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Finger, Melnick, Brooks & LaBruce, P.A.
Attn.: Anne C. Marscher
P.O. Box 24005
Hilton Head Island, SC 29925

STATE OF SOUTH CAROLINA)
) AFFIDAVIT TO RECORD
COUNTY OF BEAUFORT)

I, Anne C. Marscher, Esquire do hereby state that:

1. I serve as general counsel for The Haven at New Riverside Community Association, Inc.

2. This Affidavit is made to record the attached December 1, 2025, Rules and Regulations for The Haven at New Riverside Community Association, Inc. in order to meet the requirements of South Carolina Code §27-30-110, et seq. known as The South Carolina Homeowners Association Act which amended Title 27 of the 1976 Code of Laws of South Carolina.

FURTHER AFFIANT SAYETH NOT.

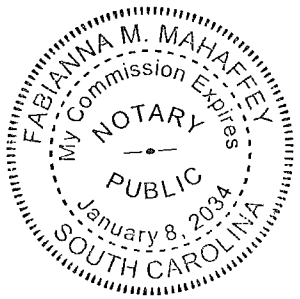
Anne C. Marscher

Anne C. Marscher, Esquire

SWORN to before me this
7 day of November 2025.

Fabianna M. Mahaffey

Notary Public for South Carolina
My Commission Expires: 1-8-2034





Rules and Regulations

December 1, 2025
(Version 11)

This document is the property of The Haven at New Riverside Community Association, Inc. It is not intended for distribution other than to provide information for The Haven at New Riverside homeowners. It may only be changed or altered by the Board of Directors of the Association

September 16, 2025

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1.0. Welcome to The Haven at New Riverside

The Haven was established and is operated as an age restricted active lifestyle community for persons 55 years or older. As such, certain state and federal laws apply to the community. The Rules and Regulations of The Haven at New Riverside are established by the Board of Directors of the Association under the authority described in the governing documents for The Haven at New Riverside. These rules and regulations may be expanded, amended, or repealed by the Board of Directors of the Association, at its sole discretion. In any conflict between these rules and regulations and governing documents, the governing documents control.

The governing documents also establish the right of the Association to charge reasonable fees, authorize the use of portions of the common area by third parties for purposes felt to benefit the community and to impose sanctions for violations of governing documents, rules and regulations, and policies.

All members and residents have the right to enjoy and use the Association facilities. Guests are welcome and accommodated when their participation does not infringe on the right of enjoyment of the members and residents. The Association shall apply and enforce these rules and regulations with members and residents equally.

1.1. Definitions

The words used in this Rules and Regulations Policy document shall be given their normal, commonly understood definitions. Capitalized terms shall have the same meaning as set forth in the Declaration of Covenants, Conditions, and Restrictions for The Haven at New Riverside filed in the Register of Deeds of Beaufort County, South Carolina.

a. Guest

A guest is defined as any non-resident individual who does not reside within the HOA community and is temporarily visiting a resident at the invitation of a homeowner or tenant. Non-resident guests may use common areas or amenities only as permitted by HOA rules and regulations. A guest card is required for access and use of The Haven facilities, if not accompanied by a resident. The homeowner is responsible for the actions and behavior of their guests while they are on HOA property, ensuring their guests comply with all governing documents, rules and regulations.

b. Non-Resident Guest Sports Participant

A non-resident guest sports and club participant~~s~~, is any individual who does not reside within the HOA community and does not own property within the HOA, but who is invited or permitted to participate as a temporary or recurring team member of an HOA-sponsored or HOA-affiliated sports team (e.g., tennis, pickleball, bocce, etc.). The HOA may assess additional fees for non-resident guest participation to offset facility wear, scheduling limitations, or administrative costs. The HOA reserves the right to revoke the participation privileges of any non-resident guest at any time for violations of policy, misconduct, or space and resource limitations.

1.2. Homeowner Responsibilities

It is the homeowner's and residents' responsibility to comply with all requirements as defined in the current Rules and Regulations document, and as set forth in the Declaration of Covenants, Conditions, and Restrictions for The Haven at New Riverside, and any applicable supplemental declarations.

1.3. Assumption of Risk

All use of The Haven at New Riverside Community Association facilities and all participation in The Haven at New Riverside Community Association programs is purely voluntary. Program participation by residents or guests is acknowledgement and acceptance of the inherent personal or physical risks and agreement to hold harmless both the Association and the management company.

2.0. Behavior in The Haven

The Haven is an adult community and has standards of behavior that all residents, occupants, guests, Association staff and contract labor are expected to follow. Comments and complaints shall be directed to the Association Community Manager or the Association President. The Community Manager or President must have a complaint in writing to take any action.

2.1. Standards of Behavior

a. Residents are responsible for the behavior of their occupants and guests. Occupants and guests shall be held to the same standard of behavior as set forth herein.

b. Residents will be held financially responsible for any damage to Association property caused by the resident and/or the resident's occupants or guests.

c. Everyone shall conduct themselves so as not to jeopardize or interfere with the rights and privileges of others.

d. Everyone shall refrain from loud, profane or indecent language.

e. No person shall verbally or physically harass, accost, or threaten any other resident, occupant, guest, staff, Association or management company employee, director, officer, committee member, contractor or other person.

f. No person shall jeopardize the safety of others by their actions.

g. No person shall interfere with the management of the Association nor reprimand or discipline any Association employee. Comments and complaints are to be directed to the Community Manager in writing when action is requested. No person shall direct or make orders or demands, or financially bind the Association, vendors or contractors except the management staff or authorized Board or committee members.

h. All persons shall wear appropriate attire when at Association facilities and on Association common grounds in accordance with the Rules and Regulations Section 12.0 Dress Code.

i. Any person who violates these Standards of Behavior or who violates an Association rule or regulation may be subject to disciplinary action. Such action may include immediate monetary fines (no warning letters issued), or ultimately suspension of

privileges as determined by the Board. Such fines shall be assessed to the resident or occupant account and collected according to fees established in Appendix B: Fine and Fees Schedule.

j. Because safety is paramount, anyone not adhering to published Haven Rules and Regulations, other posted or otherwise obvious rules thus impinging on safety, decorum or sanitation, may be asked to leave any Association facility or program. The Association staff's judgment shall prevail.

3.0. Activity Cards

Activity card checks may be made by the Association staff to monitor compliance and usage to determine validity of resident and guest identification cards.

3.1. Resident Activity Cards

a. Two non-transferable resident identification cards are issued at no charge to each qualified resident. Lost, stolen, or damaged cards must be reported to the Association management immediately and can be replaced for a fee. Renewal of activity cards may be in a manner set forth by the Board of Directors.

b. Resident activity cards are non-transferable and are not to be loaned or given to guests or other residents for entry.

c. Any owner who transfers occupancy of his or her home is not entitled to retain an activity card and must relinquish it to Association management on transfer of occupancy. Access rights embedded in the cards will be deleted by Management upon transfer of home.

