than 3 hours is permitted.

**11.1.8.** Parking is prohibited at all times anywhere in the circle at the end of cul-de-sacs.

## **11.2. Storage:**

**11.2.1.** Boats (not in boat slips), trailers, other watercraft, recreation and other similar vehicles must be stored in an enclosed garage and not exposed to view.

### **11.3. Speed limits:**

**11.3.1.** Vehicles must always be operated at a safe speed. Community maximum speed limits are 30 mph in most areas and 20 mph in several areas. Be vigilant of posted speed limits.

### **11.4. Golf carts:**

**11.4.1.** Private residential golf carts and mopeds are welcomed and may be purchased under the guidelines of the Residential Golf Cart & Moped Program. The golf carts and mopeds are subject to a license fee. These guidelines and the approved list of accessories are available through the Tackle Box.

**11.4.2.** All residential golf carts and mopeds must be stored in a resident's garage

**11.4.3.** Golf cart and moped parking is allowed at Lakeside in the car parking lot and in the designated cart parking area.

**11.4.4.** Golf carts and mopeds are not allowed on nature trails or sidewalks.

**11.4.5.** Golf carts may be operated within Hampton Lake only by persons with driver's licenses and in compliance with all Hampton Lake traffic regulations.

**11.4.6.** Golf carts and mopeds must be registered annually with Hampton Lake. Registration details and forms are available online and must be completed annually and submitted at the Tackle Box. Evidence of current liability insurance is required for registration.

**11.5. Decals and bar codes:** See section 3 – "Community Access"

### **11.6. Motorcycles:**

**11.6.1.** Motorcycle use shall be restricted so as to allow an owner **or authorized guest** to enter and exit the Property by riding the motorcycle in a direct route to and from the entrance of Hampton Lake and the Owner's residence.

### **11.7. Other motorized vehicles:**

**11.7.1.** All motorized vehicles must be registered with Hampton Lake.



**11.7.2.** Any use of unauthorized vehicles (i.e. go-karts, motorized bicycles, motorized skate boards, etc.) is prohibited.

## **12. Occupancy**

### **12.1. Unit restrictions:**

**12.1.1.** Converting any garage for use as an apartment or other living space without prior approval of the Board is not permitted.

**12.1.2.** Business activity in a unit is permitted only if the business activity : (a) is not apparent or detectable by sight, sound, or smell from the outside of the unit; (b) does not involve more than light visitation by employees who do not reside in the unit, clients, business invitees, or door-to-door solicitation; (c) does not have inventory to sell, ship, or otherwise deal with; (d) is consistent with the residential character of the community; and (e) does not constitute a nuisance, hazardous or offensive use, or threaten the security or safety of others.

## **13. Miscellaneous Regulations**

### **13.1. Non-Solicitation Policy**

**13.1.1.** As is the custom with Reed Development communities, we ask that each property owner to respect the privacy of other Members. Therefore, names, home addresses, email addresses, phone numbers and any other information in the Hampton Lake Community Association, Inc. Membership Directory is for the exclusive use of Hampton Lake Community Association, Inc. Members for the singular purpose of social communication. Any use of Membership Directory information for political or commercial solicitation, offers, campaigning, petitioning, charitable drives and contributions, or surveying is not permitted. The information in the Membership Directory shall not be released to any individual or organization without the express written consent and permission of the General Manager or the Board.

**13.1.2.** Door-to-door vendors, salespersons, or solicitors of any kind are not permitted within the community or on the grounds owned by Hampton Lake Community Association, Inc.

**13.1.3.** Mailboxes, approved by the Architectural Review Board, may only be used for the exclusive distribution of the U.S. Mail in accordance with U.S. Postal

Service regulations, and may not be used for distribution of any leaflet or printed items.

**13.1.4.** Except as approved in writing by the Board or General Manager, no commercial advertisements shall be posted or circulated in the Community Association nor shall solicitations be made within the community, neither on Community Association stationery, nor through access to the Community Association website.

