

## **HAMPTON HALL CLUB, INC.**

### **Rules and Regulations for Short Term Rentals**

Section 1. **Definitions.** Any and all capitalized terms used in these Rules and Regulations for Short Term Rentals (herein, the “*STR Rules*”) shall have the same meaning as contained within the recorded *Amended and Restated Declaration of Covenants, Conditions and Restrictions for Hampton Hall Club*, as amended (herein, the “*Covenants*”), unless the context requires otherwise or unless otherwise specified herein. In the event of any conflict or ambiguity between these STR Rules and the provisions of a state statute, the Covenants, or the Bylaws, the provisions of such statute, the Covenants, or the Bylaws, as the case may be, shall control.

Section 2. **Applicability.** These STR Rules are enacted by the Board of Directors in accordance with Section 4.08 and Section 11.08 of the Covenants. These STR Rules apply only to those Homesites referred to as the Cottages, situated on lots C-1 through C-29 in Hampton Hall, when marketed for and/or rented as a STR, and shall be binding upon all Owners and lessees of Owners of a said Cottages as well as their tenants, families, invitees, and guests, and any other Persons that may occupy a Cottage under a STR rental agreement. These Rules do not apply to the personal non-rental use of any Cottage by the Owner. The Board of Directors reserves the right, as granted by the Covenants, to amend these STR Rules and to set and to amend mandatory minimum durations for STR from time to time in the Board’s sole discretion. Any changes to the STR Rules shall be communicated to the Cottage Owners and shall be provided 30 days in advance of the effective date of the changes.

Section 3. **Short Term Rentals.** Short Term Rentals (herein, “*STRs*”) are defined as rental periods of less than six (6) months in duration. In accordance with the Covenants, STRs are only permitted in the Cottages.

Section 4. **Minimum Rental Period.** The minimum rental period allowed for STR shall be three consecutive nights.

Section 5. **Amenities.** Tenants of Cottages may have access to the Club Facilities of Hampton Hall by purchase of a Club Discovery Membership and/or a Golf Discovery Membership. The Club Discovery Membership is valid for 30 days and provides the Tenant access to all non-golf Club Facilities. The Club Discovery Membership is renewable, and is available at the then current monthly rate for Club Dues plus Club Reserve Contribution. The Golf Discovery Membership is valid for 60 days and provides the Tenant access to the Golf facilities. One Golf Discovery Membership may be purchased per Tenant, regardless of the term of the Tenant lease or number of leases by the Tenant, and is available at the then current monthly rate for Golf Discovery Memberships. The Tenant may enroll in either Membership at any time during the rental period.

Amenity access and use by family members and personal guests of Hampton Hall Members who may temporarily reside in the Cottages will be governed by existing policies, procedures, and fees of Hampton Hall Club. **For purposes of these regulations and applicability of the**

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**Hampton Hall Guest Policy, Tenants are not considered personal guests of the cottage owners.**

Section 6. **Occupancy Restrictions.** Overnight occupancy of the Cottages shall not exceed the following:

Two-bedroom units are limited to six occupants.

Three -bedroom units are limited to eight occupants.

Four -bedroom units are limited to ten occupants.

The minimum age of the responsible Tenant shall be 25 years old.

Section 7. **Tenant parking.** Tenant parking in the areas adjoining the Cottages shall be limited to one vehicle per rental unit bedroom. Tenants are not permitted to store or park trailers, recreational vehicles, boats, etc. anywhere in Hampton Hall.

Section 8. **Conduct of Tenants.** Disruptive or unauthorized events are not permitted. Cottage Owners are responsible for the behavior and conduct of their Tenants. All Tenants are required to comply with all rules, policies, procedures, and governing documents of Hampton Hall Club, and all applicable local, state, and federal laws, regulations, and standards, and to obey all posted signs. All rental and lease agreements shall include language affirming the responsibility of Tenants for said compliance. All violations which result in monetary fines and repairs of any damages caused by Tenants shall be charged to the Cottage Owner's Club account. Any conduct which results in the expulsion of a Tenant prior to the end of the STR term will be the responsibility of the Cottage Owner. The Club will not be liable for any unpaid rental charges.

Section 9. **General.** All Cottage Owners offering STRs for less than 30 consecutive days in duration must meet and maintain continual compliance with Chapter 6, Article V of the General Code of the Town of Bluffton (Ordinance 2020-25) and any amendments thereto, and all other applicable local, state and federal laws, regulations and standards. Any Cottage Owner intending to offer a Cottage for less than 30 consecutive days in duration shall submit copies of a valid Town of Bluffton business license and valid Town of Bluffton short-term rental unit permit to the designated Club office annually.