3.2. Guest Activity Cards

a. Each household is issued two resident and two guest activity cards. These cards must be used for pool access during normal pool hours, and for pedestrian gate access at the main and rear gates.

b. Household guests, over the age of 18, may use The Haven amenities, without being accompanied by the resident, as long as they are in possession of the guest activity card for the appropriate resident.

c. Guests under the age of 18 need not be accompanied by the resident but must be accompanied by a responsible adult.

d. Guests who use the amenities must report to and sign in at The Haven front desk.

e. Students spending summers and/or vacationing persons not permanently in a residence are considered guests and are not eligible for additional activity cards.

3.3. Lessee Activity Card

a. Any owners (lessors) planning to rent their home must register with the Association. Any owner who leases or otherwise transfers occupancy of his or her home is not

entitled to retain an activity card. Lessee activity cards will not be issued unless the lessor surrenders his/her activity cards to the Association.

b. Lessees may apply for an activity card by submitting a copy of the lease agreement to the Association management. Issuance of activity cards, including guest cards, is the same as for owners.

c. The owner must notify the Association in writing within ten (10) calendar days of the transfer of occupancy and must surrender his/her previously issued activity card(s) to the Association. The right of the lessee(s) to receive the activity card(s) depends on each lessee's status as a qualified occupant (per Age Restriction Requirements identified in the Covenants, Conditions & Restrictions (CC&Rs) each dwelling unit shall be occupied by at least one person 55 years of age or older; specifically, the lessee is subject to the same qualifications, limitations and conditions, including the payment of any fee that may be established by the Board of Directors.

4.0. Alcohol

a. All residents and their guests must abide by the laws of South Carolina governing alcohol and drug use and must follow The Haven Beer and Wine Policy document.

b. Use of alcohol is permitted at the Retreat except in the pool, spa tub or Fitness Center. Alcohol use on the surrounding deck area is allowed, however **"glass containers are prohibited on the pool deck"**.

c. Only those establishments and individuals licensed by South Carolina are permitted to sell alcoholic beverages during any event, whether held within the Haven property or any off-site location. The only exception is Haven special events where a license to sell beer/wine has been secured by the Association. The establishment must provide a copy of the license to the Lifestyle Director if the event is held at any venue other than the establishment's normal place of business.

d. When alcoholic beverages are to be served or consumed at any event, the Lifestyle Director must approve this in writing and in advance as part of the Room Reservation Policy and Haven Beer & Wine Policy if there will be an admission fee.

e. Residents and guests may provide alcoholic beverages for their personal consumption within the Retreat, including during any Club function or community event without Lifestyle Director approval.

f. Individuals assume sole responsibility for any liability that may arise from such liquor consumption.

5.0. Amenities

5.1. Retreat Scheduling

The Association has the right to assign, rent or lease any portion of the Retreat and other recreational facilities on a short-term basis in accordance with the Room Reservation Policy. Such assignment/rental/lease allows the group or resident exclusive use once the request

has been approved. All use of Association space is managed by the Lifestyle Director and/or management company.

a. Association's Board of Directors and standing or ad-hoc committees will coordinate room reservations with the management company.

b. Haven clubs, groups or residents wishing to reserve Association space are required to complete and submit a Room Reservation Request form.
Room reservation is at the discretion of the Lifestyle Director, who has the authority to cancel the request after it has been granted.

1) Residents and their guests may use any area of the Retreat on an ad hoc basis without scheduling as long as the area is not reserved for an event or meeting and has been approved by the Lifestyle Director.

2) All residents wishing to use The Haven amenities for promoting their unsolicited business event may do so, but must follow the room reservation guidelines and reference Appendix A for associated fees.

c. The Community Manager reserves the right to deny, adjust, cancel, reschedule, or move meeting space as deemed necessary. The Board of Directors may set reasonable limits on the number of times facilities may be booked by any one club or group.

d. In scheduling space, the following hierarchy will be followed:

1) Association's Board of Directors

2) Standing and Ad-Hoc Committees

3) Association Lifestyle and Special Events

4) Regularly scheduled Chartered Club Meetings

5) Special Interest Groups

6) Resident Reservations

7) Unscheduled Activities

e. Other Room Reservation Requests.

1) Solicited Events – The Lifestyle Director, based on community interest and need, has the authority to reach out and solicit companies to come to The Haven to provide a demonstration or informational seminar on the subject matter requested. Coordination and scheduling of this type of event is at the discretion of the Lifestyle Director and will be considered a Lifestyle sponsored event. The company will not be charged for use of the facility but will be asked to purchase an ad in The Haven Herald for the month in which the presentation is taking place.

2) Unsolicited Events – The Lifestyle Director may be approached by a company or a resident to provide an informational brief or workshop to the residents on a subject matter in order to promote their business. Approval of such a request

will be at the discretion of the Lifestyle Director, if the interest and need can be justified.

Companies wishing to use Haven facilities to conduct such events will be subject to a fee per Appendix A: Room Rental Fees for Unsolicited Events. Residents wishing to conduct such events will be subject to a fee per Appendix A.

3) Other Private Events – The Lifestyle Director may be approached by a resident to reserve space to conduct a private event. These events are defined as personal gatherings with residents and guests, birthdays, anniversaries, baby shower, engagement parties, and celebration of life/memorial services.

Residents who wish to reserve space to conduct private events for resident-owned companies, companies that the resident is employed by, or outside groups will be subject to a room rental fee as defined in the Appendix A for Private Events. Approval of such a request will be at the discretion of the Lifestyle Director.

5.2. Hours of Operation

a. Normal Retreat hours are determined seasonally by the Board of Directors, normally:

Monday through Friday	7:00 am - 8:00 pm
Saturday and Sunday	8:00 am - 8:00 pm

b. Chartered Clubs, Special Interest Groups, and Lifestyle may be provided access to The Retreat until 9:00 pm to conduct events provided they have submitted a reservation request 2 weeks prior to the scheduled event. Such requests should be made through the Front Desk.

c. Holiday Retreat Hours: The Retreat will be closed on Thanksgiving Day, Christmas Day, and New Years Day.

d. Hours of operation are subject to change by the Board of Directors and may be changed for lifestyle-approved events (e.g., New Year's event, community dances, etc.).

5.3. Multi-Purpose Room A (Located across from the Fitness Center)

Multi-Purpose Room A is a space that may be used by residents for a variety of arts, crafts, activities, and meetings. Residents may use the room on an ad hoc basis or after coordination with the Lifestyle Director.

5.4. Multi-Purpose Room B (Located outside the Magnolia Room)

Multi-Purpose Room B is a space that may be used by residents for card and board games, meetings, and other appropriate events. Residents may use the room on an ad hoc basis or after coordination with the Lifestyle Director.

5.5. Magnolia Room

The Magnolia Room is a space that may be used by residents for card and board games, meetings, and other appropriate events. Residents may use the room on an ad hoc basis or after coordination with the Lifestyle Director.

5.6. Billiards Table

The billiards table is open to use by all Haven residents and their guests. The Haven Billiards Club has certain times for member priority play. Players are responsible for any damage done to the equipment.

