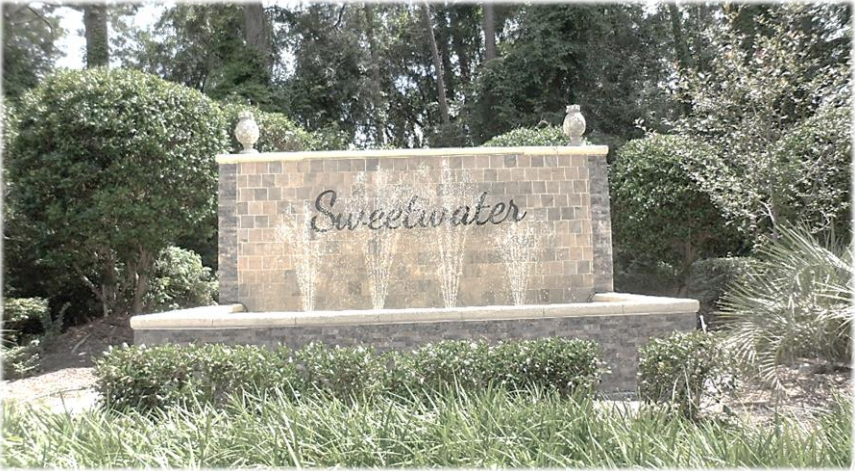


# *Sweetwater at Indian Wells Homeowners Association Inc.*

## **RULES & REGULATIONS**



**The foregoing Rules and Regulations are designed to make living for you and your neighbors pleasant and comfortable. The restrictions that we impose upon ourselves are for the benefit of all.**

**Adopted: June 2005**

**Updated: November 2023**

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**SECTION 1 – Preface**

The Board of Directors has adopted these Rules and Regulations (will be referred to as Rules in the rest of the document) for the guidance of all owners, their families, guests, and tenants in order to create a friendly and distinguished residential atmosphere in Sweetwater. Rules and Regulations are important to protect all homeowners and residents. The Rules and Regulations did not originate with us, but with experience and knowledge with other condominium projects we find that these rules are needed. Not everyone will be entirely pleased with all the Rules and changes made, nor were they designed to satisfy individual personal desires. From our experiences and suggestions from our community members these Rules meet the approval of a large majority of owners.

The Directors of the Association reserve the right to add, change or revoke existing Rules from time to time as, in their opinion, shall be necessary or desirable for the safety and protection of the building and its occupants; to promote cleanliness and good order of the property; and to assure the comforts and convenience of members. Any questions, constructive suggestions or complaints should be made to the Managing Agent, in writing. It is asked that everyone please follow these procedures so that requests can be satisfied to the best of the Managing Agent and Board of Directors power.

The Board of Directors are Homeowners in Sweetwater at Indian Wells and give their time and energy to making Sweetwater a great place to live. Please remember that the board does not get compensated for these positions as they are volunteers and are doing what they think is best for the community. If you feel like you would like to help the Board of Directors, please volunteer to form, or join a committee to help better the neighborhood. The Board of Directors welcomes constructive suggestions and support from the community.

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Owners/ Tenants must communicate with the Management/ Board in a respectful manner. If an Owner/Tenant becomes difficult to work with, Management reserves the right to require the Owner to work only with the Board. If the Owner becomes difficult to work with the Board, this Owner may be required, at the Boards discretion, to work directly with the Associations Attorney. Any and all fees charged by the Attorney in regard to this Owners communication will be at the responsibility of the Owner. They will be collected along with regular assessments and fees and collections will apply.

### **SECTION 2 – Security & “911” Procedures**

Security is the responsibility of each and every homeowner, renter and visitor. Depending upon the nature of the situation, owners are requested to contact the Horry County Police/ Sheriff and then, **if necessary**, notify the Managing Agent.

Horry County Police	843-248-1520
Horry County Sheriff	843-915-5450
Murrells Inlet Fire Dept.	843-651-5143
Shoreline Towing Service	843-448-4500
Management Company	Phone number posted at each mailbox kiosk

### **EMERGENCY PHONE NUMBERS - 911**

### **EMERGENCY "911" PROCEDURES**

While protection of you and your property is of concern, **NEITHER THE ASSOCIATION NOR THE MANAGING AGENT CAN PROVIDE SECURITY TO YOU AND YOUR PROPERTY. YOU ARE RESPONSIBLE FOR YOUR OWN SECURITY.** You are encouraged to get to know your neighbors and to help watch out for each other. Please report any suspicious persons or activities to your local police department first and then notify the Managing Agent.

### **SECTION 3 – General**

- A. All units are limited to residential use only. Commercial use is prohibited.
- B. No immoral, improper, offensive, or unlawful use of condominium or common area is allowed. If you notice this type of behavior, please contact the authorities. It is of vital importance that any dangerous activities be reported to the authorities.
- C. Every owner must promptly perform all maintenance and repair work, which if omitted would affect another unit.

**D. No soliciting**

**E. Any and all unit violations remain with the Owner until the unit is sold**

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**SECTION 4 – Safety**

**A. Hazards**

1. **Per the Fire Marshall of Horry County, NO SMOKING is permitted in all breezeways upstairs and downstairs. No Smoking Signs** are placed at all breezeways of each building. No ashtrays are allowed in these areas.
2. The discarding of cigars, cigarettes, or any other objects on any portion of the common property will not be tolerated. This practice is not only unsightly but also hazardous.
3. No residents shall use or shall be permitted to bring into a dwelling or storage facility any flammable oils or fluids such as gasoline, kerosene, other explosives, or articles deemed extra hazardous to life, limb or property.
4. The discharge of fireworks and/or any other type of noise-making device is expressly prohibited on any part of the condominium property. Horry County Council approved “no discharge of fireworks” in the community, signs are installed at both entrances and exits.
5. Toy guns or like items (BB guns, air guns, knives) are expressly prohibited on any part of the condominium property.
6. **Skateboarding, electric Scooters, Hover Boards, Rollerblading are NOT ALLOWED** anywhere on the property. This includes, but is not limited to, the tennis courts, breezeways, driveways, etc.

- B. Outdoor Cooking** - The only grills permitted to be used within the Sweetwater Property will be **ELECTRIC GRILLS**. The use of open flame grills, charcoal grills, smoker type grills, propane, butane, gas, etc. **ANYWHERE INSIDE THE PORCHES OR ON THE PROPERTY** within Sweetwater is **STRICTLY PROHIBITED**. The fire Department will be notified of those owners who will not comply with the order to remove grills from the Sweetwater community. Fines will be levied under South Carolina Law and by the association.

**SECTION 5 - Responsibility for Damages**

- A. Owners shall be liable for all damages to the buildings and landscaping caused by receiving deliveries, moving, or removing furniture or other articles to or from the building.

