

Hampton Lake

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

Summer 2009
Fourth Edition

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”) and the By-Laws of Hampton Lake Community Association, Inc. (“By-Laws”). 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 these Rules & Regulations shall control. However, 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.

1. General Rules

- 1.1. Smoking is permitted at designated locations in the outdoor areas of Lakeside. Those locations include: the outdoor areas in front of the clubhouse (“Lakehouse”), the outdoor bar area (“Tower Bar”), and Hampton Lake beach (“Sandi Point”). 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.
- 1.2. 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.
- 1.3. 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.
- 1.4. 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.
- 1.5. 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.

- 1.6. 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.
- 1.7. 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 or inside any buildings at Lakeside.
- 1.8. Animal and pet waste must be removed by the owner of the animal or pet. Leashes are required for dogs when off owner's property except as provided in the rules for Dog Paddle Park and Nature Trails. 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.
- 1.9. 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.
- 1.10. 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. 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.
- 1.11. 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.**
- 1.12. 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.
- 1.13. 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 17).
- 1.14. An adult is considered to be any person having reached 21 years old or older.

2. Membership

Membership Charges

- 2.1. Dues and fees will be prorated for the first dues period from the closing date of the transaction in which the Membership is acquired.
- 2.2. The Member's account shall be due and payable as provided in Paragraph 7, Sections 7.1 and 7.2 below.
- 2.3. Each Member including the designated Member (as defined in section 2.5) 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.
- 2.4. 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.

Designated Users

- 2.5. As defined in the Community Charter, if the owner of a homesite 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 homesite. 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.

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.

Membership Decals

- 2.6. 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 only available to Members or designated members (Section 2.5). Back gate access devices (transponders) or cards are non-transferable and are available through the General Manager's office. One transponder will be issued to each Member. Members have the option of purchasing additional transponders. The General Manager, at his discretion, has the right to deactivate or change entrance codes to the back gate.

Membership Correspondence

- 2.7. 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.
- 2.8. All correspondence to the Community Association should be addressed to:

General Manager
Hampton Lake Community Association, Inc.
200 Hampton Lake Crossing
Bluffton, SC 29909

3. Non-Solicitation Policy

- 3.1. 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.
- 3.2. 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.
- 3.3. 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.

4. Loss or Destruction of Property or Instance of Personal Injury

- 4.1. 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.
- 4.2. 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.
- 4.3. 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.

- 4.4. 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.
- 4.5. 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.

5. Dining

General Rules

- 5.1 As needed, the General Manager may modify the Reservations policy (if reservations are ever accepted) on a case-by-case basis.
 - 5.1.1 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.

Private Events

- 5.2 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 Director of Fun.
- 5.3 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.
- 5.4 Entertainment for private parties is allowed and encouraged subject to the approval of the General Manager. Such entertainment shall be in good taste.
- 5.5 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.
- 5.6 A 20% Service Charge will be added to all catered events at the Community Association.

- 5.7 The Community Association reserves the right to charge a use fee and a damage deposit for private functions.
- 5.8 For events exceeding \$5000, 75% of the total estimated bill must be paid prior to the event.
- 5.9 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; provided, however, outside caterers will not be allowed to use the kitchen and bar area at Backwater Bill's or locked portions of the Tower Bar.
- 5.10 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.

Alcohol

- 5.11 The Community Association is committed to act responsibly in the sale and service of alcoholic beverages.
- 5.12 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.
- 5.13 Alcoholic beverages will be served in Lakeside at Backwater Bill's and the Tower Bar. During Backwater Bill's and Tower Bar operational hours, 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.

Attire

- 5.14 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.
- 5.15 Inappropriately dressed Members and guests will be asked to change and may, at the discretion of Community Association personnel, be refused service.
- 5.16 The General Manager, at his discretion, may modify the dress standards for special activities or functions.

6 Guests

General Rules

- 6.1 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.
- 6.2 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.
- 6.3 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.
- 6.4 Guest passes may be issued for up to 7 days.