No food or drink shall be placed on the billiard table. When the table is being used for other community events, the provided protective pads will be used under the cover.

a. Guests must be 18 or older to use the billiards table unsupervised. Guests under the age of 18 need not be accompanied by the resident but must be accompanied by a responsible adult.

b. Users who are not Club members are encouraged to complete their game in a timely manner playing during Club priority time and Club members arrive to play.

5.7. Courts - Tennis, Bocce, Pickleball

a. Outdoor tennis, bocce and pickleball courts are available for resident and guest use.

b. Operational management rests with the Community Manager; however specific committees may be tasked to oversee club policies and rules. The Association is responsible for maintenance of all courts.

c. Hours for all courts subject to weather and maintenance requirements are:

Monday through Friday	7:00 am to 9:00pm
Saturday and Sunday	8:00 am to 8:00 pm

*Lights on timers are available for the tennis courts.

d. The Lifestyle Director schedules all chartered club court time to ensure that each chartered sport club has priority play using Appendix I submitted by each chartered sport club. Residents may use the courts on a first-come first-served basis, and equipment is available to borrow at the Retreat front desk. All court users must wear the appropriate footwear to avoid damage to the playing surface.

e. One tennis court will always remain open for resident play unless all courts are required for tournament play.

5.8. Dog Park and Common Area Use by Pets

a. Residents are responsible for all injuries and damage caused by their dogs. Pet waste shall be immediately removed by the pet owner. Waste stations are available throughout the community.

b. The dog park hours of operation are dawn to dusk daily. Specific hours for different dogs are:

Small dogs, under 35 lbs.: 9:00 am -10: 00 am and 3:00 pm - 4:00 pm
Large dogs, over 35 lbs.: 10:00 am -11:00 am and 4:00 pm- 5:00 pm

c. All dog owners utilizing the dog park must abide by the South Carolina laws governing pets and The Haven Dog Park Rules in order to help maintain a dog safe environment.

d. Only dog friendly balls and toys are permitted in the dog park. Standard tennis balls are **prohibited** as they pose a risk to the dog's health. Residents are responsible for picking up their dog toys prior to exiting the dog park.

e. Residents or a responsible adult must be with the pet in the park at all times.

f. Residents must keep dogs leashed until safely inside the fence and before exiting.

g. Dogs that are sick, aggressive, in heat or do not have all required state inoculations are not permitted in the dog park.

h. Residents must continually watch dogs and maintain voice control over the animal.

i. Children at the dog park must always be supervised by a responsible adult.

j. Residents must not allow dogs to dig holes and if they do, the resident must immediately fill the hole.

k. No food is permitted in the dog park.

l. Access to the dog park may be restricted during special events. Notice will be posted.

m. Dogs deemed aggressive by the Board of Directors may be subject to special muzzle restraints. Dogs that are repeatedly aggressive may be subject to removal from the community.

5.9. Fire Pit

The fire pit may be reserved for events. Residents must reserve the area using the online reservation schedule found on The Haven amenities section of the website. Hours of operation and safety rules are posted on the front of the storage shed located near the fire pit. Hours of operation are 8AM – 9PM.

Residents using the firepit shall ensure that the fire pit is turned off when leaving the area.

5.10. Fitness Center

a. Use of exercise equipment and the fitness facility is at the resident's or guest's risk.

b. All persons under the age of 18 may enter and use the center while under the direct supervision of an adult.

c. All users must comply with posted fitness center rules and verbal instruction from management and administrative staff.

d. The fitness center is open during normal hours of the Retreat.

5.10.1. Clothing and Footwear

a. Proper athletic dress is required. Jeans are not allowed. Fitness Center users must wear upper body garments and closed toe rubber sole shoes. Users may not be in wet clothes, and sneakers previously worn to play tennis are not allowed (to prevent tracking of clay into the Retreat, or on any machines).

b. Non-slip footwear is recommended for use in the shower area of the locker rooms.

5.10.2. General Operation

a. Operational and maintenance responsibility throughout the community rests with the Community Manager. The Community Manager may appoint administrative staff to oversee Fitness Center policies and rules.

b. Designated fitness specialists, who are qualified fitness instructors, may be made available by the Community Manager or Lifestyle Director to provide instruction on the use of fitness equipment and programs, and counseling for personal and group fitness regimens. Personal Trainers may be hired by individual residents and will be treated as the resident's guest.

c. **All equipment must be wiped down with provided wet wipes when finished and the wipes disposed of in provided containers.**

d. Equipment may be subject to time limits on use. Association management may impose a reservation system on equipment.

e. No food or beverages are allowed except water or sports drinks in unbreakable containers.

f. Use of radios and personal listening devices are permitted only with earphones. Talking on cell phones is not permitted and cell phone ringers must be placed in silent mode. Users are expected to be courteous with the use of television channel selection.

5.10.3. Guest Use

All guests must sign in at the Retreat front desk and present a guest card if not accompanied by a resident.

5.10.4. Locker Rooms

a. Locker rooms and showers are provided for the use by residents and guests.

b. Lockers are available on a first-come, first-served basis. Clothing or personal effects should not be left unattended or unsecured in these areas, and safekeeping is the responsibility of the user. Lockers are to be used only when the resident or guest is using the Retreat. All locks are to be disabled and clothing/equipment removed after using the locker room facility.

5.11. Gas Grill

a. The gas grills are available for use by residents at no cost.

b. The gas grills are available during regular Retreat hours.

c. Reservations may be required, and time limits may apply, particularly during community events and on holidays.

d. Staff, along with the homeowner, will inspect the gas grill after use for cleanliness. Homeowners may be assessed a cleaning fee or may be barred from future use if the grill is not cleaned properly.

5.12. Kitchen

The Retreat kitchen is available upon reservation. Proper kitchen safety and food preparation must be observed by all users. The kitchen, stove, and floor must be cleaned after each usage or the user will be assessed a cleaning fee and may be barred from future use.

5.13. Swimming Pool and Spa

a. Pool hours are based on seasonal demands and may vary. Specific operating hours will be posted and publicized. South Carolina Department of Health and Environmental Control (DHEC) permitted hours may be different from Retreat hours.

Pool opening and closing dates will coincide with the beginning and end dates for daylight savings. The annual pool opening will be Monday following the beginning of daylight savings in March. The annual pool closing will occur in November on Monday following the end of daylight savings. The Board of Directors, at its discretion, may adjust the opening and closing dates based on environmental, safety, or infrastructure conditions.

b. Normal hours for the pool and spa shall coincide with Retreat hours or Sunrise to Sunset, whichever is more restrictive. Gates will be locked at 8:00 pm.

Monday through Friday	7:00 am – 8:00 pm
Saturday and Sunday	8:00 am – 8:00 pm

c. Children are allowed in the pool only at specific times. Children's pool hours are:

Tuesday, Thursday	8:00 am – 12:00 pm
Monday, Wednesday, and Friday	1:00 pm – 5:00 pm
Saturday and Sunday	10 am – 2 pm

d. During all legal holidays, children's pool hours are extended to all day. When a legal holiday is on a Monday, children are allowed all day pool use, also for Saturday and Sunday.