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- B. Owners are responsible for any and all damages created to the common areas, exterior building, landscaping, and any areas that affect the wellbeing or harmonious living at Sweetwater. This includes damages done by tenants, visitors, guests, family, or vendors.
- C. **Mandate- Each unit must inspect their hot water heater regularly, and replace before the hot water heater is 12 years old.**
- D. Keep your temperature at a reasonable degree so damage is not created to your home or any other neighboring homes when you are away. A suggestion is to set your thermometer on 80 degrees in the summer months and 60 degrees in the winter.
- E. When leaving for more than 24 hours and to avoid damage to your unit and others, turn off your water supply. Each unit has a shut off water valve and each homeowner is responsible for knowing the location and for the upkeep.
- F. **Car Damages** - Damages to any vehicles on property, even if by natural causes such as tree limbs, are at the owner's responsibility. Keep your doors locked and valuables hidden.
- G. **Arrange for your home to be inspected on a regular basis to identify emergencies so damages can be avoided. Be Proactive.**

### **SECTION 6 - Administration**

#### **A. Assessment & Collections**

1. All monthly assessments and any special assessments or other lawful charges of the Association are due and payable on the first (1<sup>st</sup>) day of each month. Any payment which is received after the last day of the month (traditionally 30<sup>th</sup> day) of the month shall be considered late.
2. Any payment less than the full amount, which is due in any given month, shall cause the Unit Owner to be subject to a late fee of Twenty-Five Dollars (\$25) and a collection fee of Thirty-Five Dollars (\$35) for each month. These fees will be added to the Unit Owners Common Expenses.
3. Unit Owners who are delinquent in the payment shall be subject to legal action. Please see Collection Procedure Exhibit C - for complete details. If an owner is delinquent over 30 days, their Wi-Fi and cable access will be disabled until the balance is cleared.

- B. **Board Meetings/Communications** – Board meetings are open to all Unit Owners. The time for Board meetings is determined by action of the Board from time to time. Notice will be given to homeowners in the

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manner at which the Board sees fit. Communications (newsletters, notices, and immediate information) to homeowners are sent on a regular basis via email (please update your email information with the community manager or online portal).

- C. **Document Requests** - All owners can access most all the documents of the Association online at Sweetwater's website. The Association may charge a fee in the amount of (\$0.15) cents per page for the cost of copying any documents requested. However, in the event a request is made which requires information to be provided in less than five (5) days, the Association may charge the Unit Owner an additional fee for rush service of \$25.00 dollars. These requests also include copies requested to be given to Tenants. It is the responsibility of all owners to provide their tenants with copies of the Associations documents, either electronically or by paper copy.
  
- D. **Key/ Access to Dwellings** – Per the Master Deed, the Association must retain a key to each dwelling. This is necessary to facilitate the proper handling of pest control, vent cleaning and emergency situations. No owner shall alter any lock or install a new lock on any door or storm door leading into the dwelling without providing a workable key to the Managing Agent. A fine will be imposed for not providing the association with a key. If a homeowner does not provide a workable key and an emergency takes place, the homeowner will be responsible for any and all damages to entering the unit, done by management, emergency responders or anyone needed to remedy the emergency situation.

**§ 27-31-280. Council of co-owner's right of access., SC ST § 27-31-280**

Code of Laws of South Carolina 1976 Annotated  
Title 27. Property and Conveyances (Refs & Annos)  
Chapter 31. Horizontal Property Act  
Article 1. General Provisions

Code 1976 § 27-31-280 - Council of co-owner's right of access.

Currentness- The council of co-owners shall have the irrevocable right, to be exercised by the administrator or the board of administration, or other form of administration specified in the bylaws, to have access to each apartment from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any of the common elements therein or accessible therefrom, or for making emergency repairs therein necessary to prevent damage to the common elements or to another apartment or apartments.

Credits- HISTORY: 1962 Code § 57-521; (55) 449

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- E. **Maintenance Requests** – All requests for maintenance must be made in writing to the Property Manager, by email, fax, mail, drop box or given to property manager. Please allow 48 hours for a response to any non-emergency requests.

**\*\*\* VERBAL REQUESTS WILL NOT BE CONSIDERED \*\*\***

All requests are prioritized in the following manner:

First: Emergencies are the top priority.

Second: Anything that represents a liability to Sweetwater.

Third: Projects that affect the community as a whole.

Fourth: Issues with individual units. These are work orders submitted by owners. They may not be done on a first come, first serve basis. They are reviewed, prioritized, and handled depending on the workload and availability of the maintenance staff, vendor schedules and subject to budgetary constraints.

- F. **Staff** - The number of employees and/or maintenance sub-contractors permitted in our budget is limited and each has a full work schedule. Only the Managing Agent or the President of the Association is authorized by the Board of Directors to give instructions to the maintenance staff. If you are aware of any exterior maintenance problem, please report to the Managing Agent as described in **Section 6 item E. above**. Remember that your personal emergencies are not the HOA's or Managing Agents responsibility. Issues with hot water heaters, washing machines, plumbing issues or appliances within your units are **YOUR RESPONSIBILITY**.

**SECTION 7 - Appearance of the Property**

- A. **Alterations** - No owner or resident shall make any alterations, modifications or additions to a unit which changes the building's exterior appearance without prior written approval of the Sweetwater Board of Directors. **THIS INCLUDES THE PORCH AREA.** Any alterations, modifications, or additions requests must first be submitted in writing to the Managing Agent by Modification Form. Each request should include detailed plans, material lists, rendering, etc. **No items may be nailed to the siding, windows, unit numbers, trim or posts on the exterior of the building with the exception of doorbells.** No items may be hung on the unit numbers. The Association has the right to remove any



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unauthorized alterations at the homeowners' expense. These expenses will be subject to regular assessment fees and collection procedures.

