

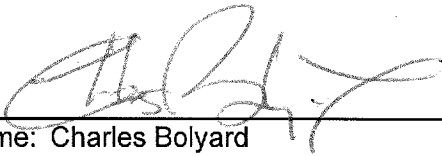
STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

AFFIDAVIT TO RECORD

**RE: The Preserve at Indigo Run Horizontal Property Regime / The Preserve at Indigo Run Owners Association, Inc.
 Rules and Regulations**


The attached document is being recorded to comply with the South Carolina Homeowners Association Act, Section 27-30-110, et. Seq., of the South Carolina Code of Laws 1976, as amended.

**The Preserve at Indigo Run Horizontal
Property Regime / The Preserve at Indigo Run
Owners Association, Inc.**

By: 

Name: Charles Bolyard
Its: President of the Board of Directors for
 The Preserve at Indigo Run Horizontal
 Property Regime / The Preserve at Indigo Run
 Owners Association, Inc.

SWORN to before me this 19th day
of October, 2023.



Notary Public for South Carolina
My Commission Expires: 3-10-2031

MARY LEFLER
Notary Public, State of South Carolina
My Commission Expires March 10, 2031



THE PRESERVE

Condominium at Indigo Run

TM

RULES AND REGULATIONS

The Preserve is a unique complex, offering a permanent-home atmosphere coupled with community amenities. Many owners purchased in The Preserve because of its stable, non-transient environment. These Rules and Regulations (R & R's) have been created to maintain our community standards and create safer surroundings for all. It is imperative, therefore, for everyone to cooperate in respecting and following these R & R's.

All owners, tenants and guests are expected to conduct themselves in an appropriate manner that respects communal living and does not jeopardize or interfere with the rights, privileges and safety of any other person. It is the responsibility of every owner to know the Master Deed, By-Laws and R & R's, and to see that their renters and guests abide by them. Owners will be held accountable for all infractions their renters or guests commit.

It is compulsory that, along with and in addition to these R & R's, every owner, tenant, guest, contractor and anyone doing business on The Preserve property shall abide by all Federal, State, County and Municipal laws and regulations.

Any forms required in these Rules and Regulations can be obtained from The Preserve Regime Office.

I. Definitions

- A. Owner: defined as the name or names on the property title deed
- B. Tenant: defined as renting/leasing from an owner
- C. Resident: defined as all persons living in The Preserve
- D. Guest: defined as a person visiting or temporarily staying in an owner's villa

II. Use of Villas

The Preserve is not a short-term rental or vacation rental community. This enables our residents to feel the assurance that comes from knowing their neighbors and avoids having the constant activity that comes with moving in and out. Owners that have various guests, relatives, friends or business associates, etc., often using their villa when they are not there, are not in alignment with our community or these R & R's.

II. Use of Villas - Continued

A. Rentals, Rental Terms

1. No villa shall be rented for a period of less than 1 year.
Exception – If a current tenant has fulfilled their 1-year lease, they may extend for less than 1-year.
2. There shall be no single-room rentals or sublets of any term.
3. No villa shall be used as a vacation rental, (Airbnb, etc.) or a time-share whether for monetary compensation, trade or any other consideration.

B. Owners' Rental Responsibilities

1. Owners and/or leasing agents shall submit a copy of all rental contracts to the Regime Office upon signing and they shall not conflict with The Preserve Master Deed, By-Laws or R & R's.
2. Owners shall provide their tenants with a 24/7 phone number to be used in emergencies *within the villa* such as HVAC problems, under the sink leaks, large appliance issues, interior electrical, etc.
3. Owners shall provide their tenants with current Rules and Regulations.

C. Guests

1. Owners and Residents are responsible for guests, whether visiting or in residence, and shall see that they comply with the R & R's.
2. Guests Residing in a villa when the owner is not present – In an effort to create a safe and secure environment, owners shall register with the regime office any guests *residing in their villa when the owner is not present*. Such guests shall be informed by the owner, to check in at the office as soon as office hours permit them, so that they may obtain a temporary vehicle card and shall use the owner's parking area. Guest register information must include:
 - a) Names of all guests and a contact number
 - b) Dates of visit
 - c) Automobile license plate(s)
 - d) Any pets (must adhere to The Preserve's pet restrictions)

D. Commercial Use – Villas may not be used for commercial purposes of any type. Working remotely from your home office is permissible.