5.13.1. General Safety

a. Lifeguards are not provided, and facilities are designated as "**Swim at Your Own Risk**". "Life Buoys" and "Shepherd's Crooks" are available at poolside for emergency use only.

b. Individuals with hypertension, heart conditions or those on medication for any reason, should not use the spa without first consulting a physician.

c. Individuals who have recently consumed alcoholic beverages should avoid using the spa.

d. Running, horseplay, profanity, and disruptive conduct on the pool deck area is not permitted. **Diving into the pool is prohibited**.

e. Any time lightning is observed, all swimmers must immediately vacate the pool and adjacent deck area until a safe environment is restored.

f. Swimmers using marked lap lanes should remain within the lanes. Others in the pool should clear the lanes to allow lap swimming.

g. The Community Manager may close the pool for certain activities, maintenance, repair, or due to inclement weather.

h. Personal audio and video devices may be used on the deck and lounge areas only with earphones. However, instructors may use audio equipment for Lifestyle activities.

5.13.2. Guests

a. Persons under the age of 18 are not permitted on the pool deck except during children's pool hours. Children in diapers and those not toilet trained are not permitted in the pool or on the pool deck at any time but may be under the overhang (covered back porch

area). Baby pools are never permitted on the pool deck.

b. Persons under the age of 18 are not permitted in the hot tub/spa.

5.13.3. Health & Sanitation

a. Compliance with posted pool rules is required.

b. The pool and spa are heated as a convenience. There is no guarantee of minimum temperature to be maintained.

c. All swimmers must wear appropriate swimming attire.

d. Food is only allowed at tables. Trash should be disposed of in appropriate containers. Glass containers and sharp objects are not permitted in the pool area. Plastic /naglene style water bottles are allowed.

e. Incontinent persons of any age are not allowed to use the pool or spa at any time. Non- compliance could result in the pool and/or spa being closed for cleaning or draining because of a potential health hazard and such cost for cleaning/draining will be levied upon the owner for non-compliance.

f. Any person with a health problem that may be contagious to others is prohibited from using the pool and spa.

g. No bandages of any type may be worn in the pool.

h. No oversized floats allowed (staff discretion).

5.13.4. Swimming Pool Furniture

Pool furniture is provided on a first-come, first-served basis and cannot be reserved; personal items should not be left unattended. Furniture must be used on the deck and cannot be placed in the pool or removed from the pool area. If moved, pool furniture must be returned to its original position by the resident or guest. Association management shall arrange for the removal and storage of pool furniture in case of hurricane and other severe storm warnings.

5.14. Tot Lot

The children's tot lot is to be used during daylight hours only. Children shall be monitored at all times by a responsible adult and shall never be left unattended in the tot lot.

5.15. Whistlers Walk Garden Area

See Appendix C: Whistler's Farm Garden Rules, for details.

6.0. Borrowing Retreat Property

Homeowners are prohibited from borrowing Retreat property for use at a private residence, or elsewhere.

7.0. Bicycles

a. The sidewalks and paths throughout The Haven are for both walkers and cyclists. Cyclists shall yield to walkers; however, walkers are not to take up the entire walkway. Walkers shall allow cyclists adequate room to pass safely. Residents walking in groups should walk single file when a cyclist is approaching.

b. Bicycles operating on Haven roadways must obey all traffic rules, which includes stop signs.

c. Residents and guests operating bicycles on The Haven property must do so in a safe manner.

d. Cyclists should limit their speeds to ensure that they maintain control of their bicycles.

e. Bicycles must be placed in or adjacent to the bike rack provided at the Retreat. Bicycle parking is prohibited at the Retreat front entrance and blocking sidewalks.

The Association is not responsible for loss or damage to bicycles.

8.0. Burning/Dumping/Littering

a. Residents and guests are prohibited from burning and or dumping lawn/garden waste or any other items on their property and in common areas of The Haven.

b. Littering is prohibited. Resident or guest use of Association or construction dumpsters to dispose of personal/household material is strictly prohibited.

9.0. Chartered Clubs

a. Chartered clubs are organizations that are sponsored by the Association to foster and promote opportunities to pursue a hobby, recreational or cultural interest. They are the operational nucleus for the Association's recreation program and provide both structure and vitality to its mission.

b. Any group of residents interested in pursuing a particular hobby, vocation or special field of interest may join together as a club and subsequently petition for an Association charter.

c. Authority to grant Association charters rests with the Lifestyle Director, subject to review by the Board.

d. Charters are granted based on residents' need for a specific program, resident interest, and the availability of Association facilities and equipment.

e. Governance for chartered clubs is more specifically detailed in a separate Chartered Club Operating Manual.

10.0. Common Property

a. Residents shall not plant, cut, mow, trim, landscape, cultivate, dump grass or plant trimmings, remove, build on, or install any devices or otherwise modify common areas or plantings on common grounds. Aquatic plantings **are not** to be chemically treated nor physically removed from the water's edge of ponds by residents or their private landscapers.

b. Swimming and/or boating (except by authorized maintenance staff) is prohibited in all ponds.

11.0. Community Postings

a. The Lifestyle Director must approve all materials before they can be posted on bulletin boards. The judgment of Association staff with respect to decorum will prevail at all times. See the Lifestyle Director for posting guidelines.

b. Religious literature shall not be posted on bulletin boards other than schedules of worship services or holiday events. Political literature shall not be posted unless required by law.

c. Commercial solicitation materials may be placed on bulletin boards under certain circumstances as approved by the Lifestyle Director.

d. The Association may post time-sensitive or special announcements on all centrally located bulletin boards.

e. Email solicitation using Association email lists is reserved only for Association-related items.

f. Residents may post community flyers on the bulletin board with prior approval by the Lifestyle Director.

g. Management staff and other authorized persons may use community Text Message for special or emergency announcements in accordance with adopted policy.

12.0. Dress Code

a. Proper dress is always required in all facilities. For specific Association facilities and locations in The Haven at New Riverside, the Board of Directors may opt to designate specific attire requirements.

b. Unless otherwise specified, appropriate casual attire is required in all areas of the Association facilities. Appropriate casual attire for men includes footwear, shirts and pants or shorts. For women, footwear, dresses, blouses or shirts and pants, skirts, or shorts are appropriate. Upper body garments must be worn in all activities, except for men using aquatic facilities. Appropriate athletic apparel is required in all indoor and outdoor sports areas, including proper footwear appropriate to the use of the equipment/area (e.g. no flip flops or sandals in fitness center), which will ensure the safety of all persons using the equipment.

c. Swimsuits without cover-ups are not allowed inside the Retreat, even when traveling from the parking lot to the pool or the reverse.

13.0. Drones

Recreational and commercial drones may be used by residents under specific conditions. The Haven's complete drone policy is available from the Community Manager.