- B. **Antennas/ Satellite Dishes** - The installation of satellite dishes is permitted under the following guidelines:
1. Satellite dishes can't exceed 24" in diameter.
  2. They must be of a color that blends into the surroundings and does not infringe on the well-being and view of neighbors.
  3. They **MUST** be installed inside screened in porches **ONLY**; screens cannot be cut to install the dish.
  4. No satellite dishes are permitted on any portion of the common property.
  5. The securing of the satellite by drilling into the any porch is not permitted as water can penetrate, thus causing wood rot.
  6. Any damage caused to the owner's property, adjacent property or common area property due to this installation will be the responsibility of the owner/resident or the installer.
- C. **Entrance Ways**— must be kept in orderly condition, all of the following applies:
1. The greens and walkways in front of the dwelling units are common areas and should not be obstructed or used for any purpose other than ingress and egress from the dwelling units.
  2. Stairwells – **are NOT STORAGE AREAS.** Only bikes and handicapped scooters that are in good working order may be stored under the stairwells as long as they are not chained or secured to the stairwell or obstructing the walkways in any way. If any of these items are not in working order (flat tires, rusted or unable to ride) they will be tagged and disposed of by the Association. The Association will not be responsible for replacing the item(s). **No other items are to be stored under the walkways, per the Fire Marshall.**
  3. Front Entrances – chairs, benches, decorative items and/or planters are permitted at the entrance to each unit as long as the colors blend and are compliance with the fire code that requires clearance of 42 inches. In case of an emergency, medical personnel must be able to get a gurney through the walkways and into the units.
  4. All items must be placed inside the unit if the unit will not be occupied for an extended period of time as well as prior to hurricanes. The Association is not responsible for any items that are damaged or left outside the entrance of the units at both the front door and porch door. These items are the responsibility of the homeowner.

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5. The storm doors are the full responsibility of the homeowner and must be properly maintained by the homeowner. Any installation of a storm door must be white in color and must have prior written approval of the Sweetwater Board of Directors.
6. All door handles and locks are to be in good condition. Any door knocker or peephole installed will be done at the homeowner's expense. All exterior door hardware shall be consistent. If a door needs to be replaced, the Association will not be responsible for replacing the peephole, knocker or any additions that the homeowner has placed to the door exterior or interior.

### **D. Other Exterior Rules**

1. Articles of clothing, linens, towels etc. should not be hung on the porches, decks, entranceways or windowsills. All loose objects should be taken into the unit's interior during those times you do not plan to occupy your unit for a lengthy period of time and during hurricane season. Should a storm occur, the Association is not responsible for securing any items.
2. No windsocks, windchimes, decorative flags (except American flags), clotheslines, statues, gazing balls, birdbaths, birdhouses, birdfeeders, or similar items etc., shall be used on the exterior portions of any Unit or Common Grounds.
3. Feeding of wildlife is not permitted.
4. The backing of all draperies, curtains, blinds and shades from the exterior of any unit must be **WHITE WITH NO HUE AND IN GOOD REPAIR**. Shower Curtains are not allowed.
5. No fans, coolers, A/C units or any other items are allowed to be in the windows unless approved by management and are temporary.
6. The installation of steppingstones in front of the porch doors must be level and secure and does not create a tripping hazard. Since these stones were not installed by the HOA, it must be understood that these stones are at the owner, tenant, family, visitors, guests and all vendors own risk. The Homeowner's Association is not liable for any injuries or damages due to these stones.
7. Common areas, sidewalks, parking areas, and streets are not playgrounds.
8. ONLY potted plants (not hanging plants) are permitted on a homeowner's front patio area and bed area behind the porch as long as they are maintained. They must be in compliance with fire code that requires a clearance of 42 inches. Both the front patio

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area and landscape bed behind the porch are limited to 4 pots and must be properly placed to prevent from being unsightly. All potted plants must be maintained or stored away. These pots cannot contain any fruits or vegetables. They may only be for flowering and small bush plantings.

- E. **Garbage** - All residents are expected to share in the responsibility for maintaining clean grounds throughout the common areas. All trash, garbage, etc. shall be properly bagged and secured in heavy-duty trash bags and carefully placed in the closest available receptacles assuring the lid is closed. All cardboard must be broken down and placed in the garbage bins. **Placing trash in any other area is STRICTLY PROHIBITED, INCLUDING OUTSIDE THE UNIT'S DOOR.** Guests and tenants must be educated as to the location of the trash receptacles and the preparations that must be made prior to placement of trash in the receptacles.

The community's trash removal service **does not include** the disposing of any other items other than bagged trash from the premises. Therefore, each owner/tenant is responsible for making arrangements for discarding other items. i.e., mattresses, appliances, Christmas trees, furniture, etc. These items can be taken to any of the recycling centers, one is located on Holmestown Road or McDowell-Shortcut. They will take this material for free and are open six (6) days a week.

**NOTE: Violators to the garbage restrictions will be assessed immediate fines.**

- F. **Landscaping** - Homeowner landscaping can take place as long as it is done in accordance with Homeowner Landscaping Guidelines (**see Exhibit D**). All homeowner landscaping is at the homeowner, tenants, guests, visitors and vendors risk and any and all future and past responsibility for that planting/work is the homeowner's responsibility.

- G. **Seasonal Decorations** - When decorating the exterior of your condominium, for Christmas or any holiday season, please keep in mind the ambiance of the Sweetwater Community. Decorations or lighting that do not compliment the community's overall design or that are obtrusive to your neighbors (i.e., Chevy Chase's Christmas Vacation) will result in a request for removal from the board of Directors. Seasonal decorations cannot be installed more than 30 days prior to the holiday and must be taken down from the condominium's exterior no later than 10 days following the holiday. No nails, staples or screws can be used to attach any decoration to any portion of the condominium. Nothing can be plugged in to the HOA common exterior electrical plugs or the light fixtures outside.

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- H. **Garage Sales, Signs & Advertisements**– No signs or advertisements will be allowed to be on display outside or in the windows of any unit. This includes for sale signs. This does not include any security system stickers. As per the master documents, NO garage Sales are allowed anywhere on the property.
- I. **Porches- USING PORCHES AS STORAGE AREAS IS PROHIBITED!**  
Homeowners are responsible for any damages made to the screens.
1. **Only Patio furniture, electric grills, 4 potted plants and decorations** are permitted as long as they are maintained and are consistent with the ambience of the community. Items cannot be nailed into the siding or trim. **Patio string lights are not allowed outside of holidays.**
  2. **Bicycles, Canoes, Kayaks, Coolers, toys, sporting equipment, exercise equipment, misc. boxes, gardening supplies, ladders, construction or cleaning equipment, refrigerators, freezers** or any items that belong in your storage closet or in your unit **are not to be stored** in the porch area. If you do not have room in your storage area, it is encouraged for you to obtain an off-site storage unit.
  3. All porches must be maintained by the owner. Please see **EXHIBIT B for more information.**
  4. Only rollup porch shades and blinds are permitted from the interior of any unit and must be **WHITE WITH NO HUE** and **IN GOOD REPAIR. Curtains are not allowed.**
  5. To make changes to the exterior of the unit, including installation of porch windows, vinyl railings and spindles, etc. an **ARB Form must be submitted to the Board prior to work being performed.**

**SECTION 8 - Parking & Motor Vehicles**

**ANY VEHICLE IN VIOLATION OF THE RULES IS SUBJECT TO TOWING AT THE OWNER'S EXPENSE. All vehicles must comply with the guidelines below:**