E. Garage Use – No garage shall be used for anything other than the normal use of a garage. Garages shall not be used in any other manner that would cause undue noise or nuisance to other villas, or not comply with standing code restrictions, permit requirements or provisions set forth in The Preserve's Master Deed, By-Laws or R & R's. (Additionally Refer to *Article VII Parking / Vehicles*)

III. Villa General Restrictions

- A. Attic Space Restrictions – Although access panels to the attic space exist in second floor villas, it is NOT the property of those units. It is common property belonging to The Preserve, and not to be accessed or used as storage space. This area contains the buildings' fire sprinkler system; therefore, any owner needing access for any reason, must complete the required Fire Department-compliant form and submit to the Regime Office for approval.
- B. Window Coverings – All window coverings must be white or backed (lined) with white fabric in order to maintain the visual standard of The Preserve's buildings.
- C. Patios and Balconies – Patios and balconies shall not be used as storage space of any items at any time. There shall not be any items hanging or visible on or above the balcony railing that would present an unacceptable appearance or hazardous condition.
- D. Grilling – No grilling or open fires are permitted on balconies or patios at any time. Barbeque grills must be used 10 feet away from buildings or anything combustible, per South Carolina Fire Code
- E. Flooring – No hard flooring shall be installed in Magnolia and Cypress models without written request and permission of The Board. Request must include flooring contractor's name, license and insurance information, the type of flooring (which must be a "floating" floor per fire code) and must include an approved sound buffer. Failure to comply with any part of these requirements may entail the removal of the floor not in compliance at the owner's expense.
- F. Remodeling / Construction – Interior remodeling and construction of villas shall be made by a licensed and insured contractor and follow all code requirements. Prior to construction, the Villa Alteration form shall be filled out and submitted to the office with all information and documentation for Board approval. Construction hours are limited to 9 AM to 6 PM, Monday through Friday and 10 AM to 5 PM on Saturday. No work is allowed on Sundays or Holidays.

IV. Buildings' Exterior, Common Buildings, and Preserve Property Grounds

- A. Sidewalks and entryways shall not be obstructed or used for any purpose other than ingress or egress.
- B. No littering of any kind on The Preserve property.
- C. No signs, flags, banners, clothing, towels etc. shall be hung from windows, railings, porches or displayed on, or attached to any building or any Preserve common property.
- D. No exterior alteration or addition of any type shall be made to any building or Preserve property.

IV. Buildings' Exterior, Common Buildings, and Preserve Property Grounds – Continued

- E. Satellite dish receivers are not permitted on The Preserve property. Any illegally installed will be removed at the owner's expense including any damage repairs to the building.
- F. Garage doors must remain closed as advised by police as a means of deterring theft.
- G. Landscape planting – Areas outside of the buildings are common areas and are The Preserve property. Those wishing to install plants or trees, landscaping or hardscaping items, must first obtain permission from The Board. The Preserve shall not be responsible for the care, upkeep or replacement of those items.

V. Amenities: Pool, Fitness Center, Tennis Courts, Cabana

These Preserve amenities are private and for the exclusive use of residents and their visiting guests who are in temporary residence. 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.

A. Prohibited Activities

1. Smoking – Smoking is not allowed during swimming season (April 1 to September 30) on the pool deck. It is not allowed at any time in the cabana or the fitness center. There is a dedicated smoking area behind the pool cabana.
2. Noise – Loud talking, music (please use earbuds), yelling or anything that would disturb another person's peaceful enjoyment of these amenities is prohibited.
3. Ball Playing – Only soft material balls (non-athletic), specifically designed for pool activities are allowed at the pool and only proper Tennis or Pickle-Ball balls are allowed in the tennis court. Balls designed for exercise are permitted in the fitness center only.
4. Bicycles, skateboards, roller blades – These and any similar items are not allowed on the pool deck, tennis court or fitness center areas.