13.1. Recreational Drones

Recreational drones may be flown in The Haven when:

a) The drone is flown following Federal Aviation Administration (FAA) guidelines (Special Rule for Model Aircraft Public Lawn 112-95, Section 336}, only over the drone owner's property, and away from other Association residences, common areas, the Retreat, and all association facilities.

b) The drone is to always be in visual line-of-sight and in control of the operator.

c) The drone must be registered according to FAA guidelines (https://www.faa.gov/uas/getting started/}, proof must be provided to the Community Manager, and a signed liability waiver must be placed on file with the Association.

13.2. Commercial Drones

Commercial drones may be used if the drone operator:

a) files a copy of FAA Section 333 exemption to the small UAS rule (14 CFR Part 107) with the Community Manager;

b) provides proof to the Community Manager that he/she is in possession of a valid Remote Pilot Airman Certificate.

c) provides proof of insurance naming The Haven at New Riverside as an Additional Insured, to the Community Manager; and

d) signs a liability waiver.

14.0. Exterior Sound-Emitting Devices

Any exterior sound-emitting devices must comply with the Town of Bluffton Noise Control Ordinance. The Association does not enforce Bluffton noise ordinances.
Homeowners should be considerate of their neighbors when installing any exterior sound-emitting devices(s). Quiet enjoyment is a cornerstone of the HOA C.C.&Rs. If there is a serious issue, please contact the Bluffton non-emergency phone line to report noise ordinance violations or complaints.

15.0. Fireworks

The use of fireworks, except sparklers as allowed by South Carolina, is prohibited throughout The Haven.

16.0. Fund-Raising Events

Only Chartered Clubs and Special Interest Groups are permitted to hold fundraising events as outlined in the Chartered Club Operating Manual and must conform to Room Reservation Policy, and Beer and Wine Policy if applicable.

The Haven HOA is a not-for-profit organization, but is not tax exempt, as it is not chartered as a 501(C) organization. Under the South Carolina Code of Laws 33-57-110, only qualified not-for-profit organizations that have been in continuous existence for at least one year and meet specific criteria may conduct raffles. The Haven HOA does not meet the criteria to conduct raffles. Thus, no HOA chartered clubs, special interest groups (SIGS), committees or sub-committees may engage in raising funds using this method.

17.0. Holiday Decoration/Lighting

Temporary holiday decorations do not require Modifications Committee approval. The design and quantity of the decorations shall be in good taste and comply with the following guidelines:

- Exterior decorations for Christmas, Hannukah, & Kwanzaa; including lights in trees and bushes, may be displayed between Thanksgiving Day and January 10.
- All other holiday decorations may be displayed no more than 10 days prior to the holiday and shall be removed within 5 days after the holiday.
- Other holidays are defined as: New Year's Day, Valentine's Day, St. Patrick's Day, Easter, Memorial Day, Flag Day, Juneteenth, Fourth of July, Labor Day, Veterans Day, and Halloween.
- Holiday decorations should not cause light glare, or other safety hazards related to vehicle or pedestrian traffic.
- Lights are prohibited that are blinding, distracting, or present bright flashes.
- No rooftop decorations are allowed.
- No decorations are to be displayed that generate noise. This includes music-playing lights, projections of cartoons, movies, or inflatable decorations that require loud inflation pumps.
- Lawn decorations cannot be closer than 4 feet from street curbing or sidewalks, whichever is closest to the home.
- Inflatable decorations are limited to one at the front of the home and one at the rear of the home.

- Lawn decorations must be anchored. Heavy and even smaller decorations can blow away and injure or damage neighboring property when a storm hits.
- All illuminated holiday decorations and lighting are to be extinguished from 11 p.m. to 7 a.m. This includes special lights on shrubs and trees, projections, and any lighted decorations in both the front and rear of the home.
- Permanent holiday decorations including lighting, such as string lights of any color, are prohibited. This excludes ambient patio party clear lights.

18.0. Motor Vehicles

All residents must abide by the South Carolina laws governing motor vehicles. The speed limit on all streets within The Haven is 25 miles per hour.

18.1. Vehicle Access

a. Owners, co-occupants, and lessees are entitled to one barcode for each motorized or battery-operated vehicle owned or leased to that individual. Owners may purchase guest bar codes for frequent visitors.

b. This bar code allows the vehicle to automatically open the gates.

c. Residents who sell or otherwise dispose of vehicles or whose decals have been lost or stolen must notify the Association so that the barcode can be deactivated.

d. Residents' names and phone numbers have been entered into an entry point at the front gate kiosk. Individuals wishing to enter The Haven may scroll to find the resident and the resident may then open the gate remotely to allow entry.

18.2. Vehicle Access by Service Providers

a. Vendors, contractors, and other service providers are permitted entry only for the purpose of authorized work at a designated project or deliver to a particular residence address.

b. Service providers are allowed to park vehicles on the streets in front of homes. **They must place orange cones around large vehicles.**

c. Service Contractors shall be issued bar codes at a predetermined fee in accordance with Vehicle Access Control Policy.

18.3. Golf Carts/Mopeds/Motorized Vehicles (Gas or electric)

The standards noted herein apply to a resident's privately owned golf cart when used in Association common areas. All references to "golf cart" shall include "low speed vehicle" as well as including mopeds and electric bicycles.

a. All residents must abide by South Carolina laws governing golf carts, mopeds, and any other motorized vehicle.

b. Golf carts, mopeds, or other motorized vehicles are allowed only on Haven roadways and are **strictly prohibited** on the Nature Path (from Whistlers gardens to Groveview Ave.), sidewalks, including those in residential areas, turf landscape areas, around lakes or ponds, wetlands and in pool, court, or dog park areas.

c. The number of passengers may not exceed the golf cart's seating capacity.

d. Any privately owned golf carts being operated on the common areas within The Haven community shall be registered with the Association within 30 days of acquiring.
Proof of ownership, a valid state issued driver's license, and proof of liability insurance is required when applying for the HOA sticker.

e. Golf cart vehicle drivers must be at least 16 years of age and have a valid state issued driver's license or learners permit accompanied by a licensed driver. Contact your insurance agent for particulars and guidance for insurance coverage.

18.4. Parking

a. Parking rules apply to all residents, guests, employees, and service providers.

b. Vehicles include automobiles, trucks, boats, trailers, motorcycles, golf carts, campers, vans, and recreational vehicles.

c. Resident's vehicles may be parked in a resident's garage, driveway, or parking pad, except as noted below:

1) Vehicles that are unregistered, have expired registrations, or inoperable vehicles, shall not be parked within The Haven except in enclosed garages.

2) One recreational vehicle, camper, boat, trailers (including utility trailers), or other watercraft may be temporarily parked for loading/unloading or maintenance/service on the street directly in front of the owner's residence or in their driveway between the hours of 9:00am and 8:00pm. Parking shall not exceed a total of 24 hours within each consecutive seven-day period. If any of the above vehicles will not fit in the driveway, parking at the Whistler's Garden parking area is available for overnight parking with Community Manager approval. Size limitations may apply based on the length of the vehicle plus RV, camper, trailer, or boat.