**13.1.5.** Neither petition nor letter shall be organized, solicited, circulated or posted within the community or on the Community Association website, without written permission of the Board.

## **13.2. Garage and yard sales:**

**13.2.1.** Garage and yard sales are not permitted at residences.

## **13.3. Wildlife:**

**13.3.1.** Each owner, by accepting a deed to a Unit, acknowledges that wildlife is abundant and thrives in coastal South Carolina, will be located throughout the Community, and can be very destructive to residential landscaping. All Owners are advised to use a landscape plan that contains plants known to be wildlife resistant or tolerant. In addition, all Owners and their families, guests and invitees are advised to use caution at night when driving through the community and to be on the alert for wildlife crossing roadways. Neither the Declarant nor the Community Association will be responsible for any damage caused by wildlife, whether such damage is to landscaping, automobiles, personal injury or otherwise. Neither the Declarant nor the Community Association can be required at any time or in any way control the wildlife population within the community; provided, however, the Declarant and/or the Community Association reserve the right in their sole discretion to control nuisance wildlife.

**13.3.2.** Animal hunting or trapping by owners is not permitted on Hampton Lake waters, shoreline or common properties. It is against South Carolina law to feed or entice alligators. **Violations of the “no feeding of alligators” rule are considered serious safety violations and sanctions will be in line with reckless driving violations. (I.e. \$150 fine for first offense). Additional fines (\$500) may be assessed by the State of SC. Members should not ever feed the deer, ducks, geese or turtles.** Members are responsible for their guests regarding all actions against wildlife at Hampton Lake.

**13.3.3.** Aggressive alligators or other wild animals should be reported to HL Management or Security. **An aggressive alligator is defined as one that moves toward people on land.**

**13.4. Remote-controlled toys:**

**13.4.1.** Remote controlled toys are not permitted to be operated on Hampton Lake roads and streets.

**13.4.2.** Gas Powered remote controlled toys are not permitted to be operated on any waterways or lake.

**13.5. Garage doors:**

**13.5.1.** Garage doors should be closed overnight.

**14. Enforcement**

**14.1. General**

**14.1.1.** Violations of any rule or any conduct prejudicial to the best interests of the Community Association, as the Board or General Manager may determine, will subject the violator to disciplinary action in accordance with the By-Laws, Community Charter, and these Rules.

**14.1.2.** To preserve the family-friendly atmosphere at Hampton Lake, management staff, security or local law enforcement may dismiss members, guests, or staff from Lakeside if their behavior is deemed a violation to rules outlined in these Rules and Regulations (violation outlined in section 14.2 and elsewhere).

**14.1.3.** See Chapter 8 of the Community Charter and Article 9 of the Community By-Laws for Compliance and Enforcement Authority.

**14.2. Covenants Committee:**

**14.2.1.** The Covenants Committee is a standing committee appointed by and reporting to the Board of Directors. It is comprised of HL members and non-voting representatives of management as determined by the Board.

**14.3. Violations:** For the purposes of the Rules, a “violation” shall include, but not be limited to the following:

- Any pushing, striking or unwanted physical contact
- The threat of violence or attempted violence
- Obscene, insulting or demeaning language or use of profanity directly targeted at another person.
- Disruption of Community Association harmony leading to the discomfort or embarrassment of others
- Abuse or misuse of Community Association property
- Unauthorized use of a Member charge number
- Threat of job loss by a Member to an employee
- Violation of the Rules, Community Charter or By-Laws

#### **14.4. Process:**

**14.4.1.** It is in the best interest of all concerned parties to encourage the amicable resolution of disputes involving the Community without the emotional and financial costs of litigation.

**14.4.2.** Hearings shall afford the alleged violator a reasonable opportunity to be heard. The general policy of the Community Association shall be that neither the Community Association nor the alleged violator shall have counsel present at any such hearing.