- A. All recreational vehicles of any kind or description, included but not limited to MOTORCYCLES, TRIKES, MOTORBIKES, MOTOR SCOOTERS, CAMPER, BOATS OR BOAT TRAILERS, KAYAKS, CANOES, JON BOATS AND JET SKIS (see section 5 for BOATS and CAMPER STORAGE) ARE PROHIBITED FROM PARKING ON

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ANY PORTION OF THE CONDOMINIUM PROPERTY AND WILL BE TOWED IMMEDIATELY WITHOUT NOTICE OR WARNING. (Unless stored in approved storage area - Section 9)

- B. Each Unit is provided with one (1) designated parking space and should be utilized ONLY by the owner and/or tenant of that particular unit. Additional vehicles shall park at the **PAVED** parking spaces **NOT** marked. Should an unauthorized vehicle park in your designated parking space, you should first try to resolve the issue with the person who parked there. If unsuccessful, then contact the management company. The management company is the only one who can have the vehicle towed.
- C. No unregistered, out of date tags, inoperable or vehicle in a state of noticeable disrepair shall be kept or stored on the property.
  - 1. The vehicle will be tagged giving 24 hours to correct the vehicles issue or it will be towed at the owner's expense.
  - 2. These rules apply to vehicles parked in ANY and ALL parking spots.
  - 3. The Board or Management will not be responsible for finding out who the owner is and notifying them.
- D. Construction equipment of any kind is strictly prohibited, unless otherwise authorized by the Association.
- E. Residents are permitted to wash their own vehicles on the property.
- F. No car repairs unless in an emergency situation, such as a dead battery, flat tire, etc.
- G. Motorists shall at all times drive carefully in conformity with conditions and circumstances, but in no event exceed the twenty (20) miles per hour speed limit and shall also observe the stop signs.
- H. Riding of motorcycles, hover boards, motorbikes and motorized scooters is prohibited on the common property. Unnecessary vehicle noise will not be tolerated.
- I. As a security measure, the Association recommends that all automobile doors be locked while parked on the Association property. The Association/ Board are not responsible for your vehicles or belongings.
- J. Moving pods or trailers may be stored on the property for a maximum of 3 days and should be placed in an area that is not an inconvenience to any resident. Requests for an extension of time must be made to the Managing agent.
- K. Electric Vehicle charging stations- Submit request to Board for installation, which can ONLY be installed in the Unit Owners marked parking spot and at the owners expense.

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**SECTION 9 – Boat & Camper Storage**

As stated previously in SECTION ABOVE, CAMPERS, BOATS OR BOAT TRAILERS, KAYAKS, CANOES, JON BOATS, JET SKIS, etc. are prohibited from parking on any portion of the condominium property. HOWEVER, the following exception is made for these vehicles that are currently registered through the Management Company. They can be parked in an area designated by the Board of Directors as "**VEHICLE STORAGE AREA**". All properly registered Campers, Trailers, Boats or Boat Trailers, Kayaks, Canoes, Jon Boats and Jet Skis (hereafter referred to as "vehicle") will adhere to the following guidelines:

- A. No vehicle may be placed in the storage area unless the owner has registered it with the Management Company. Owner must provide the Management Company a copy of the vehicle(s) current state registration, photo of vehicle, and a signed Boat Application Form, by completing this form along with payment, the owner/ tenant is releasing all liability of the Sweetwater at Indian Wells HOA for any damages, vandalism or stolen property while the permitted vehicle is in the area. The owner is responsible for maintaining current state registration and providing Management Company with such as the registration renews each year. A yearly registration fee of \$120.00 per vehicle, **NOT** per unit/owner/tenant will be charged for the upkeep of the Storage Area payable January 31<sup>st</sup> of each year.
- B. Storage is limited to the amount of space available. Only one vehicle per owner (when space is available) may be registered for the storage area. A lane / spot will be marked for each registered owner.
- C. Once storage has reached full capacity, owners requesting a storage position will be placed on a waiting list. When a position becomes available, the owner will be contacted of availability (in the order it was placed on the waiting list), and owner will have 14 days to respond.
- D. Vehicles must have the ability to be easily moved, placed on a wheeled trailer, or weigh less than 100 pounds. Vehicles must be placed in the storage area to maximize the use of available space; larger/wider and less maneuverable vehicles should be placed toward the center of the area and smaller vehicles should be placed toward the edges of the area.
- E. Vehicles must not exceed 21 feet in length (including trailer and motor extensions) and 8 feet in width. The parking area size per vehicle will be 21 feet length and 10 feet in width.
- F. All vehicles must be of usable nature. Vehicles sitting idle for over 180 days will be considered unusable and the owner will be asked to remove.

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- G. Only owners of a Sweetwater condo are permitted to register a vehicle to be kept in the storage area. Vehicles registered in the name of children, significant others, or friends who are not owners or current lease holders will not be permitted to use the storage area. Owners of rental units may assign their right for their tenant to use the storage area, tenants must provide the Management Company with a current lease, permission from the owner to use the storage area, and all requirements required as an owner.
- H. Vehicles will be issued a permit sticker to be placed on the vehicle showing the expiration date of allowed storage and the owner's name and unit number. If this sticker is not put onto the vehicle, it may be towed without notice.
- I. Owners who are over 60 days delinquent in the payment of their HOA dues will not be allowed to use the storage area. If an owner becomes delinquent of their HOA dues for more than 60 days and already has a vehicle registered and stored in the storage area, the owner must either pay all past HOA dues within 30 days or the vehicle will be towed from the storage area at the owner's expense.
- J. Owners of vehicles placed in the storage area are subject to being fined and/or having the vehicle towed at the owner's expense for any of the following infractions:
  - 1. Placing a vehicle into the storage area without a storage permit.
  - 2. Storing more than one vehicle.
  - 3. Failure to remove a vehicle that has not been used for more than 180 days.
  - 4. Any CAMPERS, BOATS, BOAT TRAILERS, KAYAKS, CANOES, JON BOATS and JET SKIS are to be well maintained and all trailers must be operable conditions.
  - 5. When the vehicle's state registration is expired.
  - 6. When owners HOA dues are over 60 days delinquent.
- K. Owners/ tenants will be required to notify the Management Company when storage of their vehicle is no longer required. If a vehicle has left the property for over 60 days their space will not be held for them.
- L. Sweetwater HOA is not responsible for any theft or damage that occurs to vehicles placed in the storage area. The owners of stored vehicles assume all risks and will be required to sign a release from liability statement. Owners should maintain proper insurance coverage for their property placed in the storage area.

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**SECTION 10 – Swimming Pools**

When the “POOL CLOSED” SIGN is hung on the pool gates, **NO SWIMMING IS ALLOWED**. However, the pool decks may be used unless the gates are locked or chained for a specific reason.