Gatehouse Services

- 6.4.1 The Community Association provides twenty-four (24) hour gated entry control and patrol for all areas of the Community Association.
- 6.4.2 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.
- 6.5 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 e-mailing, GatePass@Hamptonlake.com should be used; and requests by phone should be to 843-836-7490.
 - 6.5.1 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 Director of Gatehouse Services.
 - 6.5.2 To add flexibility for member access to Hampton Lake, members will be provided an electronic entry pass that will allow entry through the south gate (Old Miller Road). To maintain qualified access to Hampton Lake and security, members should retain these electronic passes for their personal use. As outlined in section 6.1, guests may enter through the Main Gate with an appropriate community pass.

House Guests

- 6.6 A “House Guest” is defined as a guest who is temporarily residing in a Member’s residence within the Community Association property.
- 6.7 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.
- 6.8 House Guests are permitted to use the amenities unaccompanied by the sponsoring Member in accordance with the Rules.
- 6.9 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.
- 6.10 House Guest privileges may be limited, from time to time, at the discretion of the General Manager.

7 Delinquent Accounts

- 7.1 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.
- 7.2 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.
- 7.3 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.
- 7.4 The first statement which indicates an account is not current will trigger a reminder notice that the account is past due on the statement.
- 7.5 Within 15 days after notice referenced in 7.4 above, the Member is contacted by telephone (45-day call) as a courtesy follow-up call to ensure the Member received the 30-day letter and to determine if there is any dispute.
- 7.6 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 use of the amenities) could be suspended.

7.7 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.
- 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.

8 **Lake Use Rules and Regulations**

General Rules

- 8.1 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 8.15 to obtain boating permit).
- 8.2 No swimming is allowed anywhere in the lake.

Community Association Motorized Boats

- 8.3 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.
- 8.3.1 Members are responsible for any damage to club-owned boats due to negligent operation. Members will be notified of any damages and billed accordingly.
- 8.3.2 No pets are allowed on club-owned boats.
- 8.4 Children under the age of eighteen (18) must be accompanied by a parent or adult while aboard any motorized watercraft owned by Hampton Lake Community Association.
- 8.5 All watercraft must be operated in a safe manner and should not be operated recklessly.
- 8.6 All watercraft shall operate at no wake speed.
- 8.7 Watercraft may tow disabled watercraft but are not allowed to tow other objects.
- 8.8 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.

- 8.9 All watercraft racing is prohibited.
- 8.10 Please respect the safe occupant load limit of each watercraft. No watercraft may contain more than its rated safe occupant load limit.
- 8.11 Non-motorized watercraft such as kayaks, rowboats, canoes, etc. have the right of way over motorized watercraft.

Member Owned Motorized Boats

- 8.12 Watercraft must not exceed 22 feet in length; 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 horsepower. 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.
- 8.13 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.
- 8.14 All motorized 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.
- 8.15 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.

Community Association Kayaks

- 8.16 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.
- 8.16.1 Members and their guest wishing to use kayaks after normal operational hours, must make prior arrangements at the Tacklebox. Members must supply their own paddle for after-hours operation.
- 8.17 Children under the age of thirteen (13) years old must be accompanied and supervised by an adult while using a community owned kayak.
- 8.18 Personal flotation devices must be worn at all times while using the kayaks in accordance with South Carolina regulations.
- 8.19 All equipment, including kayaks, oars, flotation devices, etc. must be returned to their proper location upon leaving the Boathouse or the wilderness campsite (“Outpost”).

Fishing

- 8.20 Members and guests are permitted to fish in Hampton Lake.
- 8.21 Our goal for fishing at Hampton Lake is for it to be one of the finest fishing lakes in the Southeast. In order to promote and protect this goal, fishing at Hampton Lake until September 1, 2008 will be catch and release for all adults 18 years and older. Hampton Lake will allow children to keep fish based on the provisions outlined in 8.22.
- 8.22 Harvest regulations as of June 30, 2009 are as follows:

Bluegill/Shellcracker:	10 per day
Catfish:	no limit
Crappie:	no limit
Largemouth Bass:	< 15 inches, no limit, otherwise 1 per day
Hybrid-Striped Bass:	2 per day

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.