Section 10. **Administration.** Cottage Owners must notify the Club in advance of the start of any STR by submitting to the Club's administrative offices the then-current version of the Cottage Rental Notification form, which shall be available on the Club's website and at the Club's administrative offices. A non-refundable administrative \$50.00 fee shall accompany the required notification.

The Cottage Owner or a designated person authorized to act as agent for the Cottage Owner shall be available by telephone at all times during the rental period and shall take immediate and appropriate action if and when contacted by the Club to resolve any issues that may arise in connection with the Owner's rental property or Tenants. Cottage Owners who utilize a property management agent shall provide their designated agent's contact information on the Cottage

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Rental Notification form, and a copy of the Power of Attorney or other document that empowers the agent to act on the Owner's behalf.

Section 11. **Gate Passes.** Cottage Owners or their designated agents are responsible to arrange for gate passes for their Tenants via Dwelling Live. Passes shall only be valid for the rental period.

Section 12. **Penalties.** Failure to abide by these rules and regulations may result in fines and/or any other action permitted by law, including but not limited to suspension of booking and rental privileges or suspension or termination of Membership, as determined by the Board of Directors of Hampton Hall Club.

Section 13. **As a material inducement to permitting the short-term rental of a Cottage, the Owner and any Tenant of a Cottage agree that the Club will not be liable to Owner, Tenant or any other party for any injury to any person using the Cottage or any Common Property during the term of the Tenant's rental. Owner shall defend, indemnify and hold harmless the Club, the Board, and their agents, representatives, officers, directors, Members, and employees from and against any and all claims, actions, suits, damages, demands, losses, costs, expenses and disbursements, including court costs and reasonable attorney's fees, resulting from any injuries to or death of any person or damage to any property (including, without limitation, damage to the Common Property by Tenant or any other real or personal property owned by the Club or within Hampton Hall) arising out of, relating to or in connection with the Tenant's use and rental of the Cottage or the Owner's use of the Cottage as a short-term rental, the use of the Common Property by Tenant or others in connection with short-term rentals, the failure of Owner or Tenant to perform any obligations under the Covenants, Bylaws or these Rules and Regulations, or the negligence or willful actions of Tenant and/or Owner's guests, invitees, or others at the Cottage or within Hampton Hall. To the extent permitted by applicable law, any statutory or common law remedies, which are inconsistent with the provisions of the foregoing indemnity and waiver are waived by the Owner. The duties to indemnify contemplated hereby include the duty to pay all reasonable and necessary attorneys' fees and costs incurred by the indemnitee in connection with any such proceedings and shall survive the termination of the short-term rental. Notwithstanding anything above, this clause does not exempt the Club from injuries due to the Club's gross negligence or willful misconduct of its employees or agents.**

Section 14. **Communication.** These Rules and Regulations shall be provided by the Cottage Owner to the Tenant at the time of execution of each lease/rental agreement.

### Cottage Rental Notification

Property Owner \_\_\_\_\_ Member # \_\_\_\_\_

Property Owner 24-hour Telephone Contact \_\_\_\_\_

Designated Agent \_\_\_\_\_ Telephone \_\_\_\_\_

Property Address \_\_\_\_\_

Two bedroom     Three bedroom     Three bedroom

Town of Bluffton Business License Number \_\_\_\_\_ Expires \_\_\_\_\_

Town of Bluffton Rental Unit Permit Number \_\_\_\_\_ Expires \_\_\_\_\_

Rental Period: From \_\_\_\_\_ to \_\_\_\_\_ inclusive.

Tenant Name \_\_\_\_\_

Is tenant a family member or guest of a Hampton Hall member?\*

Yes Member name \_\_\_\_\_  No

Tenant Address \_\_\_\_\_

Tenant contact telephone during rental \_\_\_\_\_

Number of adults to occupy property \_\_\_\_\_ Number of children \_\_\_\_\_

*Tenant vehicle information, if not available at the time of form submission, must be provided to Club Management on the first day of the rental term.*

Vehicle #1

Year, Make, Model, Color \_\_\_\_\_

License Plate Number \_\_\_\_\_ State of Issue \_\_\_\_\_

Vehicle #2

Year, Make, Model, Color \_\_\_\_\_

License Plate Number \_\_\_\_\_ State of Issue \_\_\_\_\_

Vehicle #3

Year, Make, Model, Color \_\_\_\_\_

License Plate Number \_\_\_\_\_ State of Issue \_\_\_\_\_

**Cottage Owner hereby acknowledges and agrees to abide by all terms of the Hampton Hall Club, Inc. Rules and Regulations for Short Term Rentals.**

Owner or Designated Agent Signature \_\_\_\_\_

Date \_\_\_\_\_

**Office Use:** \*Registration Fee Paid:  \$50.00 Date \_\_\_\_\_