

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 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 Rules and Regulations.

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. Owners, tenants, guests, and visitors shall refrain from loud, abusive, profane, indecent, threatening language, racial slurs or derogatory remarks and shall not accost in a hostile manner any other person, including Management Agent personnel. It is the responsibility of every owner to know the Master Deed, By-Laws and Rules and Regulations, and to see that their tenants and guests abide by them. Owners are responsible for the conduct of their tenants and guests, and will be held accountable for all infractions their tenants or guests commit. Additionally, owners will be held responsible for any damage to the Regime's property caused by themselves, their tenants and their guests. Infractions may result in fines, and/or costs to repair any damage to Regime property assessed to the owner, and/or escalation to the proper law enforcement authorities.

It is compulsory that, along with and in addition to these Rules and Regulations, 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 or downloaded from the designated Preserve web site.

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 have 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 Rules and Regulations.

A. Rentals, Rental Terms

- 1. No villa shall be rented for a period of 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 short-term rental or vacation rental (Airbnb, VRBO, etc.), typically defined as a rental less than 30 days, whether for monetary compensation, trade or any other consideration.

B. Owners' Rental Responsibilities

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

4. Owners, whether acting as their own property manager or using a third party, should conduct a background check of tenants that includes criminal, credit and eviction history as part of the application process.

C. Guests

1. Owners and residents are responsible for guests, whether visiting or in residence, and shall see that they comply with these Rules and Regulations.
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 Preserve 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 one's 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 these Rules and Regulations. (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 residents and guests are strictly prohibited from entering the space or using it as storage space. This area contains the buildings' fire suppression sprinkler system; therefore, any owner or contractor needing access for any reason, must complete the required Fire Department-compliant Attic Access form and submit to the Preserve Regime Office for approval prior to access.
- 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 and Open Fires – No grilling or open fires are permitted on balconies or patios at any time. Barbeque grills and any open fires must be used at least 10 feet away from buildings or anything combustible, per South Carolina Fire Code.
- E. Flooring – No hard flooring, including but not limited to tile, stone, wood, laminate, and vinyl, shall be installed in Magnolia and Cypress models without written request and prior approval 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 Architectural/Structural Change form shall be filled out and submitted to the Preserve Regime Office with the requested information and documentation including contractor licenses and appropriate permits for Board approval.

Construction hours are limited to 8:00 AM to 6:00 PM Monday through Friday and 10:00 AM to 5:00 PM on Saturday. No work is allowed on Sundays or Holidays, unless emergency necessitates.

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.
- 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 approval from The Board before undertaking such work. The owner, not the Preserve Regime, is responsible for the care, upkeep or replacement of such landscape items. Any landscaping changes made by the owner must be sufficient distance from any building, follow Preserve landscaping guidelines, and allow for proper ingress and egress from doors, patios, garages, walkways and roadways. If the owner does not properly maintain such landscape plantings, the Preserve Regime has the right to make modifications as necessary.
- H. Propane Tanks – No propane tanks may be installed in common areas without the prior approval of the Board. If the Board grants approval, the owner is responsible for the installation, maintenance and inspection of such propane tanks, with all such work to be completed by a licensed professional. Owners who install propane tanks are required to provide records of installation including installer, propane tank size, type, location as well as gas line location, date of install, and ongoing maintenance and inspection records to the Preserve Office. Any damage caused by the propane tank and/or the line to the owner's unit is the responsibility of the owner.
- I. Recreational drones, kites and yard sales are not permitted on Preserve property.

V. Amenities: Pool, Fitness Center, Tennis/Pickleball Court, Cabana

These Preserve amenities are private and for the exclusive use of residents and their guests. 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 at any time on the pool deck, in the cabana or the fitness center, or at the tennis/pickleball court. 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 pickleball balls are allowed in the tennis/pickleball court. Balls designed for exercise are permitted in the fitness center only.
4. Bicycles, Skateboards, Roller Blades, Hoverboards – These and any similar items are not allowed on the pool deck, tennis/pickleball court or fitness center areas.

B. Glass – No glass objects are allowed in the pool area, fitness center or tennis/pickleball court. Paper, plastic or other non-breakable containers 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.

D. Hours of Operation – Below are the hours of operation which are subject to change. Check signage at these areas for any change in hours.

1. Pool – Permitted hours of use are sunrise to sunset or as posted on signage at pool entrance from April 1st to October 31st. The pool itself is closed for any use from November 1st to March 31st. The pool deck is open year-round.
2. Fitness Center – Access to the fitness center is 7:00 AM until 9:00 PM.
3. Restrooms – The restrooms are open from 7:00 AM until 9:00 PM.
4. Tennis/Pickleball Court – Permitted hours are 7:30 AM until sunset.