3) Any of the above vehicles are prohibited in The Retreat parking lot except by permit only. Parking hours are strictly enforced to be 8PM to 7AM AND must be scheduled with the front desk. A fine will be imposed if parking hours are violated. See Appendix B for associated fines.

d. The Association is not responsible for vehicles and personal property while parked at the Retreat.

e. Temporary guest on-street parking is allowed, however overnight (Midnight to 6 am) on-street parking for all vehicles is prohibited.

f. Parking should not impede the flow of traffic nor obstruct sidewalks.

g. Golf carts, mopeds, or motorized vehicles are not permitted to park on the grass in front of the Retreat or Dog Park.

h. Moving vans, trailers, and portable moving/storage units must be parked in driveways, and for no more than 72 hours. Moving/storage "pods" are allowed with written special exception by the Community Manager.

i. Only vehicles with the displayed valid handicap parking identification shall park in designated handicap parking spaces. No vehicles, including golf carts or motorcycles may park on the handicap blue striped lines meant for van access.

j. Residents parking in designated handicap parking spaces without display of the valid handicap identification or parked inappropriately on the blue lines are subject to a fine by the Association.

19.0. Pets

a. Except when fully within the Dog Park, dogs must be physically controlled (tethered or fenced) and in control by the owner. Voice control does not mean physical control. Pets of any type are not allowed to roam free in common areas or private property that is not their own.

b. Owners must not allow dogs to soil private property.

c. Owners must remove all waste from roads, common areas, dog park, and private property. Doggie bag stations are available at several locations throughout the Haven.

d. Raising, breeding, or keeping animals or poultry of any kind is prohibited, except that a total of two dogs and two cats and a reasonable number of other usual and common household pets are permitted.

e. Pets that make objectionable noise, endanger the health or safety of residents or occupants or other pets, constitute a nuisance or unreasonable inconvenience or show aggression towards other animals or to residents shall be removed upon request of the Board of Directors. If the pet owner fails to honor such request, the Board of Directors may have the pet permanently removed and barred from The Haven. The Board shall issue a warning notice and fine as the first step.

f. All indoor association facilities are designated pet-free except for designated service animals.

g. Pet owners assume all liability for claims, personal injury, illness or other loss or damage caused by their pets on association property.

h. Residents are not allowed to feed any wild animals within the community. This includes feral cats, deer, alligators, or any other wildlife with the exception of allowed bird feeders.

20.0. Residential Property

20.1. Exterior Modifications

Owners are required to submit an application to the Modifications Committee for exterior changes to

their property. Governance for modifications is more specifically detailed in the separate "Design Guidelines" published by the Association.

20.1.1. Mailboxes

The color, size, appearance, and location of the mailboxes installed by the Developer shall be preserved. Costs for replacement and/or maintenance of individual mailboxes and mailbox posts are the homeowner's responsibility. Costs for replacement and/or maintenance of double resident use mailbox posts shall be shared by the owners of the mailboxes mounted. The Association is responsible for repair/maintenance of Cluster Box Units (CBU).

20.1.2. Hurricane/Storm Protective Systems

Residents may install or close hurricane/storm shutters and storm protective systems only upon the issuance of a hurricane watch or an evacuation order issued by the State of South Carolina for the area, but no earlier than seven (7) calendar days prior to a storm's landfall.

When requested by the board of directors, residents must remove and store hurricane/storm shutters, and other storm protection materials within 14 days after landfall or the lifting of the community access restrictions. This timeframe also applies to permanently mounted Hurricane/Storm protective systems regarding 'closed' and 'open' status.

20.2. Property Rental/Leasing

a. Owners may lease or rent their property in accordance with the applicable Covenants, Conditions and Restrictions (CC&Rs)

b. A property shall be leased in its entirety.

c. All leases must be in writing and shall not be for less than six (6) contiguous months.

d. **No residence shall be subleased without prior written approval from the Board of Directors.** Owners must provide a notice of lease to Association management within ten calendar days of execution of the lease.

e. No residence shall be offered for multiple ownership except as outlined in the CC&Rs.

f. Owners shall provide lessees copies of the CC&Rs, By-Laws, and the Rules and Regulations.

g. No more than two people per bedroom shall occupy a residence.

h. The Association may adopt reasonable rules regulating leasing and subleasing.

20.3. Occupancy Limits

No more than two people per bedroom shall occupy a residence.

20.4. Selling/Moving

Nothing shall impede a resident's ability to sell a home except that no "for sale" signs within the community shall be posted. Residents are permitted to hold Open Houses. For sale and open house signs are not allowed on the resident property or on common property.

20.5. Landscaping and Lawn Maintenance

Owners shall regularly care for the lawn, shrubbery, trees and other landscaping on their lot as stated in The Haven Design Guidelines, Section 4: Landscape and Hardscape Guidelines.

20.6. Garage Doors

Owners may install garage door screens that are in compliance with The Haven Design Guidelines with Modification Committee review and approval.

Garage doors may remain open for short periods of time for residents actively working in the yards or in the garage, cleaning the garage or storing or removing items in the garage. Garage doors may not be left open and unattended all day or evening, exception is when a garage screen is in use.

21.0. Service Providers

a. Service providers are not permitted to solicit work, distribute flyers, or post yard signs or other advertising material.

b. Service providers are expected to clean up any trash or debris daily, including site debris that blows off the site and mud tracked onto roadways. Dumpsters **shall be covered at all times** when work is not being performed. Any damage to common areas shall be reported to the Association management immediately. Residents who allow contractors into The Haven are responsible for any damage the contractor does to common areas.

21.1. Service Provider Advertising

Vendor solicitation at homes or in the Retreat is prohibited. However, solicitation may be authorized providing the following:

a. Vendors may purchase advertisements in The Haven Herald.

b. Event sponsors may provide business cards at the front desk for a designated period of time with Association management authorization.

22.0. Signage

22.1. For Sale/For Rent

"For Sale", "For Rent", Open House direction signs or other commercial signage is **not permitted** on a lot, house (inside or outside}, vehicle, or common area.

22.2. No Soliciting

Residents may post "No Soliciting" signs near or on the front door or in a window. Such signs:

a) Shall be professionally prepared (no hand lettering or hand drawn);

b) Shall not exceed one foot in height above grade if placed on the ground, near the entrance to a courtyard; and

c) Shall not exceed thirty-six (36} square inches.

22.3. Security/Alarm

Residents who contract for security/alarm systems may post one single sided small sign from that company near or on the front door, or in a window. Such signs:

a) Shall be professionally prepared from the company;

b) Shall not exceed sixteen square inches if placed in a window;

c) Shall not exceed seventy-two square inches if placed on the ground;

d) If placed in the front yard, shall not exceed two feet in height above grade and shall meet the setback criteria.

22.4. Temporary Political Signs/Flags/Posters/Banners

a) Political is defined as relating to government or public affairs that have obvious political reference including names, slogans, abbreviations.

b) Temporary political signs/flags/posters/banners are allowed provided the following restrictions are met:

1) shall not be located in road rights-of-way.