Miscellaneous

- 8.23 Deposit of trash, debris, 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.
- 8.24 Specific water events or activities must be authorized through the General Manager, Lake Maintenance Corporation, or the Hampton Lake Community Association.
- 8.25 Animal hunting or trapping will not be allowed on Hampton Lake waters (except as permitted by the Lake Management Corporation), shoreline or common properties. It is against South Carolina Law to feed or entice alligators. Members are responsible for their guests in all actions toward wildlife at Hampton Lake.
- 8.26 A Member must receive approval of the General Manager or Lake Maintenance Corporation to place additional fishing structure in Hampton Lake.

Inclement/ Dangerous Weather Policy

- 8.27 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.

9 **Dock Policy and Rules**

Community Association Docks

- 9.1 The Community Dock facilities (“Docks”) around Doc’s Boathouse, Lakehouse, 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.
- 9.2 Power at Docks is available on an 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.
- 9.3 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.
- 9.4 Water hoses shall be neatly coiled around the spigot.
- 9.5 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.
- 9.6 Refuse must not be thrown overboard. In addition, no person shall discharge sewage, wastewater, fuel, oil, or any similar material into the water.
- 9.7 Noise shall be kept at a minimum at all times so as not to create a nuisance or disturbance in the Dock area.
- 9.8 Vessels must adhere to all speed and wake regulations when operating around Lakeside.
- 9.9 Moored rafts or mooring buoys are not permitted.
- 9.10 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.
- 9.11 Shoes should be worn at all times by anyone accessing the Docks; no running is allowed.
- 9.12 No swimming or diving is permitted from Docks or anywhere in the lake.

- 9.13 Members are responsible for informing guests of the Dock policies and rules.
- 9.14 Fish cleaning is limited to the fish cleaning station while at Lakeside.

Member Owned Boat Slips

- 9.15 Dock boxes are allowed provided they are approved through Hampton Lake's Architectural Review Board (ARB).
- 9.16 Water hoses shall be neatly coiled around the spigot.
- 9.17 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.
- 9.18 A boat docked at a member's boat slip shall not protrude further than 3 feet from the outside of the bulkhead wall.

Emergency and Storm Precautions

- 9.19 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.
- 9.20 The owner is responsible for the proper mooring of his or her boats and is required to keep all mooring lines in good condition.
- 9.21 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.
- 9.22 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.
- 9.23 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.

10 Private Residential Golf Carts & Mopeds

- 10.1 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.

- 10.2 All residential golf carts and mopeds must be stored in a resident's garage
- 10.3 Golf cart and moped parking is allowed at Lakeside in the car parking lot and in the designated cart parking area.
- 10.4 Golf carts and mopeds are not allowed on nature trails.

11 Nature Trails

General Rules

- 11.1 Fires are permitted only in the designated fire pit and campsite barbeque areas and must not be left unattended.
- 11.2 Fishing does not require a personal license; however Hampton Lake fishing regulations must be followed (reference 8.20, 8.21 and 8.22).
- 11.3 No swimming or entering the lake from nature trails is allowed.
- 11.4 Wildlife should not be disturbed, nor should plants be picked, damaged, or removed from the any nature area or trail.
- 11.5 Glass bottles and glass containers are not permitted in the trail areas.
- 11.6 All trash must be placed in the proper receptacles upon leaving the trail areas. No trash, food, or beverage may be disposed of in the water or on the trail.
- 11.7 For the enjoyment of others, pets must be on a leash or under voice command. Owners are required to remove all waste a pet leaves behind on or around trails.
- 11.8 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.
- 11.9 Nature trails wind around and through Hampton Lake property and near private homesites. Please be respectful of the privacy wishes of others and leave or access the trails at designated areas only.
- 11.10 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 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. Applicable rules and regulations by government agencies applicable to children, including use of personal flotation devices, must be complied with at all times.
- 11.11 Jogging and hiking are encouraged on all nature trails.
- 11.12 No bicycles are allowed on nature trails. Paved roadways and sidewalks should be used for biking.

12 The Outpost

General Rules

- 12.1 Fires are permitted only in the designated fire pit and campsite barbeque areas and must not be left unattended.
- 12.2 The Outpost quiet hours are from 11:00 pm to 7:00 am.
- 12.3 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.
- 12.4 Glass bottles and glass containers are not permitted at the Outpost.
- 12.5 No swimming or diving is allowed from the Outpost dock area.
- 12.6 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.
- 12.7 Members and guests may fish from the bank or the Outpost dock.
- 12.8 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.