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 daily from 10:00 PM to 8:00 AM.

- 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 owners, tenants and residents must register their vehicles with the Preserve Regime Office and obtain the required Preserve parking decals which must be displayed on their vehicles at all times. Failure to comply with any of the following regulations will be subject to towing* and/or fines as deemed appropriate by The Board.

- 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, at the tennis/pickleball court, or in designated No Parking areas. Vehicles parked in such areas will be towed*.
 3. Parking is never allowed on any area that is not paved and which may damage the irrigation system and landscaping.
 4. Visiting Guest Parking – A guest visiting with a resident is subject to all parking Rules and Regulations. If visiting for more than 48 hours the guest shall obtain a temporary vehicle card from the Preserve 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 Preserve Regime 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 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 which may also 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 Rules and Regulations and any Beaufort County / State of South Carolina regulations. Owners will be fined for infractions.

- A. Pet Registration - Only animals owned by residents, tenants and guests that are registered with the Regime Office are permitted. Animals must be registered with the Preserve Regime Office including type/breed, name, weight, and photo. No animals from outside the community are permitted.
- B. Leash – Pets are never to be allowed off leash anywhere when outdoors.
- C. Weight, Number of Dogs, 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. Animal Restrictions – Other than household pets, no animal, livestock, or poultry of any kind shall be raised, bred, kept or permitted in any unit. Household pets shall mean domesticated dogs, cats, other commonly accepted domestic pets or other animals that are properly documented as a service animal. Monkeys, venomous reptiles, chickens, pigs, and other exotic or unusual species not commonly accepted to be household pets are not permitted. Any exceptions require a documented request to and prior approval of the Board.
- E. 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.

- F. 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.
- G. Unattended – No pet shall be left tethered or unattended anywhere on Preserve property, including but not limited to patios and balconies.
- H. Clean-up – Owners are solely responsible for the clean-up of their pets. Animal waste must be removed immediately and disposed of properly.
- I. Restricted Areas – No pets are permitted in the pool area, tennis/pickleball 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.
- J. 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.
- K. Financial Responsibility – Owners are financially responsible for damage to persons, other pets, personal or Preserve common property made by their pets, and for all penalties and fines due to non-compliance with these Rules and Regulations.
- L. Dog owners may be required to pay an annual fee, to be determined by the Board of Directors, to cover the cost of association-supplied dog services such as excrement bags and labor associated with dog clean-up stations.

IX. Trash

- A. The trash compactor is for normal household refuse only and is unable to accommodate large items such as furniture, shelving, cabinetry, decorative items, light fixtures, televisions and any other electronic equipment, small appliances, books, folding or beach 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
- B. Anyone placing prohibited items in the compactor or around the trash area will be fined.
- C. 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 for 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 Agent 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, Remodeling/Construction)
- B. Key / Access – It is the owner’s choice whether or not to provide the office with a key or entry code 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 which should be 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 services according to the posted schedule. If determined inside treatment is needed, and 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 Preserve 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 unlock your door. If the office is closed for business, or a neighbor does not have a key, you will need to call a locksmith.
- 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
 - 1. Notify the Preserve Regime Office of move-in and move-out dates as timely as possible so that truck parking and load/unload areas may be determined in advance of such activity.
 - 2. Containers – If moving trucks or containers are used, such as U-Haul, PODS or similar, 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. Bird feeders are permitted.
- K. Owners whose permanent address is not the Preserve are responsible for ensuring that their villa is checked periodically for leaks, working HVAC systems, etc. A periodic check should be conducted every 30 days if the villa has not been occupied. The owner is responsible for appointing a person who has the knowledge and access to their villa for assessment.
- L. Social Functions – No Preserve regime fees shall be used for social functions. These functions shall be self-funded and paid for by those residents attending such functions.

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 determine and publish a fine schedule and guidelines to deter improper activity or behavior and to enforce these Rules and Regulations with consistency and accountability. These fines take into account 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 reinstate the original fine.
- B. Fines levied and not paid by resident 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.
- D. Fine Schedule - The violation of any of these Rules and Regulations shall result in the following fine schedule:
 - First Offense – written notice.
 - Second Offense - \$100 fine.
 - Third and Subsequent Offenses - \$300 fine per offense.
- E. No villa owners, their tenants, guests, agents, contractors or licensees shall do, suffer, or permit to be done, anything on or in their villa, common elements or any portion of the property which would impair the soundness or safety of the Regime and its residents, guests and Management Agent personnel, 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.
- F. The Board and/or the Management Agent will enforce these Rules and Regulations. The Board reserves the right to make additional rules and regulations from time to time as deemed necessary. Such additional rules and regulations shall be as binding as all other rules and regulations previously adopted.