2) shall be located only on a resident's lot in the front yard (front yard as defined in Design Guidelines Exhibit B - Definition of Front, Rear & Side Yard) in an existing planting bed.

3) shall not be located within the 25-foot vision from any street corner.

4) shall not exceed four (4) square feet in area per sign face, eight (8) square feet in total area for sign face and sign supports and shall not exceed a height of three (3) feet.

5) shall not be erected earlier than ten (10} calendar days prior to the election or referendum to which they apply.

6) shall be removed within three (3) calendar days after the election or referendum to which they apply. Temporary signs for candidates in a runoff election may be maintained until the final election to which the temporary signs apply.

7) shall be limited per lot to one temporary sign for each candidate and/or issue on the ballot.

8) shall be spaced a minimum of three feet apart and be rectangular.

9) shall not be illuminated with additional lighting not already in place.

c) When flying the American flag, all residents are to be respectful and follow the guidelines established in the U.S. Flag Code.

23.0. Smoking, Vaping or Electronic Cigarettes

The Association provides a smoke-free environment for its residents and guests. Smoking or use of electronic cigarettes or vaping is only permitted in the designated area located behind the bocce courts, fire pit and the tot lot adjacent to the common grounds.

24.0. Trash Containers

No garbage or trash shall be placed or kept on any lot, except in covered containers of a type, size and style which are required by the applicable governing jurisdiction. Such containers shall be kept inside the garage, except when they are being made available for collection and then only for the shortest time reasonably necessary for such collection, which includes not before 7:00 PM the night before pickup and should be returned to the garage on the same day as the pickup.

25.0. Assessment Collection

Refer to adopted and published The Haven at New Riverside Community Association, Assessment Collection Policy.

26.0. Violation & Fine Policy

In the event a resident violates governing documents and/or rules and regulations, fines and/or sanctions may be imposed. Failure to pay any fine shall subject the resident to the same potential penalties and enforcement as failure to pay any assessments. Refer to the adopted Fine and Fees Schedule in Appendix B.

26.1 Notice of Fine or Violation

Prior to imposition of any fine, the Community Manager shall serve the alleged violator with written notice including:

a) the nature of the alleged violation

b) the proposed sanction to be imposed

c) a statement that the alleged violator may present a written request for a hearing to the Board within fifteen (15) calendar days of the notice; and

d) a statement that the proposed sanction shall be imposed as contained in the notice unless a request for a hearing is received by the Board, within such time period.

Unless a timely request for a hearing is received by the Board, the sanction stated in the notice shall be imposed. The Board of Directors may suspend the proposed sanction if the violation is cured or if the resident begins the cure within fifteen (15) calendar days. The Board of Directors is not obligated to suspend

the sanction. Any suspension does not waive the Community Manager's right to sanction recurrences of the same violations of other governing documents and/or rules and regulations.

26.2 Board of Directors Hearing

If a hearing is requested within fifteen (15) days, the hearing shall be held before the Board of Directors in executive session. The alleged violator shall be afforded a reasonable opportunity to be heard. Prior to imposing the sanction, proof of proper notice shall be placed in the minutes of the meeting. Such proof is adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the office, director, or agent who delivered such notice. The notice requirement shall be deemed satisfied if the alleged violator appears at the meeting. The results of the meeting shall contain a written statement of results of the hearing and the sanction imposed, if any, and shall remain confidential.

27.0. Wildlife

a. Residents are not permitted to introduce any fish, plants, or items into the pond system.

b. Residents are prohibited from capturing, trapping, or killing wildlife with the exception of household or lawn-related pests, e.g.., armadillos, moles, mice, rats, and other rodents. Residents are prohibited from feeding wildlife, including feral cats. Residents may feed birds in approved bird feeders.

c. Invasive and nuisance animal species shall be managed by management staff in accordance with state regulations.

d. Alligators are native to South Carolina and are present in The Haven ponds.

Feeding, caring, taunting, or playing with any alligators at The Haven is "**PROHIBITED**". Alligators are strictly protected by South Carolina law and when residents are found to have been feeding them, they must be removed and destroyed, and residents will be fined.

27.1. Fishing

a. Fishing is permitted on a "catch and release" basis for residents and their guests only.

b. Residents and their guests are permitted to fish in any pond with common area access. Fishing shall be accessed via common areas only.

c. The Haven is a private community and therefore fishing licenses are not required.

27.2. Hunting

Hunting with any type of weapon and discharge of firearms is strictly prohibited within the property of The Haven, unless directed by the Board of Directors or the Management Company for the management company to control nuisance wildlife.

28.0. Storm Water Ponds

a. The ponds, streams, and other bodies of water within The Haven are provided for

storm water protection and aesthetic purposes and are intended for limited use as a recreational facility for fishing, pursuant to the rules and regulations established by State and Local Government and by the Board of Directors (e,g, Resident Guidelines for Lagoons, Wetlands Guidance Policy). Certain areas within common areas are further designated as wetlands, wetland buffers, or migration and preservation areas and are restricted as to use by covenants approved by the U.S. Army Corps of Engineers and the U.S. Department of Agriculture.

b. The outdoor storm water drains flow into the pond system. Therefore, non-biodegradable materials should not be introduced into the storm water system or ponds.

c. Illicit discharges to ponds/lagoons are subject to immediate fines.

d. All residents must also comply with the common area mowing/maintenance restrictions and guidelines for maintaining a buffer around storm water ponds, and The Haven Design Guidelines, Section 4: Landscape and Hardscape Guidelines. See Appendix B for associated Fines and Fee Schedule located within this document.

APPENDIX A: Lifestyle and Community Association Fees

LIFESTYLE

All Fitness Classes.....$7 or unless noted otherwise

Wine and Beer Event charge.....$35/event

Room Fee for Unsolicited Business Events.....$100/event

Room Rental Fees for Resident Unsolicited Business Events.....$50/event

Resident Hosted Private Events.....No Charge

COMMUNITY ASSOCIATION FEES

Copies per page	Paper Size	Black & White	COLOR
Black and white	8.5 X 11	$0.20	$ 0.35
Color	8.5 X 14	$0.25	$ 0.45
	11 X 17	$0.35	$ 0.70