**14.4.3.** Any party wishing to report a violation should submit a written or email incident report describing the incident, date, time, location and persons involved to the General Manager (GM). The GM or his/her designee will investigate the report, and if he/she determines that a violation might have occurred, he/she will contact the property owner against whom the complaint was made within ten (10) days. The GM (or designee) shall attempt an amicable disposition of the matter satisfactory to the Community and the Property Owner within seven days after the initial contact.

**14.4.4.** If the parties cannot resolve the matter, the GM (or designee) will serve written notice to the alleged violator in accordance with the Hampton Lake By Laws and provide a copy of the notice and file to the Covenants Committee (CC). The written notice will include the nature of the alleged violation, the legal basis, a proposed remedy/resolution, any sanctions imposed, and a deadline for compliance or appeal. It will explain the procedure and timeline for an appeal to the CC.

**14.4.5.** All incident files are confidential and are maintained in the GM's (or designee) Office. The name and any identifying information regarding the grievant will be redacted from the file. Both the grievant and alleged violator(s) may review the file by contacting the GM (or designee).

**14.4.6.** The GM's decision, including sanctions, will be implemented unless the violator appeals to the CC. The GM has the authority to waive the sanctions if the violation is corrected within ten (10) days of the written notice.

**14.4.7.** If the violator appeals to the CC, the CC's decision will be implemented unless the alleged violator appeals to the Board.

**14.4.8.** In accordance with section 14.6, ongoing or repeated offenses that cannot be resolved by the GM or the CC will be referred to the Board for further action.

**14.5. Property inspections:**

**14.5.1.** The GM (or designee) will inspect the HL community at least annually for violations.

**14.6. Appeals process:**

**14.6.1.** The alleged violator may request a hearing before the CC within ten (10) days after receipt of the written notice.

**14.6.2.** If the alleged violator fails to request a hearing within that time, the right to appeal to the CC is forfeited.

**14.6.3.** If the maximum allowable fine (\$1,000 total) is reached before the hearing, the right to appeal to the CC is forfeited

**14.6.4.** If the alleged violator requests a CC hearing, the Chair of the CC will convene a Complaint Resolution Meeting within no more than twenty (20) days from delivery of the written notice of violation (above) from the GM. These meetings will be conducted in executive session and will involve only members of the CC and the alleged violator(s). No outside legal or other representation shall be permitted. All issues will be held in strict confidence. A decision by the CC requires a majority vote of a quorum of its members, The chair may vote to make or break a tie. In the case of a tie vote, the decision will be to "dismiss the complaint."

**14.6.5.** Within five (5) days after the hearing, the CC will communicate its decision, in writing, to the alleged violator and HL Board of Directors. The results will also be recorded in official minutes of the hearing.

**14.6.6.** The alleged violator may appeal the CC’s decision within five (5) days of receipt of the decision, by requesting in writing, a hearing before the Board. The Board will schedule a hearing no later than ten (10) days after receipt of the written request.

**14.7. Sanctions and Fines:**

**14.7.1.** Sanctions that may be imposed include reasonable fines, suspension of right to vote, suspension of right to use any Common Area facilities, suspension of services the Community Association provides and the levy of Specific Assessments to cover costs the Community Association incurs in bringing a Unit into compliance.

**14.7.2.** Listed below are traffic safety guidelines that include violations and fine schedules as enforced by Hampton Lake Security team as part of the community traffic safety program:

Offense	1 <sup>st</sup>	2 <sup>nd</sup>	3 <sup>rd</sup>	4 <sup>th</sup>
Speeding	warning	\$75	\$500	no access/suspended Privileges
Reckless Driving	\$150	\$500	no access/suspended privileges	
Parking Violations	warning	\$25	\$75	\$200
Failure to stop At Main Gate	warning	\$100	\$500	no access/suspended Privileges

Other offenses and fines to be determined by General Manager

**14.7.3.** For traffic violations, with the exception of reckless driving, one offense will be removed after one (1) year from the date of issue, as long as no other violation or citation has been issued.