**A. General Pool Required Guidelines**

1. All activities by Owners/ Tenants/ Visitors/ Guests shall be conducted in accordance with the provisions of the state and local public health departments and with any other applicable laws. Personal conduct within the pool area must be such that the safety of self and others are not jeopardized.
  2. Owners/ Tenants/ Visitors/ Guests and any pool users who enter the pool area are there at their own risk. There are no lifeguards on duty.
  3. Life-saving equipment is located along the perimeter of the pool area.
  4. An emergency phone box is located poolside for activating 911 emergency calls.
  5. Management can close the pool for cleaning and maintenance as necessary.
  6. The owner is responsible for all costs associated with pool “clean-up” due to owner/guest/tenant action i.e., broken glass, defecation, etc.  
**Note: Costs can exceed \$2,000.00.**
- B. Pool Hours** - Use of the pools is permitted between the hours of **9 AM and 10 PM**. If a pool user is found to be in the pool before or after hours they should be asked to leave. If they refuse, then the authorities should be called.
- C. Pool Usage** - The pools at Sweetwater are for the exclusive use of the owners, tenants, resident house guests and guests of residents. Anyone using the pools **MUST BE WEARING ASSIGNED SWEETWATER POOL BANDS**. If you do not have pool bands, you may purchase them from our property manager. Fines will be imposed for any owners who do not follow the pool Rules.
- D. Replacement Pool Bands** – All homeowners were assigned pool bands. If you need to have replacement bands issued to you due to loss, they may be purchased for five dollars (\$5) each. Only 6 pool bands will be given per a unit. Contact the managing agent for replacement bands.
- E. THESE RULES ARE AN EXTENSION OF DHEC REGULATIONS. FAILURE TO ABIDE BY THESE AND OTHER DHEC RULES MAY RESULT IN THE SUSPENSION OF PRIVILEGES. WITHOUT STRICT**



# *Sweetwater at Indian Wells Homeowner's Association, Inc.*

## *Rules & Regulations*

ADHERENCE TO THESE RULES, YOUR ASSOCIATION IS SUBJECT TO CANCELLATION OF ITS' **LIABILITY INSURANCE POLICY**. SHOULD THIS OCCUR, THE FACILITY MAY BE REQUIRED TO **CLOSE PERMANENTLY**.

### The following posted rules and regulations must be abided by everyone:

1. **EVERYONE USING THE POOLS MUST HAVE SWEETWATER WRIST BANDS.**
2. **NO GLASS** of any kind is allowed in or around the pool area.
3. **NO CHILDREN** are allowed in pool without adult supervision.
4. **ANYONE** wearing diapers is **NOT** permitted in the pools unless they are wearing properly fitting protective plastic, rubber pants or swim diapers such as "little swimmies"
5. **The use of all the pools is at the PERSONS OWN RISK. No lifeguard is present.**
6. **NO PETS** are allowed in or around the pool area, including the pool deck.
7. **NO DIVING.**
8. Running, ball playing, jumping, noisy or hazardous activity, or excessive splashing is not permitted in or around the pool.
9. All hoses used for the pool are for the exclusive use of pool area maintenance only.
10. The use of floats, balls, etc. that interfere with the peaceful enjoyment and safety of other pool users is prohibited. **All items brought into the pool area must be removed when leaving or they will be discarded.**
11. The broadcast volume of music from any type of device must be kept at a low level.
12. Pool furniture must not be removed from the pool deck.
13. Proper swim attire is required.
14. In the event of thunderstorms, the pool must be vacated and will be closed until storm has passed.
15. Pool users must dispose of paper goods, trash, cans, etc. in the provided receptacles.
16. Cigarettes must be put completely out and disposed of in a proper manner.
17. No person under the influence of alcohol or drugs should use the pool.
18. No spitting or blowing nose in the pool
19. Persons with any type of infections or open sores must not enter the pool.
20. Persons with diarrhea illness or nausea should not enter the pool.

*Sweetwater at Indian Wells Homeowner's Association, Inc.*  
*Rules & Regulations*

**SECTION 11 – Tennis Court Area**

- A. The facilities of the Condominium are for the exclusive use of the members, tenants, resident house guests and guests accompanied by a member. Following are the court rules:
1. Owners/Tenants/Visitors/Guests who use the tennis courts are using them at their own risk.
  2. The tennis court is available for play from 8:00 AM until dusk.
  3. Court time shall be limited to one hour if other players are waiting.
  4. Proper footwear is essential to the care of the tennis court. Regulation tennis shoes (flat, soft-soled, designed for clay court play) are required for playing on the tennis court.
  5. The tennis court is subject to closing without notice at management's discretion. Playing on a closed court may result in suspension of playing privileges.
  6. No other activity other than tennis play **and pickleball** is permitted on the tennis court, including but not limited to skateboarding, rollerblading, bikes, wagons, hockey, etc.
  7. Pets **ARE NOT PERMITTED** on any portion of the tennis courts.

**SECTION 12 – Pets**

The only pets that are permitted within condominium property and common elements are companion pets such as birds, domesticated cats, fish, dogs and other small mammals. Under no circumstances are exotic cats, non-human primates, horses or other farm livestock or zoo type animals permitted within the condominium property or common elements.

- A. Dogs must be on a handheld leash while on the condominium property and be under direct supervision. **ELECTRONIC LEASHES ARE NOT PERMITTED.** Pets that are not on a leash can be considered a threat to the community.
- B. No pet may be left unattended outside a unit, including porch areas.
- C. In no event shall pets be chained or secured in any manner on the exterior of the condominium property.
- D. Owners are responsible for cleaning up after their pets. **Doggie disposal bags should be disposed of immediately, not left tied to owners' vehicles or by the front door.** This is unsightly and will result in a fine.

*Sweetwater at Indian Wells Homeowner's Association, Inc.*  
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- E. The owner shall indemnify the Association and hold it harmless against any loss or liability of any kind or character whatsoever, arising from or growing out of having any animal in the Condominium.
- F. Under special circumstances the Association can impose conditions upon keeping of a pet on the property.
- G. Excessive barking of pets can result in a nuisance and can result in the removal of the pet from the property. A suggestion is to look for a device called the **bark control box**. It is sold under different names but generally is referred to as "Ultrasonic indoor bark control". Formal complaints, including details, dates, times, actions of remedy with pet owner, etc. in writing are required to be provided to the Board for their review and consideration, after two (2) notices given at least a week apart, either by mail, door hanger, phone, or email to owner of the condo has been given.
- H. Board reserves the right to require the Owner to handle their disputes in regard to other Owner/tenant pets.

