

## **RULES, REGULATIONS AND RESOLUTIONS ('RRR')**

**THE PRESERVE AT INDIGO RUN OWNERS' ASSOCIATION, INC.**

<https://thepreserveatindigorun.com>

**The following is a guideline for all owners, co-owners and residents including Tenants. Readers are encouraged to read the Master Deed, Rules, Regulations and By-Laws that should have been presented at your closing (or received before you took residence as a tenant) when you purchased or rented your villa at the Preserve or download from our web site (see above).**

Master Deed, Paragraph 16 "...All owners shall comply with the provisions of the Master Deed and authorized amendments thereto; By-Laws, decisions and Resolutions of the Board or other representatives, as lawfully enacted from time to time, together with any lawfully adopted amendments thereto..."

Appendix "A" to the By-Laws – "...Each owner, co-owner, his family, occupants and guests agree to observe all RRR and to assist the Association in keeping this Community an attractive and pleasant place in which to live. ANY expense incurred by the Association (Regime) as a result of violation of the 'herein' insofar as feasible, may be assessed against the owner/co-owner as additional Common Expense in the form of a Specific Assessment as defined in the By-Laws..."

Any rule and/or Regulation is worthless unless there are consequences for ignoring them. The board reserves the right to levy fines and penalties ranging from a warning to a monetary penalty to be decided by the Board and/or eviction in the case of a Tenant.

**ANY OWNER RENTING THEIR VILLA IS OBLIGATED TO ASSURE THAT THE HEREIN RRR ARE GIVEN TO ANY TENANT EITHER BY THEM (owner's) OR THE COMMERCIAL AGENCY (property manager) RENTING THEIR VILLA. FINES LEVIED AND NOT PAID BY OCCUPANTS OTHER THAN THE OWNER WILL BE CHARGED TO THE OWNER'S REGIME ACCOUNT. IF LEFT UNPAID, STANDARD COLLECTION PROCEEDINGS WOULD ENSUE AGAINST THE OWNER.**

### **ENTRANCES, WINDOWS, PATIOS/BALCONIES, INTERIORS AND STORAGE**

1. Sidewalks and entry ways shall not be obstructed or used for any purpose other than ingress and egress.
2. No vehicles are permitted on the lawns (you can destroy our irrigation heads).
3. No littering (cigarette butts, bottles, drink cans etc.)
4. No signs, flags, banners, clothing, sheets, towels etc., shall be hung from the windows, rails, porches or displayed on Regime (common) property.
5. No exterior alteration of any nature

6. All draperies or other window treatments must be lined in white
7. Patios and balconies shall not be used for storage of items such as boxes, trash, athletic equipment etc.
8. No cooking grill or open fires are permitted on the balconies at any time (insurance/fire codes)
9. No 'hard' flooring may be installed in Magnolia and Cypress models without the permission of the Board - Hawthorne and Azalea models exempted as they are above garages and thus would not be an annoyance to residents below. Cypress and Magnolia models IF granted permission to install hard flooring (wood, tile etc.) must pre-install an approved sound buffer (to preserve the sanity of your downstairs neighbor) and use a licensed contractor. Additionally, all flooring must be installed as a 'floating' floor due to fire code relating to the fire protection afforded by the 'Gypcrete (Gypsum concrete). Failure to comply with these requirements may entail the removal of the flooring not in compliance.
10. Nothing may be attached to the exterior walls (banners, flags, signs etc.) or roof without written permission of the Board.
11. **Dish receivers (DirectTV and Dish Network for example) are NOT permitted.** Dishes installed illegally will be removed at the owner's expense. Any damage to the building will be charged to the resident and/or owner. Such installation voids the new roof's warranty
12. Dead plants are not decorative. Any dead plants, empty pots etc., are not allowed and will be removed at the owner's expense. Pots placed on dirt will always eventually lean as rain washes the undelying dirt.