- Proposed sanctions are listed in the table below.
- Third and subsequent violations: Same as second violation, but additionally member privileges will be suspended until corrected.
- Subsequent violations are defined as repetition of the same violation within 12 months.
- All fines will be billed on member's monthly statements per the above requirements.

If fines are not paid within 90 days, the Board will determine when to impose a lien on the owner's property.

If fines are not paid within 90 days, the Board will determine when to impose a lien on the owner's property.

**14.7.4.** For non-traffic violations: If fines are not paid within 90 days, the Board will determine when to impose a lien on the owner's property.

14.7.5. Sanctions for Non-Safety Violations		
	<b>First formal action after good faith efforts at amicable resolution have failed</b>	<b>Second or Ongoing Violation</b>
<p><b>Single Event Violations of a routine nature</b>  <i>Examples include:</i></p> <ul style="list-style-type: none"> <li>a. <i>producing excessive wake</i></li> <li>b. <i>generating excessive noise after allowable hours</i></li> <li>c. <i>failing to clean up pet waste</i></li> </ul>	<ul style="list-style-type: none"> <li>• Written Notice (see section 11.1)</li> <li>• Require immediate cessation of violation</li> <li>• \$100 fine (may be waived if not repeated)</li> </ul>	<ul style="list-style-type: none"> <li>• At the discretion of the GM, the matter may be referred to the Board immediately for further action.</li> <li>• \$100 per repetition of violation to a maximum of \$1,000</li> <li>• At the accumulation of \$1,000 in fines, the matter will be referred to the Board for further action</li> </ul>
<p><b>Ongoing Violations of a routine nature</b>            Examples include:</p> <ul style="list-style-type: none"> <li>a. failure to maintain landscape in acceptable condition</li> <li>b. failure to dispose of debris in yard</li> </ul>	<ul style="list-style-type: none"> <li>• Written Notice (see section 11.1)</li> <li>• 10 day window to correct (window may be extended if circumstances warrant)</li> <li>• \$100 fine (may be waived if corrected within 15 day or agreed window)</li> </ul>	<ul style="list-style-type: none"> <li>• At the discretion of the GM, the matter may be referred to the Board immediately for further action.</li> <li>• \$100 per day beginning at end of window to a maximum of \$1,000</li> </ul>

<p>c. making structural changes without ARB approval</p>		<ul style="list-style-type: none"> <li>• At the accumulation of \$1,000 in fines, the matter will be referred to the Board for further action</li> </ul>
<p><b>Violations of an extreme nature</b>  Examples include:</p> <ul style="list-style-type: none"> <li>a. discharging firearms or explosive fireworks</li> <li>b. feeding alligators</li> <li>c. failure to remove pine trees infested by pine bark beetles</li> </ul>	<ul style="list-style-type: none"> <li>• Written Notice (see section 11.1)</li> <li>• \$200 fine</li> <li>• Notification of authorities for any violation of local, state, or federal regulation or law</li> </ul>	<ul style="list-style-type: none"> <li>• At the discretion of the GM, the matter may be referred to the Board immediately for further action.</li> <li>• \$200 per day for ongoing violations or per repetition for single event violations to a maximum of \$1,000</li> <li>• At the accumulation of \$1,000 in fines, the matter will be referred to the Board for further action</li> </ul>

## **15. Loss or Destruction of Property or Instance of Personal Injury**

**15.1.** Each Member, as a condition of Membership, and each guest, as a condition of invitation to the premises of the Community Association, assumes sole responsibility for his or her personal property. The Community Association shall not be responsible for any loss or damage to any personal property used or stored on Community Association property.

**15.2.** Any personal property left in or on the Community Association property for six or more months, without payment of storage, may be sold by the General Manager, with or without notice, through a private or public sale or may otherwise be disposed of. The proceeds, if any, will be the sole property of the Community Association and shall be deposited in the Capital Fund account.