In regard to the care, treatment and public nuisance of pets, all pets/owners of pets are also subject to Horry County laws. According to Horry County Law: Sec. 4-3 – Care and Treatment; creating public nuisance – “No person harboring, owning, keeping in possession or having custody or control of any animal shall permit such animal to create a public nuisance. Public nuisance shall include but not be limited to the following: creating excessive noise; molesting people; chasing vehicles; depositing excretory matter on property other than that of the owner; dog or cat to run at large while in heat.” Owners can call Horry County to report their concerns/complaints- the Board / Management will not do this for you.

**SECTION 13 – Renting**

Each owner is responsible for the proper conduct of members of his/her family, guests, tenants and service personnel and should be certain that they understand and observe all Rules. All tenants should be advised of and given a copy of the Rules. See TENANTS Section for more information in regard to tenants.

No timesharing, multiple ownership intervals, or any similar scheme or plan shall be allowed within Sweetwater. Weekly or short-term rentals of any nature are also strictly prohibited.

**All leases must be for a term of no less than six (6) months.** Please refer to the Short-Term Renting/Listing Violation Amendment (**Exhibit A**) in regard to enforcement.

*Sweetwater at Indian Wells Homeowner's Association, Inc.*  
*Rules & Regulations*

**SECTION 14 – Tenants**

It is important when leasing your unit that as an owner you understand your responsibility and your tenant's responsibility.

A. Owner Responsibility:

1. It is the owner's responsibility to provide their tenants with the Associations Rules and any other documents that are needed for the tenant to be fully informed of the Associations operations. Tenants should be informed that this information is being provided to them because they are a part of the Association by virtue of their residency and are obligated to obey the provisions of the documents. **Violations remain with unit Owner until the unit is sold.**
2. It is also the Owners responsibility to inform their tenant that any of their family, guests, and visitors will also need to comply with all documents of the Association.
3. Owners will be held responsible if their tenants are in noncompliance with the Rules and all other documents of the of the Association, as are binding on all homeowners, tenants, family, guests, visitors and vendors. The property owner is ultimately responsible for his tenants to abide by all provisions and restrictions imposed by the Association's legal documents, whether he resides in the unit or not. If a tenant violates the documents or Rules, the owner shall also be held responsible.
4. Any violations of the Master Deed, By-Laws or these Rules may result in fines or in more serious situations, legal proceedings. All fines, costs and legal fees will be charged to the unit owner.
5. Owners are responsible for any and all damage created by their tenants, family, guests, visitors and vendors.
6. The owner is responsible for informing their tenants of any emergency procedures they may need to know. Example: location of water shut off, fire extinguishers (located inside the unit), etc.

B. Tenant Responsibility:

1. Tenants are responsible for being aware of all Rules of the association. If tenants have any questions regarding any of the documents, they will need to contact their landlord for clarification.
2. Tenants will be required to contact their landlord for any issues, including maintenance issues, regardless of responsibility of the HOA. The Owner will need to make all requests.

C. Tenant Information:

*Sweetwater at Indian Wells Homeowner's Association, Inc.*  
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1. All Owners must supply the Managing Agent with a Tenant Information Form, showing the names, contact information and lease dates of their tenants. This is required each time a lease is renewed, or a new lease is written. If an updated Tenant Information Form is not on file with the Managing Agent, the Association reserves the right to levy fines against the Owner. You may request this form from the Managing Agent.
2. All leases must be in writing and for a period of **NOT LESS THAN SIX MONTHS**.
3. The Board reserves the right to require a copy of the lease if a tenant does not comply with any of the association documents or creates any damages to the property.

**SECTION 15 – Noise**

Being thoughtful of one's neighbors is essential in a multi-family community. Noise becomes an annoyance during certain hours of the day, such as early morning or late evening, when most people are resting. Therefore, excessively disturbing noises in dwellings of the common elements that interfere with the rights, comforts or other conveniences of neighbors will not be tolerated. Noise from television, stereo equipment, musical instruments, and people should be kept at a minimum at all times and especially during the hours of 11PM through 8 AM. It is suggested not to perform laundry or appliance duties during the hours of 11PM through 8 AM as the noise from these machines may disturb your neighbor during this time. While these buildings are well constructed, noise can travel through the walls. Consideration of your neighbors is important.

If there are any noises that exceed normal acceptability, such as yelling, screaming, fighting and or anything that any homeowner finds dangerous; all residents are requested to report this to the authorities. Remember there is no security at Sweetwater and your Board and Property Manager will not handle these types of behaviors.

As we all share common stairways, please be considerate of one's neighbors by being conscious of noise when using the stairways; repeatedly running up and down the common stairways will not be tolerated.

Please see Pet Section in regard to excessive pet noises.

*Sweetwater at Indian Wells Homeowner's Association, Inc.*  
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**SECTION 16 – Remedy for Violations**

If someone is believed to be in violation of any of the provisions of the Declaration and By-Laws or Rules, a signed, written complaint must be submitted by an Owner to the Managing Agent, who will call the matter to the attention of the violating owner, tenant, or guest for corrective action, with in some circumstances Board permission. A complaint form may be requested from your Management Agent.

Failure to comply with the Rules will result in a fine which will become part of, and collectable with, the next regular assessment. Any disagreement over a violation can be contested/appealed with the Board of Directors at the next board meeting. Appeals must be received within fourteen (14) days from the date set forth on the notice of the fine. If such a request is not made, the fine will become final. Contact your Managing Agent for the next scheduled Board Meeting dated.

If an Owner attends the scheduled Board Meeting or sends in a written letter contesting / appealing the violation, the Board will review and discuss the violation at the next scheduled Board Meeting. Alternatively, at the discretion of the Board, the owner charged with a violation may be notified at that meeting of the board's decision in regard to their appeal or the Board reserves the right to further discuss the matter and the owner will be notified in writing within fourteen days (14) after the hearing.

In the event of any violation of the Rules, Declaration or By-Laws of the Association, the Board reserves the right to pursue any and all legal remedies to compel enforcement, legal and equitable. Any and all costs and attorneys' fees shall be assessed back to the account of the offending Owner at the time they are incurred.

*Sweetwater at Indian Wells Homeowner's Association, Inc.*  
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**SECTION 17 – Fine Policy Resolution**

WHEREAS there is a need to adopt a policy on the administration of fines.

And WHEREAS Article III, Part C, Section 17 of the Bylaws of Sweetwater, "The Board of Directors shall be responsible for the affairs of the Association and shall have all the powers and duties necessary for the administration of the Association affairs".