#### POOL, TENNIS, FITNESS CENTER

1. Residents are responsible for their guests, in residence or not. Residents (owners and tenants) are reminded that all guests are obligated to comply with the herein RRR's.
2. The pool and fitness center are private and for the exclusive use of residents and guests (see 'guest' definition below).
3. A 'GUEST' is defined as someone who is visiting an owner/resident and is temporarily **in residence** at the Preserve. *In other words, residents can't have their friends that don't live in the Preserve use our amenities whenever they choose, we are not a semi-public facility.*
4. **No children should be in the pool without supervision by an accompanying competent swimmer at all times**
5. All persons using the Preserve's facilities do so at their own risk and bear sole responsibility for any accident or injury in connection with such use and in conformance with all RRR
6. Glass objects of any kind (beer bottles for instance) are prohibited in the pool area.
7. Due to the presence of dangerous heavy gym equipment, for safety reasons children under 16 are prohibited from using gym equipment at any time. Infants in trams are allowed but under no circumstances will a child be allowed on the floor or allowed out of a carriage/stroller or tram.
8. Smoking is NOT allowed at the pool between 1 April and 30 September.
9. If you want to listen to music, great. Use ear-buds. What you like in music is not necessarily what everyone else likes. The pool is for *all* residents...Including those that prefer peace and quiet.
10. **Use of the pool cabana does NOT grant use of the pool or pool area (tables/chairs etc.)**

#### DISTURBANCES OF OTHER RESIDENTS

1. All radios, television set, electronic equipment, etc. shall be turned down to a level of sound that does not unreasonably disturb other residents.

2. Use common sense in running dishwasher, washing machine or dryer. Do not use them after 10 p.m. or before 8 am
3. No radio, television set, electronic equipment, etc. located in bedrooms shall be played after 10 PM, nor before 8 AM in such a manner or volume that can be heard in adjoining villas' bedrooms (TV's against adjoining bedroom walls are a particular problem)
4. No loud musical instruments shall be played in the Villa at any time
5. Automobile stereos must at all times be kept at a reasonable level as determined by Property Manager or Board representative
6. **Courtesy hours will be in effect from 10 PM to 8 AM. Please keep the noise level down – no slamming doors, running your dog around, washing or drying and refrain from talking on cell phones (or any loud noise) on your balcony, etc. Essentially no disturbance that affects your neighbor's right to peaceful enjoyment of their home.**
7. Stereo speakers (all audio, TV) in second floor villas will be placed on stands or pedestals to lessen the vibration transmitted to floors or walls of adjoining villas
8. Overly loud mufflers are not allowed.
9. **Allowable work hours for interior construction/remodeling by owners are Monday through Friday 9 a.m. to 6 p.m. and on Saturday from 10 a.m. to 5 p.m. NO work is allowed on Sundays or Holidays**

#### TRASH

1. All household trash must be placed IN the compactor or recycle bins at the back gate.
2. **ALL LARGE BOXES AND ITEMS OTHER THAN HOUSEHOLD TRASH must be taken to the recycling center just down the road. Anyone found leaving prohibited items around or in the compactor will be charged a fine of \$50 plus the cost of removing such items to the recycling center. Any vendor (i.e.: contractor, delivery person) working for a resident using the Preserve compactor will be fined, charged with trespass and illegal dumping (this is a police action). Unpaid fines will be charged to the resident hiring the vendor/contractor**

#### PETS

1. No dogs or cats are allowed to run outside, UNLEASHED at any time. This is the law in Hilton Head and Beaufort County as well as a Preserve regulation
2. No animals over **75 pounds** (basically anything larger than an over-weight Labrador)
3. **ALL OWNERS ARE RESPONSIBLE FOR CLEANING UP AFTER THEIR DOGS.** Owners will be fined a minimum of \$50 per incident. Resident's are strongly encouraged to report violations
4. No pets are allowed in the pool area, fitness center or tennis court (\$50 fine per incident)
5. Owners will pay for any and all costs incurred in correction or repairing any damage caused by their pet(s).
6. In no event shall the pet be allowed to constitute a nuisance to other residents
7. No dog shall be left unattended anywhere on Preserve property, or on a patio or balcony.
8. Dangerous/vicious animals. Any animal that presents a danger to humans and/or other animals are prohibited (Pit Bulls, American Bulldogs, Doberman Pinschers and Rottweiler or any mix of the preceding). In addition to the restrictions/guidelines contained herein, any aggressive actions resulting in injury by and between dogs and other dogs and/or humans should be reported to the office immediately. Penalties and actions that can be taken by the board range from a warning to substantial fines and a demand to permanently remove the aggressive animal from the community.
9. No resident is permitted to own, maintain custody of/or watch more than two dogs at any time.