**15.3.** Property or furniture belonging to the Community Association may be moved by a Member in a particular room within a Community Association building but cannot be removed or moved from one room to another without the approval of the General Manager.



**15.4.** A Member shall be liable for and shall indemnify and hold the Community Association, its directors, officers, employees, representatives and agents harmless from and against any claim for property damage and/or personal injury on Community Association property or at any activity or function operated, organized, arranged or sponsored by the Community Association, caused by the Member, any guest of a Member, or any family Member of a Member. The cost to repair any damage shall be charged to the Member's account.

**15.5.** A Member, guest or other person who, in any manner, makes use of, or accepts the use of, any apparatus, appliance, facility, privilege or service whatsoever owned, leased or operated by the Community Association, or who engages in any activity, contest, game, function, exercise, competition or other activity operated, organized, arranged or sponsored by the Community Association, either on or off the premises, shall do so at his or her own risk. Each Member shall indemnify and hold the Community Association and its directors, officers, employees, representatives and agents harmless from and against all loss, cost, including attorney fees, claim, injury, damage or liability sustained or incurred by such Member, his or her family Members, and any guest, employee, invitee or contractor of such Member arising out of or resulting from any act or omission of any director, governor, officer, employee, representative or agent of the Community Association.

## **16. Emergency and Storm Precautions**

**16.1.** The Community Association reserves the right to move boats to other Dock spaces or to a mooring in cases where damage to the Dock or pilings may occur. Every reasonable effort will be made to contact the owner to do this, if time permits.

**16.2.** The owner is responsible for the proper mooring of his or her boats and is required to keep all mooring lines in good condition.

**16.3.** In cases of hurricanes or tropical storms, all boats must be removed from the Docks to prevent damage to the Dock and to the boat since wave action and wind acting on the boat place tremendous stress on the Dock and pilings.

**16.4.** Under storm conditions, a designated agent of a boat owner may enter the Community Association grounds in order to move a boat to a safe haven. Boat owners who will be away from the Community Association, or absentee boat owners, should designate an agent in writing to the General Manager.

**16.5.** For the safety and well-being of members and guests, inclement or dangerous weather, or the threat of inclement or dangerous weather will be considered by

Boathouse staff prior to renting motorized watercraft or outfitting kayaks for member use. If weather conditions or pending weather conditions are considered hazardous by Boathouse staff, member access to motorized boats or kayaks may be postponed to a later time or date.

**The Community Association's determination IN ACCORDANCE WITH THIS SECTION shall be final.**

Notwithstanding the requirement for notice and hearing set forth above, the Community Association may immediately suspend the rights of a Member, a Designated Member, or any Designated User if the Community Association determines, in its sole discretion, that such person's conduct, if repeated, would pose a threat to the welfare and safety of the Community Association or its Members or that the time period involved in complying with the procedure set forth above would render such hearing procedure ineffective to address or prevent a recurrence of such person's conduct within such time period. In such event, the Member, Designated Member, or Designated User involved shall have the right to appeal the suspension to the Community Association or its designee by submitting a written notice of appeal that is received by the Community Association or its designee within 15 days after the date of suspension. If such a suspension is appealed, the Community Association or its designee shall comply with the applicable notice and hearing procedures set forth above. If such a suspension is not appealed, the Community Association or its designee shall review the facts surrounding the suspension to determine the length of the suspension or if further disciplinary action is necessary.

**Hampton Lake Community Association Rules & Regulations Acknowledgement form**

I have read and understand and agree to follow the Hampton Lake Community rules & regulations.

\_\_\_\_\_  
Member's Signature

\_\_\_\_\_  
Spouse Signature

Please sign above & return this signature page only to:

Hampton Lake Community Association  
Post Office Box 3278  
Bluffton, SC 29910