And WHEREAS the Board of Directors of Sweetwater HOA shall have all power and authority to make all necessary Rules for their government and for the regulation of the business of the corporation which are not inconsistent with the law, the Declaration and Petition for Incorporation, and these Bylaws and shall have general management and control of the corporation. These powers include but are not limited to adoption of Rules of the Common Area, establish penalties for infractions of Common Area Rules.

And WHEREAS, it is the intent that this resolution shall be applicable to all Owners, Tenants, Guest, Invitees, or any other who may enter upon the property.

And WHEREAS, this resolution shall go into effect 30 days from the notification to all current owners, and remain in effect until otherwise rescinded, modified, or amended by a majority of the Board of Directors.

NOW, THEREFORE, BE IT RESOLVED THAT the following fine policy is adopted by the Board:

A. **The first violation of the governing documents or Rules (other than for payment of assessments) of the association will generate a courtesy notice to be sent informing the owner of the property that a violation has occurred and requesting that the violation be corrected.**

**In most cases corrective action will be requested within fourteen days (14) days of the date of the notice.**

**However, some violations such as, but not limited to; leaving trash outside of unit, improper disposal of pet waste, smoking in breezeways, noise violations and any dangerous or harmful violations that need to be corrected immediately will require prompt compliance. For these violations, a possible fine notice will be issued, and any subsequent repeats of the same violation will result in additional fines as per the fine schedule below.**

B. If after fourteen days (14) days the violation has not been-corrected or the owner has not requested a hearing with the Board or made contact with the management company to correct the violation, the Association will generate a second notice to the owner specifying once again, the details of the violation, and a fine will be imposed as set forth in the schedule of fines shown below.

# Sweetwater at Indian Wells Homeowner's Association, Inc.

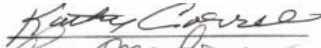
## Rules & Regulations

- C. The schedule of fines shall be the following:
1. First violation notices of an infraction- Courtesy letter / Notice  
**(\*excludes short term rental and improper trash/pet waste disposal violations -immediate fine)**
  2. Second violation notice of the same offense- \$75.00 fine
  3. Third Violation Notice of the same offense- \$150.00 fine
  4. Fourth Violation Notice of the same offense- \$250.00 fine
  5. After the Fourth Violation fine the Board has authority to assess daily fines of \$25 dollars for 30 days for the violation continuing, before seeking legal action.
  6. Legal action can be taken, and all legal fees and management fees will be at the owners' expense.

This policy shall in no way limit the Association from enforcement of the Governing Documents through all legal means.

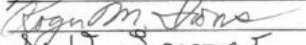
IN WITNESS WHEREOF, THE UNDERSIGNED DIRECTORS OF THE ASSOCIATION, BY AFFIXING THEIR RESPECTIVE SIGNATURES HEREIN BELOW, ADOPT, RATIFY AND APPROVE THE AFORESAID RULES AND FINE RESOLUTION AND CERTIFY THAT THE FOREGOING IS A CORRECT COPY OF THE RESOLUTION DULY ADOPTED ON THE DATE HEREIN INDICATED.

Kathy Correll:



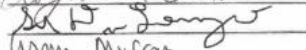
Date: 11/21/2022

Roger Irons:



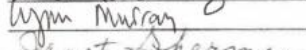
Date: 11/21/2022

Sal DiLorenzo:



Date: 11/13/2022

Lynn Murray:



Date: 11/15/2022

Janet Sherman:



Date: 11/13/2022

Updated November 2022



# Sweetwater at Indian Wells Homeowner's Association, Inc. Rules & Regulations

## EXHIBIT A - Short Term Renting / Listing Violation Rules & Regulations Amendment

According to the Sweetwater at Indian Wells Master Deed, Article VII - Condominium Subject to Restrictions, etc., there is no short-term renting permitted. This regulation is taken seriously for the benefit of all homeowners at Sweetwater. Units are not to be rented for less than 6 months. Any unit rented for less than 6 months or listed in an ad as a short-term rental will be considered in violation of the Master Deed and will be subject to fines.

See the following fine schedule:

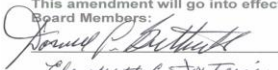
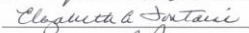

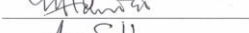

### Rental or listing of a unit violation fee schedule:

First offense:	Up to \$500 fine
Second offense:	Up to \$750 fine
Third offense: <i>Note: Legal counsel is informed of the repeat violation; legal action may occur.</i>	Up to \$1,000 fine

There will NOT be a courtesy letter sent before fines are levied. These fines, along with any legal fees in relation to this violation, will be assessed to the violators account. They will be collected with monthly assessments and will be subject to late fees and collections the same as regular assessments.

The violator may contest the violation by sending a formal letter to the Board of Directors for review within fifteen (15) days of the notice of violation. The letter shall be sent to the Board of Directors. The Board will review the letter and schedule a conference with the homeowner. The decision of the Board will be forwarded to the homeowner in writing.

This amendment will go into effect as of March 31, 2017 and has been approved by the Board Members:

	<u>3/31/17</u>
	<u>3/31/17</u>
	<u>3/31/17</u>
	<u>3/31/17</u>
	<u>3/31/17</u>

*Sweetwater at Indian Wells Homeowner's Association, Inc.*  
*Rules & Regulations*

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**EXHIBIT B - HOMEOWNER PORCH REPAIR  
RESPONSIBILITY**

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**Responsibility for repairs of Porches** – Your porch is considered a mixed common element. What that means is a part of the porch is the responsibility of the Homeowner and part of the porch is the responsibility of the Association.

**The Homeowner's Association** is responsible for the structural support posts and the second floor of the balcony and the roof of the porch.

**The Homeowner is responsible** for all other aspects of the porch area. This includes the flooring of the porch such as the rug or other flooring, the wood railings, support posts, spindles, ceiling including ceiling light or fan. This also includes the removal and replacement of the screens for repairs needed.

1. Over time the wooden railing and support posts need to be sanded and repainted. If this maintenance is not done on a regular basis, the wood rots and that will create more extensive repairs.
2. Due to rotting of the wood railing and the posts, Homeowners are not permitted to remove railings or posts unless reinstalling with wood or requesting Board approval for installing vinyl.
3. Damaged railings and posts must be repaired and replaced as soon as possible when peeling paint appears on the railings. The Association will send letters on a regular basis informing a Homeowner of peeling paint or the replacement of damaged or missing posts. Lack of proper maintenance ultimately affects the Real Estate Value of your Condo home.
4. For second floor porches - If a homeowner chooses to replace the flooring on their porch area, they must use the proper underlayment/water barrier to prevent rotting of structure of the porch. If this is not done correctly the homeowner will be liable for ALL damages and repairs of both the Homeowners and Homeowners Associations portions of the porch.