## USE OF VILLAS

1. Villas may not be used for commercial purposes, long-term rentals excepted
2. **NO VILLA MAY BE RENTED OUT ON A SHORT-TERM BASIS** (less than 61 days for a furnished villa). Owners placing short term tenants will be fined \$150 per day for each day the illegal tenant is in residence for first offense, second and subsequent offenses the fine will be \$300 day. Further, the tenants will be informed that their stay is against rules and as such they cannot use any of the Preserve's facilities (pool, tennis and fitness center). Owner's found advertising their villa for short term/vacation rental in venues such as airbnb and Craigslist etc., will be fined \$500 per ad.
3. All owner's renting their villas on a long term basis are responsible for the tenants. Unresolved problems resulting in fines not paid by the tenants or legal costs incurred by an eviction for cause, will be charged to the owner's Regime account. Amounts left unpaid in the owner's Regime account will be subject to standard collection action eventually leading to foreclosure.
4. All tenants are subject to the same RRR's contained herein.
5. **It is the responsibility of the owner to make sure their tenants receive a copy of the herein RRR's. If tenants are placed by a professional agency, owners must assure themselves that the property rental company is aware of this requirement and complies.**
6. Owners acting as their own property manager should conduct credit, former landlord (for their own protection) and CRIMINAL/BACKGROUND (for the Preserve's protection) checks. If an owner uses a professional rental company, the owner should demand these checks are conducted. Owner/Landlords must provide their tenants with 24/7 phone number to be used in emergencies. The Regime emergency number is for Regime related issues (i.e.: sewer back ups, etc.) **not for problems within the villa such as HVAC problems.**
7. Section 5.7 and 5.7c Master Deed, states in part: 'each villa is restricted as to use...and used for purposes consistent with and appropriate to the design of the building...'. 'No owner shall do, suffer...anything which would ...be noxious or offensive or an interference with the peaceful possession and proper use of other villas...'. No garage shall be used for anything other than the normal use of a garage. Garages may not be used in any manner that would cause undo noise to other villas or not comply with standing code restrictions, permit requirements or provisions set forth in the Preserve's Master Deed.

## PARKING/VEHICLES

Parking spaces in the Preserve are at a premium. **Only 84 non-assigned spaces exist ...of these approximately another 42 spaces are taken up by residents in Azalea models...leaving 42 spaces to accommodate 600 residents!!** These spaces are supposed to be used for transient purposes such as guest and visitor parking. There are simply not enough spaces to permit residents to consider certain spaces as their personal property (other than those spaces legally assigned to Azalea owners). Primary parking areas are the resident's GARAGE. Residents that choose to use their garage as free storage should not expect their neighbors to accommodate the 'permanent' use of public spaces. Secondary parking area is behind the garage (as long as this doesn't block access to neighbors' garages)

**ANY parked vehicle that restricts the ability to exit or enter someone else's garage or the Azalea's reserved parking space, will be towed immediately without warning and/or fined an amount to be decided by the board.**

1. No abandoned, stored or inoperable vehicles at any time – a vehicle is considered abandoned if it lacks current license plates, registration or insurance, is deemed to be inoperable (damage, flat tires etc.) or has not been moved for a period of 20 days. No car covers, they're unsightly and indicate a stored vehicle.
2. No trailers, boats, RV's or Motorcycles.
3. No commercial vehicles or vehicles with visible signage may be parked outside, overnight unless working for the HOA. Such vehicles that can be parked in a garage, with the garage door shut are permitted.
4. NO VEHICLE THAT WILL NOT FIT IN A SINGLE PARKING SPACE, maximum length 22 feet from front to back bumper including permanent attachments (winch, guards etc.)
5. All vehicles must be registered with the Regime and display a Preserve parking sticker
6. No parking in reserved (spaces deeded to Azalea villa owners), restricted or areas not designated as a parking space. CARS WILL BE TOWED WITHOUT NOTICE
7. No parking on the grass areas at any time. The Preserve's irrigation is located against the curb and grass. Any car parking or driving up on the grass can destroy irrigation heads.
8. No repairing cars and any damage (oil spills etc.) will be charged to the owner
9. No vehicle parked on Preserve property may be advertised as being for sale.
10. NO OVERNIGHT PARKING ON THE STREET. Cars are subject to immediate tow, WITHOUT WARNING. This is monitored by the fire department as well as the HOA
11. Garage doors must remain shut. Besides the esthetic aspect (nobody wants the view of your garage interior), police have repeatedly warned us that casual 'visitors' to any community can case the area for later visits. Open garage doors are particularly inviting. The Preserve is an extremely safe community. There are many reasons for this including cameras, a very aware community that reports anything unusual and the fact that we are considered a 'hard' target. Petty thieves simply move on to more accommodating communities.
12. **SPEEDING.** Considering the density, winding roads and many dog-walkers (and just plain walkers) at the Preserve, **SPEEDING** or going the wrong way around the fountain circle is something that will be penalized as aggressively as possible.