- B. Glass – No glass objects are allowed in the pool area, fitness center or tennis court. Paper or plastic cups, bottles, etc. are permitted.

C. Age restrictions

1. Children under 12 must be accompanied by a competent swimmer in the pool area
2. Children under 16 are not allowed in the fitness center for safety reasons, due to the presence of dangerous heavy gym equipment.

V. Amenities: Pool, Fitness Center, Tennis Courts, Cabana – Continued

D. Hours of operation

1. Pool – Permitted hours of use are 9 AM until dusk. The pool itself is closed for any use from October 1st to March 31st. The pool deck will remain open.
2. Fitness Center – Access to the fitness center is 5:30 AM until 9:00 PM.
3. Restrooms – The restrooms are open from 5:30 AM until 9:00 PM.
4. Tennis Court – Permitted hours are Sun-up until Sun-down.

E. Cabana – The cabana may be reserved by owners for single-day-events use. A reservation form shall be completed and a cleaning fee / deposit submitted. The use of the cabana does not grant use of the pool, pool area or pool area furniture.

VI. Quiet Hours, Disturbances

What may be acceptable behavior or actions in a stand-alone home community, in many instances are not the case in a multi-family building community where such actions are more likely to affect your neighbors' rights, quality of life, safety or peaceful enjoyment, whatever the time of day.

A. Quiet Hours – are in effect from 10 pm to 8 am, without exception.

B. Courtesy, Consideration Hours – **Have no time limit.**

1. Noisy equipment, musical instruments, or appliances such as washers, dryers, dishwashers, vacuum cleaners or televisions (especially those that are against the adjoining villa's bedroom wall), etc., *need to be used with consideration at ALL times.*
2. Disruptive activities (including ball playing, running, jumping, slamming doors) particularly in second-floor units affect the quality of life of your neighbors and are the type of activity that is not acceptable at any time in a multi-family building.
3. Speakers (stereo, TV, etc.), floor (box) fans, etc. in second floor villas shall be placed on stands or pedestals to reduce the vibration transmitted to adjoining villas.

VII. Parking / Vehicles

All owner and tenant resident vehicles must be registered with Regime Office and are required to obtain and display a Preserve parking decal on all vehicles. Failure to comply with any of the following regulations will be subject to towing* and/or fines as deemed appropriate by The Board.

VII. Parking / Vehicles – Continued

- A. Parking – There are very few unassigned parking spaces for guests and visitors in The Preserve. Residents who choose to use their garage or part of their garage as free storage are not entitled to regular use of the unassigned spaces, thereby, infringing on their neighbor's ability to accommodate their guests.
1. Primary and Secondary Parking – Primary parking is inside the resident's garage and secondary parking is in front of their garage door, as long as it does not block a neighbor's access to their garage or villa, extend into a road or create an unsafe condition.
 - a) Any vehicle that restricts the ability of someone else to enter or exit their garage, will be towed* and/or fined.
 - b) Any vehicle that is parked in a reserved parking spot without consent, will be towed* and/or fined.
 2. Overnight parking is not permitted on The Preserve Roads or in designated No Parking areas and will be towed*.
 3. Parking is never allowed on any area that is not paved and which may damage the irrigation system.
 4. Visiting Guest Parking – A guest visiting with an owner is subject to all parking R & R's. If visiting for more than 48 hours the guest shall obtain a temporary vehicle card from the Regime Office.
- B. Inoperable Vehicles – A vehicle is considered inoperable if it lacks current license plates, registration or insurance; or is inoperable due to the condition (damage, flat tire, etc.). Any inoperable vehicle that has not been moved for a period of 3 days or more, will be towed*.
- C. Vehicle Repairs – No vehicle repairs, including washing, changing of oil or any other type of maintenance or repair is permitted. Specifically exempted are the *emergency* repairs of a flat tire or dead battery charge or replacement. If more extensive work is found to be required, the vehicle must be towed from the property.
- D. Stored Vehicles – A vehicle is considered stored, and will be towed*, if it does not have a current registered Preserve parking decal and has not been moved for a period of two weeks or more. Exemption – Residents, whose vehicles have a current parking decal, who are going to be away for two weeks or more and parked in front of their garage or in their assigned space, shall notify the office.