13 Dog Paddle Park

General Rules

- 13.1 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.
- 13.2 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
- 13.3 All dogs must have collar with license and shots up to date (rabies, distemper, parvovirus etc.) clearly displayed.
- 13.4 Dogs may be off-leash in appropriate areas at Dog Paddle Park but must be under reasonable control with voice commands.
- 13.5 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.
- 13.6 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.

- 13.7 Animal and pet waste must be removed by the owner of the animal or pet. Appropriate waste receptacles will be available at Dog Paddle Park.
- 13.8 Please do not allow your animal to dig holes, and if they do please replace the damaged ground.
- 13.9 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.

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.

14 Spa & Fitness Center Rules

General Fitness Rules

- 14.1 No wet bathing suits or bare feet are permitted inside the Fitness Center. Restrooms and changing rooms are available at the pool house adjacent to Adventure Lagoon.
- 14.2 Use of the Fitness Center is permitted only during open hours.
- 14.3 All Members and guests must sign in.
- 14.4 Ten (10) complimentary guest visits to the Fitness Center are allowed per Member account. Guests will be charged ten dollars (\$10) per visit thereafter. Guest visits will be considered on a per person basis.
- 14.5 No physician or nurse will be on duty.
- 14.6 The use of all fitness equipment and exercise in all fitness areas requires closed-toed shoes.
- 14.7 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.
- 14.8 All persons must obtain instruction on how to use any equipment before attempting to operate it.
- 14.9 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.
- 14.10 Horseplay, profanity, disruptive conduct, smoking and eating in the exercise areas are strictly prohibited.
- 14.11 Use of the aerobics, Pilates, and exercise facilities is at the user’s sole risk.

- 14.12 All Members are encouraged to schedule a Fitness Evaluation/Health Screening prior to using the Fitness Facility.
- 14.13 Pets are not permitted inside the Spa & Fitness Center.

Sauna & Steam Room Rules & Regulations

- 14.14 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.
- 14.15 Use of the sauna or steam room should be limited to 10 minutes at a time.
- 14.16 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.
- 14.17 After exercising, Members should take at least 5 minutes to cool down before entering the sauna or steam room.
- 14.18 Food & drink is prohibited inside the sauna or steam rooms.
- 14.19 Members are required to shower before entering the steam room or sauna.
- 14.20 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.

Pool Rules & Regulations

- 14.21 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.
- 14.22 Coolers are permitted at the pool and beach but are restricted to soft-sided (no hard shell or coolers on wheels permitted) and may only contain food and beverage when Backwater Bill's and Tower Bar are closed and not serving food or beverage. Soft-side coolers may be used at anytime for the provision of food and drinks for infants or young children under the age of 5.
- 14.23 Only alcohol purchased from Backwater Bill's or the Tower Bar is permitted on the pool deck.
- 14.24 All swimmers must wear appropriate swimming attire.
- 14.25 The staff has full authority to enforce these rules and regulations.
- 14.26 Swimming or use of the pool deck and associated facilities is permitted only during posted hours.
- 14.27 Use of the pool facilities is at the user's own risk.

- 14.28 Any person with a health problem that may be contagious to others by use of the pool is specifically prohibited from using the pool.
- 14.29 No pets are allowed in the pool area.
- 14.30 Lounge chairs, Cool Huts, Sunbrellas and other pool equipment may not be reserved, they are provided by the Community Association and may be used on a first come first serve basis. 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).
- 14.31 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 three families or larger, members must contact the club Director of Fun 48 hours in advance to insure the group can be accommodated.
- 14.31.1 The following guests may enjoy the pool facilities without being accompanied by a member: Family members, guests staying at a member's home, Sneak-A-Peek guests, and guests granted pool access at the sole discretion of the developer (Reed Development).
- 14.31.2 Family members are defined as spouses, children, siblings, parents, grandparents, and grandchildren.
- 14.32 Glass objects and sharp objects are not permitted in the pool area.
- 14.33 Trash should be disposed of in appropriate containers.
- 14.34 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.
- 14.35 Children in diapers and those not toilet trained are not permitted in the adult pool. Parents who have children in diapers and wish to use the children's pool should 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 Spa & Fitness retail shop.
- 14.36 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.
- 14.37 Horseplay, profanity, disruptive conduct, diving, and smoking in the pool or pool deck area are strictly prohibited.
- 14.38 The pool staff reserves the right to close any of the pool areas for maintenance, repair, or due to inclement weather.
- 14.39 Members and guests should shower before entering the pool.
- 14.40 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.