**\*\*Warning notices when required will be posted on offending vehicles giving a tow date. Vehicle owners are responsible for all charges levied by the towing company. These charges can be extensive as they include daily storage fees. The Preserve does NOT benefit from these charges and are levied by the towing company directly.**

#### MISCELLANEOUS ITEMS

1. It is the owner's choice to NOT provide a key to the office for emergency purposes. If this is the case, and entry to any villa is necessary in an emergency situation and an entry is not immediately available (fire, smoke, leaks etc.) **forcible entry will be used to protect property and assess the problem. Any expense incurred in the entry procedure is the owner's financial responsibility.**

2. In emergency situations, the Regime will use whatever methods necessary to define the problem and if ongoing, stop the problem (i.e.: leaks – water will be shut off to the villa). *The Regime will ONLY secure the problem so that it is no longer a continuing source of damage. **REPAIRING THE PROBLEM IS THE RESPONSIBILITY OF THE VILLA OWNER or the owner of the villa causing the problem.***

*Repairs falling under Regime responsibility (such as common line drains) will of be taken care of by the Regime. This action will be at the Regime's expense except for the cost of entry (see above). If the situation is an 'owner' problem (see Paragraph 5, Master Deed for what owner's are responsible for) the Regime will do nothing further.*

3. Lockouts. Locking yourself out is not the Regime's fault. If it occurs during reasonable hours AND we have your key at the office, we will open your door. AFTER hours there is a fee of \$35 IF there is someone on property that can help, otherwise call a locksmith or, think ahead and give a key to a friend/neighbor...or, use a hide-a-key.
4. Exterior lights belong to the Regime, NOT individual residents. Anyone found tampering with (unscrewing) an exterior light will be fined.
5. Personal items such as bikes, chairs, tables, barbecues, toys etc. may not be left outside overnight.
6. No grill can be left outside overnight. Fire code demands the grill be rolled at least 10 feet from the building for use and once cooled down placed back in the garage.

#### FINES, PENALTIES AND OTHER ACTIONS

What may be perfectly acceptable behavior or actions in a stand-alone home community (such as Hilton Head Plantation) in many instances are not the case in a multi-family community where such actions are more likely to affect the rights (quality of life and just plain peace and quiet) and safety of your neighbors. Mounting a TV w/speakers on your bedroom wall literally INCHES from your neighbor's headboard for example.

Assigning a specific fine and/or penalty to any situation is difficult as there are always degrees of danger, damage and/or just plain annoyance that need to be considered. For this reason the board reserves the right to assess fines and/or corrective actions that could range from a warning to large fines and in the case of a tenant, eviction.

No Villa Owner, or his, hers, its or their occupants, agents, licensees, tenants, invitees, or guests shall do, suffer, or permit to be done, anything on or in his, her or its Villa, the Common Elements or any portion of the Property which would impair, the soundness or safety of the Regime and it's residents, or which would be noxious or offensive or an interference with the peaceful possession and proper use of other Villas, the Common Elements or any portion of the Property. Failure to comply with this Rule shall be grounds for imposing fines to be levied as a Specific Assessment against a defaulting Co-Owner as described in Article VII of the Bylaws and/or for suspending rights to use any recreational Common Element and/or for instituting an action for injunctive relief, such actions to be maintainable by the Board of Directors on behalf of the Association, or in a proper case by an aggrieved Co-Owner. Should the Association employ legal counsel to enforce this Rule, it shall be entitled to recover all costs incurred in such enforcement, including reasonable attorneys' fees, from the violating Co-Owner and until such expense is recovered it shall be a lien upon said Villa as described in Article VII Section 13 of the Bylaws.

## **FAILURE OF MANAGEMENT TO TAKE ACTION and MANAGEMENT CONSENT**

**Failure of the Regime to insist upon strict compliance with the herein RRR shall not constitute a waiver of any violation nor a waiver of the Association's right to insist upon strict compliance with the terms of the RRR. If any provision of these RRR requires the written permission or consent of the Board, such written permission or consent may be granted or withheld in the sole discretion of the board...any written permission or consent may be modified, revoked, or withdrawn by the Board at any time at the board's discretion, upon written notice to the owner/co-owner.**

## **CHANGES**

**These RRR may be changed, modified or added to as set forth in the Master Deed, Bi-Laws and/or other legal requirements stipulated by law.**

**RRR v2.8**