APPENDIX B: 2026 Fine and Fees Schedule

Violation	First Offense	If unpaid 2nd offense	If unpaid 3th offense	If unpaid 4th offense	If unpaid 5th offense
Animal waste: failure to pick up/or improper disposal	Letter with fine of $250	$250	$300	$350	$400
Code of Conduct: Behavior standards include physical or verbal harassment* with potential for police report	Letter with fine of $200	$300	$500	Loss of privileges	Legal Action
Common property violations	Letter with fine of $100	$500 plus cost of repair	Loss of privileges	Legal action	
Creating a nuisance	Warning	Letter	$25	$50	$100
Damage to gates or gate system by resident or resident invited vendors	Letter plus the cost of service to gates for repair or replacement	$500 plus the cost of service to gates for repair or replacement	$1000 plus the cost of service to gates for repair or replacement		
Dog off leash/not in voice control (off owner property except in Dog Park)	Warning	Letter	$25	$50	$100
Dog park rules: Failure to comply	Warning	Letter	$25	$50	$100
Dress code violation	Warning	$25	$25	$50	$100
Drone policy	Warning	Letter	$25	$50	$100
Failure to obey traffic laws	Warning	$25	$50	$100	$100
Feeding wild animals. (excluding bird feeders)	Warning	Letter	$25	$50	$100
Garden plot violation	Warning	Warning	$35	Loss of Use	
Governing Doc.-any violation not listed	Warning	Letter	$25	$50	$100
Holiday decorations	Warning	$25	$50	$75	$100
Improper signage	Warning	Letter	$25	$50	$100
Improper storage of trash containers	Warning	Letter	$25	$50	$100
Littering	Warning	Letter	$100	$50	$100
Misuse of activity card	Warning	$25	$50	$50 and loss of privileges for 90 days	$100 and loss of privileges for 6 months
Mod design guidelines violation	Warning	$75	$100	$150	$200
Parking in a handicapped space without a placard. **This includes golf carts.**	Warning	$50	$100	$100	$100
Retreat parking of RVs, boats, trailers during operating hours	Warning	$100	$200	$300	$400

Pollution of stormwater ponds & storm drains. This includes depositing any substance or debris into storm drains or lagoons	Letter with fine $100-500 + cost to repair	Loss of privileges	Legal Action		
Ponds: Buffer violation and disturbance of five (5) foot buffer area surrounding ponds (excludes property owned to water's edge)	Letter with fine $100	$200 and cost for restoration	Loss of privileges and legal action		
Ponds Treating or removing aquatic plants	Letter with fine $100-500 Plus cost to repair	Loss of privileges	Legal Action		
Pool rules violation	Warning	$25	$50 and loss privileges for 30 days	$100 and loss privileges for 60 days	$200 and loss privileges for 90 days
Storage PODs: each day or portion thereof beyond the approved one (1) week time limit for POD storage in a driveway or street	Warning	Letter with fine $25 for each day beyond the approved time limit			
Tree Removal: Removal of HOA trees without prior approval; including trees that are 5 inches or greater in diameter.	Letter with fine $200	$250	$300	$400	$500
Unauthorized parking of an RV/watercraft/ commercial vehicle *resident is responsible for any towing expenses**	Warning to move vehicle	$100	$100	$100	$200
Unauthorized parking or overnight parking	Warning to move vehicle	$50	$50	$100	$200
Use of profane or indecent language	Letter with fine $50	$100	$200	$300	$300
Wetlands: cutting, dumping or disturbing in any manner	Letter with fine $200-500 + cost to repair	Loss of privileges	Legal Action		

*All resident requests for fining must be submitted to the Board of Directors in writing prior to review.

APPENDIX C: Whistler's Farm Garden Rules

Garden Plots are open to all Haven Residents and every gardener is expected to maintain their assigned plot.

Assignment of Spaces

The general gardening year runs from October 1st through September 30th. There will be no annual membership dues.

There are 38 plots available. Applications for a garden plot are available at The Retreat front desk and on the community website. The Association will maintain a list of plot assignments. Garden plots are non-transferable between residents. If the garden represents joint ownership, all gardeners must be listed on the application with signatures accepting the garden rules.

Gardeners will be allowed usage of their plot from year to year, assuming the gardener maintains the plot. If gardener cannot continue to maintain the plot, they should notify the Association that they are relinquishing the plot. The Plot will be reassigned by the Association. Any abandoned plots will revert to the Association for reassignment.

Garden Maintenance

Planting season varies with the weather. Typically planting for Spring/Summer planting runs from March through harvest. All Fall/Winter planting runs from October through harvest. Each gardener is responsible for a minimum of one planting per year. Any abandoned or unworked plots will be reassigned. Newly reassigned plots must be compliant with the garden rules within 30 days of reassignment.

Garden plots must be reasonably always maintained. Reasonably maintained means weeds under control, plants regularly cared for and watered, plant sizes not to exceed the plot boundary and plants need to be harvested. Gardeners must take all debris with them. No garden debris (weeds, plants, etc.) shall be left in the garden area.

Garden hoses should not block the walkway.

Use of poisons (Preen, Sevin dust or Sevin Spray, etc.) within the garden area is prohibited. Rodent poisons or traps are also prohibited.

All non-wintering plants must be removed, and plant stakes shall either be removed or placed horizontally on the ground within individual plot boundaries by December 1st.

If a plot is not used for one of the planting seasons, the gardener must follow the maintenance rules. The plot needs to be kept of weeds or covered with black landscaping fabric and secured.

Illegal plants as defined by South Carolina law and Federal laws are prohibited. Planting

of trees is prohibited.

Vacating the Plot

Upon vacating a garden plot, the gardener should notify the Association. The plot must be free of weeds and all other vegetation. Once empty, it must be covered and secured with black landscaping fabric and pins provided by the gardener. If the plot is not covered within 30 days of notifying the Association, the gardener will be assessed a $35.00 fee for covering the plot. If the fee is not paid within 30 days, it will be assessed to the gardener's association account. This fee will also be assessed to a plot that is abandoned.

Waste/ Weeds/ Debris

a. Gardeners are responsible for removing all trash (waste, weeds, debris, etc.) from their assigned plots.
b. Compost receptacles and trash cans will NOT be used in the garden area.
c. Organic matter may not be stored on the plot at any time.

Perimeter Boards

Garden perimeters cannot be changed. If the perimeter boards need to be replaced, notify the Association.

Gate Use

The gate must always be kept closed and locked.

Pets

Pets are not permitted inside the garden fence.

Garden Structures

Trellises (an architectural structure made from interwoven pieces of wood, bamboo, plastic open lattice, coated metal, and freestanding, made to support plants) or any other structure must be freestanding and within the confines of the garden. The maximum height for these structures is 72 inches (6 feet). Welding wire, typically used for concrete, is not allowed. Plant supports such as tomato cages or supports should not exceed 6 feet in height.

Enclosed greenhouse type structures and tubular aluminum structures are not permitted.

Cold frames should not exceed 24 inches in height Hoop gardens are allowed. Units must be secure to the ground and may not exceed 36 inches in height.

Violations

Association Management will inspect the gardens area monthly. Any plot found in violation of the garden rules will be given a notice with 30 days in which to comply. If the violation is not corrected by the 30th day, a second notice will be given. If the gardener either fails to fix the violation or contact Association Management concerning the violation within 14 days after the 2nd notice, the garden plot will be considered abandoned. The plot will be subsequently revert to the association to be reassigned to the new gardener. See Appendix B: Fees and Fine Schedule for associated fees and fines.

Any issues not addressed in the above Garden Rules must be presented to Association Management for a ruling.

Updates

Association Management may send out updates to these rules as deemed necessary.

Gardeners can update Association Management with repair issues (e.g., faucet leaks) by contacting them by email or phone.