- 14.41 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.

Indoor Hydrotherapy Pool Rules & Regulations

- 14.42 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.
- 14.43 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.
- 14.44 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.
- 14.45 The pool may not be used while intoxicated or under the influence of anticoagulants, antihistamines, vasoconstrictors, stimulants, hypnotics, narcotics or tranquilizers.
- 14.46 No food or drink is allowed in the pool.
- 14.47 Adults and children sixteen (16) years of age and older are permitted to use the indoor pool facilities. All Members and guest must be sensitive that based on Spa usage for massage and other treatments, use of the indoor pool/spa may be limited based on scheduling of the Spa facility.

15 Fish Tales

- 15.1 Children under age 13 must be supervised by an adult or legal guardian at all times while using the Fish Tales facility.
- 15.2 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.
- 15.2 Games and equipment are provided for all members and guests to enjoy. Please return games and furniture to their designated locations when leaving Fish Tales. Members are responsible for any damages to the Wii Game System.
- 15.3 To insure the safety of our little ones, secure the child-proof gate at the stairs upon arrival.
- 15.4 Fish Tales is available for private parties. Please contact the Director of Fun for arrangements.
- 15.5 First aid supplies are available inside the wall-mounted cabinet adjacent to the restrooms.

16 Leasing of Units

- 16.1 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).
- 16.2 Any Owner (excluding Hampton Lake, LLC) leasing such Owner's improved Unit shall give written notice of such lease to the Board of the Community Association within ten (10) days of entering into such lease, which notice shall provide the name and address of the intended lessee, the terms of the proposed lease and such other information as the Board may reasonably require.

17 Enforcement Procedures

- 17.1 For the purposes of the Rules, a "violation" shall include, but not be limited to the following:
- 17.1.1 Any pushing, striking or unwanted physical contact.
 - 17.1.2 The threat of violence or attempted violence.
 - 17.1.3 Obscene, insulting or demeaning language or use of profanity directly targeted at another person.
 - 17.1.4 Disruption of Community Association harmony leading to the discomfort or embarrassment of others.
 - 17.1.5 Abuse or misuse of Community Association property.
 - 17.1.6 Unauthorized use of a Member charge number.
 - 17.1.7 Threat of job loss by a Member to an employee.
 - 17.1.8 Violation of the Rules, Community Charter or By-Laws.
- 17.2 The following are not considered violations for the purposes of this section but should be acted upon in accordance with the Rules:
- 17.2.1 Any quality or service complaint.
 - 17.2.2 Any other factually based complaint.

17.3 Any person wishing to report a perceived violation by a Member shall submit a written incident report fully describing the perceived violation, including date, time, and persons involved, to the General Manager of the Community Association. The General Manager shall investigate the matter and, if a violation is found to have occurred, shall submit a report describing such incident to the Board of Directors.

17.4 The General Manager and the Board of Directors, in its discretion, may serve the alleged violator with a written demand to cease and desist from the alleged violation. Such written demand shall include information specifying the alleged violation, action required to abate the violation, and a time period of not less than five (5) days during which the violation may be abated without sanction. The demand shall include a statement that any violation continuing past the period allowed in the written demand, or the same violation occurring within twelve (12) months of such demand may result in the imposition of sanctions after notice and hearing.

If a sanction is to be imposed, the Board of Directors shall serve the alleged violator with written notice of a hearing to be held by the Board of Directors in executive session, as provided in the By-Laws.

The hearing 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.

18. Tennis

18.1 Appropriate tennis attire and shoes are required.

18.2 Please call Fitness Central (843-836-7470) to reserve a court. Fitness Central staff can also assist with arranging matches.

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

18.4 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.

18.5 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.

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

18.7 Courts may be closed occasionally for maintenance.

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