E. Vehicle Restrictions

1. Commercial Vehicles – Residents must direct all commercial vehicles to enter and exit through the back gate at **96 Gardner Drive**.
2. No Trailers, boats, campers, RVs, or golf carts are allowed on The Preserve roads or in parking spaces.
3. Motorized Vehicles – Motorcycles, scooters, mopeds and all 2-wheel vehicles requiring a DMV license and registration, are not allowed on The Preserve property. Passenger automobiles, personal trucks, American Disabilities Act (ADA) approved motorized vehicles and e-bikes (SC law age restriction is 18 years of age for e-bikes.) are permitted on The Preserve roads.
4. Signage (Private or Commercial) on Vehicles – No "For Sale" signs are permitted on vehicles. Commercial vehicles with visible signage cannot be parked outside overnight. Such vehicles that can be parked in a garage with the garage door shut are permitted.
5. Vehicle Size – No vehicle that will not fit into a single parking space, maximum length of 240 inches (20 feet) from front bumper, including towing or other permanent attachments, is allowed. No vehicle with a height greater than 84 inches (7 feet) including any attachments is permitted. American Disabilities Act (ADA) equipped vehicles are exempt.
6. Car Covers of any type are not permitted to be placed on any vehicles parked outside on The Preserve property.

- F. Speeding – The speed limit is 14 miles per hour within The Preserve and every type of vehicle must adhere. We do not have bicycle/pedestrian pathways, therefore, pedestrians, dog walkers, bicycles, e-bikes, etc., use our roads and may be difficult to see at times. Keep everyone safe.

***Towing:**

Warning notices will be posted on offending vehicles, notifying of a tow date. Vehicle owners are responsible for all charges levied by the towing company. These charges can be expensive as they include daily storage fees. (The Preserve does not control nor benefit from these charges.)

VIII. Pets

Although The Preserve is listed as a "pet friendly" community (meaning we permit pets), pets and their owners need to observe the Preserve's R & R's and any Beaufort County / State of South Carolina regulations. Owners will be fined for infractions.

- A. Only animals owned by residents, lessees and guests that are registered with the Regime Office are permitted. No animals from outside the community are permitted.

VIII. Pets – Continued

- B. Leash – Pets are never to be allowed off leash anywhere when outdoors.
- C. Weight, Number of Dog, Restrictions – Residents may not own, maintain custody of or watch (dog-sitting), more than two dogs at any time. No animals over 75 pounds are allowed.
- D. Breed Restrictions – Pit Bulls, Rottweilers, Doberman Pinschers, and Chows or any mixture thereof are not allowed at the Preserve. Any disregard for breed restrictions will result in a notice to remove the animal within a specific period determined by The Board and the owner will be fined for each day beyond the notification period.
- E. Dangerous Animals – South Carolina law identifies a dangerous animal as one that is known to attack or to be likely to attack people unprovoked and are prohibited. (The Preserve extends this definition to include attacks on other pets.) The owner is legally responsible to register and confine such an animal. Penalties and actions may range from a warning to substantial fines and a demand to permanently remove the aggressive animal from the community.
- F. Unattended – No pet shall be left tethered or unattended anywhere on Preserve property, including but not limited to patios and balconies.
- G. Clean-up – Owners are solely responsible for the clean-up of their pets.
- H. Restricted Areas – No pets are permitted in the pool area, tennis court, fountain area or in any common buildings (cabana, fitness center, office). This provision shall not apply to Service Animals or Emotional Support Animals as defined pursuant to Federal Law.
- I. Nuisance – In no event shall a pet be allowed to constitute a nuisance to other residents or pets, including, but not limited to, excessive barking, aggressive behavior or any unwanted behavior, etc.
- J. Financial Responsibility – Owners are financially responsible for damage to persons or property made by their pets and for all penalties and fines due to non-compliance with the R & R's.

IX. Trash

- A. The compactor is NOT for large items, small appliances, books, folding chairs or any “moving day” discards. Cardboard boxes, metal, wood, etc. are also not allowed and can cause the compactor to become inoperable. Those items as well as recyclables, furniture, paint, etc. must be taken to:

The HHI Solid Waste and Recycling Convenience Center
26 Summit Dr., HHI, SC 29926
(843) 681-3731

Anyone placing prohibited items in the compactor or around the trash area will be fined.

IX. Trash – Continued

- B. Any vendor, contractor, repair or delivery person working for a resident and using the Preserve compactor will be charged with trespass and illegal dumping (a police action), and fined. Unpaid fines will be charged to the resident (and/or owner) hiring the offending entity.

X. Miscellaneous Items

The Preserve does not employ or have on staff, a handy man or janitor. All persons performing repairs or maintenance are independent contractors. By contacting them for any reason, including but not limited to, minor repairs or assistance to the inside of the villa (smoke detector, lighting, dripping faucet, etc.) the owner is entirely responsible, including any financial payment for work they may provide. The Preserve and its management company shall not be responsible or liable for any such work or payment, thereof.

- A. Contractors working for an owner or resident shall be licensed and have the proper insurance. *(Additionally refer to Article III, Section F, restrictions)*
- B. Key / Access – It is the owner's choice whether or not to provide the office with a key for emergency purposes. If entry to a villa is necessary in an emergency (fire, smoke, leaks, etc.) and the office does not have immediate access, forcible entry will be used to protect property (or lives) and any expense incurred in the entry procedure is the owner's financial responsibility.
- C. Smoke Detectors – are required by fire code and should be interconnected (when one is tripped, they all are) whether hard-wired or battery operated. Owners are responsible to see that their detectors follow the current code and are responsible for their maintenance and replacement including the batteries.
- D. Fire Extinguishers – It is recommended that every villa have at least one operable fire extinguisher and should have it checked by a professional company yearly.
- E. Water Detectors – Water detectors are recommended and should be located in the HVAC closet in case of any leak or waste line back-up.
- F. Pest Control – The regime supplies pest control, alternating inside and outside spraying monthly according to the posted schedule. If an owner chooses to not allow entry for pest control, they must notify the office. Under no circumstance can the pest control agent be asked or directed to return at a different time, upsetting their normal routine.
- G. Lockouts – If you have locked yourself out and the Regime Office is open for business *and* you have allowed the office to have a key to your villa, then we will be able to open your door. If the office is closed for business, or a neighbor does not have a key, you will need to call a locksmith.

X. Miscellaneous Items – Continued

- H. Exterior Lighting – The Regime will maintain lighting and/or replace bulbs on building wall sconces, over the entry doorway lighting, and over the garage door lighting. Any tampering with these lights may result in a fine.
- I. Moving Containers – If moving containers are used (PODS, etc.), they must be removed from the property after 72 hours from initial placement, during which time they must not block or restrict access to any garage, villa entry, obstruct any traffic flow or create an unsafe condition.
- J. Stray / Wild Animal Feeding or Sheltering – is not permitted on The Preserve property.

XI. Fines, Penalties and Other Actions

The Board reserves the right to levy fines and penalties ranging from a warning to escalating monetary penalties for any non-compliant action on The Preserve property. The Board will assess on a case-by-case basis the action to be taken, depending on the degree of danger, damage or the number of times the violation has occurred.

- A. Fines levied may be disputed in writing to The Board. The Board shall decide whether to reduce, waive or instate the original fine.
- B. Fines levied and not paid by occupant or owner shall be automatically charged to the owner's regime account. If left unpaid, standard collection proceedings, including monthly finance charges, shall ensue against the owner.
- C. Violation, disregard or non-compliance with any of these rules and regulations may result in any of the following actions:
 - 1. Warnings, fines, penalties and/or restrictions
 - 2. Legal proceedings, when necessary, at the owner's expense.
 - 3. Eviction, in the case of a tenant, or removal of the offending item at the owner's expense.