**The Homeowner is welcome** to perform these repairs. The material for the replacement and repair of the railing and the posts must be the same size, shape and configuration of the original wood railing and posts. The railing and posts must be painted white to conform to the other balconies and patios in the Association. If you would like to have something different then what is already in place, you will be required to submit at Modification Request to the Board of Directors along with any samples of materials, plans and any items the board requests.

*Sweetwater at Indian Wells Homeowner's Association, Inc.*  
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1. To properly access the railings and the posts for the repairs and the paintings, it is necessary to remove the screens. This removal is the responsibility of the Homeowner.
2. The Homeowner is welcome to remove and replace the screening to perform the repairs. If the Homeowner cannot perform this repair, then a vendor will be needed to perform this service.

**Please note:** all work not performed by the Homeowner must be performed by a licensed and insured vendor. The Association will, upon request, supply the name of a licensed and insured vendor. The Homeowner is welcome to use any licensed and insured vendor of their choice.

1. The vendor must supply the homeowner with a scope of work with his licensing and insurance information. This information can be either e-mailed to the Property Manager or a hard copy can be dropped off to the Property Manager in the drop box at the guardhouse.
2. Do not start work until you have received an e-mail back acknowledging the receipt of the information. The Property Manager retains the right to ask questions regarding the plans for the repair work.
3. It is necessary as a protection to the Community that all vendors that work on behalf of the homeowner have the proper licensing and insurance. This protects the community from potential liability in the case of an uninsured vendor on the property.

# Sweetwater at Indian Wells Homeowner's Association, Inc.

## Rules & Regulations

### **EXHIBIT C – Homeowners Association Assessment Collection Procedure**

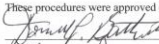
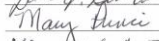
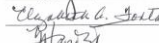
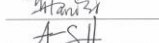

The amount of association assessment is budgeted each calendar year to pay for the operation, replacement, maintenance and repairs of the common area amenities owned by the homeowners' association. The annual assessments are billed in twelve (12) installments; the first installment is due on January 1st of each calendar year and on the 1st of each following month. Assessments are considered late after the 30th of the month.

The following is the chronological order and procedure for the collection of Assessments: In December before the first installment is due, coupon books will be mailed to each homeowner stating the assessment amount due. Each month, the installment must be paid in full on or before the last day of the month. If a homeowner contacts the management office in writing prior to the stated payment dates requesting a different payment schedule and stating the necessity for a different schedule, the Board may approve the schedule and will notify the homeowner in writing of their decision.

#### Assessment Collection Policy:

- a. Assessments that are not paid within thirty (30) days of the due date will be advised of a late fee and collection fee.
- b. The homeowner will be sent a past due notice for any assessment not paid within sixty (60) days of the due date. The homeowner will be advised that, if such amount is not paid within thirty (30) days, a lien will be filed against their condo and legal fees will be assessed.
- c. Any assessment not paid within ninety (90) days of the due date will be sent to the Board attorney for collection.
- d. Notice of Default: If the delinquent amount has not been paid within thirty (30) days of the delinquency notice, a notice of default will be sent the homeowner advising that a lien has been recorded against their condo for the amount of the delinquent installment, interest and legal fees. A release of lien will be recorded after all such amounts have been paid in full. As per Master Deed, all Attorney fees for collection and defense will be the responsibility of the delinquent homeowner.
- e. The Board will reserve the right to proceed with the foreclosure process.

These procedures were approved on March 31, 2017 by the Board of Directors:

	3/21/17
	3/31/17
	3/31/17
	3/31/17
	3/31/17

# *Sweetwater at Indian Wells Homeowner's Association, Inc.*

## *Rules & Regulations*

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### ***EXHIBIT D - HOMEOWNER LANDSCAPING RULES***

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**Planting in the River Rock area of your Condo** - the individual plantings of flowers in the River Rock area surrounding your condo homes is allowed for the following listing of plants. This listing is a selection of annual, semi-annual and perennial flowers. This is not to be confused with the planting of bushes and/or trees.

**Flowers permitted:** Lantana, Pansy, Viola, Petunia, Hosta, Daylily, Geraniums, Begonias, Nanina Dwarf Holly, Daisy and Marigold.

Please understand that the Associations grounds maintenance personnel cannot be asked to assist in the planting or the maintenance of the homeowners' plantings. In process of maintenance of the community from time to time the landscaper may inadvertently trim/maintain a homeowner planting. You must understand that it is not the Homeowners Associations responsibility to do so or is the Association responsible for any trimmings/maintenance that is done, even if it results in the decline of a plants health or life. If the flowers are not properly maintained, they will be removed. It is also important not to interfere with the reading of the electrical meters or servicing of the air conditioning units.

### **Request to the HOA for Permission to Plant bushes and/or trees with a Landscaper –**

- ❖ Your Landscape Design Professional will provide the design of the planting for the river rock bed surrounding your Condo to the Management Company.
- ❖ This explanation includes the following:
  - Description of the planting
  - Placement of the planting
  - Distance from the building and from each other
  - Size of the planting at maturity
- ❖ It is mandatory that the license and insurance for the Landscaper be provided at the time the request is being made. All costs for this approved planting will be the Homeowners.
- ❖ Your Landscaper will help you with the choosing of the proper planting material with consideration to the mature size of the bush and/or tree.
- ❖ Your Landscaper can advise you of the future care of the bush and/or tree. The Homeowner retains the responsibility of maintenance and costs of trimming of bushes and/or trees that the Homeowner has planted.
- ❖ Consideration must be given to the water requirements of the installed plants. You will be watering the plant(s) in and maintaining the plant(s) water requirements going forward.

# *Sweetwater at Indian Wells Homeowner's Association, Inc.*

## *Rules & Regulations*

- ❖ Should you want to refresh your River Rock, the Property Manager will provide the type of rock that is permitted.

### **Request for Permission to Plant bushes and/or trees on your own –**

- ❖ You will indicate that you are the person who will be doing the planting.
  - ❖ Create and provide a detailed list of all plants that will be included in the planting in the River Rock area outside of your Condo.
- ❖ This explanation includes the following –
  - Description of the planting
  - Placement of the planting
  - Distance from the building and from each other
  - Size of planting at maturity
- ❖ Because you are not using a licensed and insured Landscaping Professional you will need to include in the planting permission package a Waiver of Liability Form. Be sure the form is signed, dated and returned in the package of information for consideration.
- ❖ Consideration must be given to the water requirements of the installed plants. You will be watering the plant(s) in and maintaining the plant(s) water requirements going forward.
- ❖ The Homeowner retains the responsibility of maintenance and costs of trimming of bushes and/or trees that the Homeowner has planted.
- ❖ Should you want to refresh your River Rock, the Property Manager will provide the type of rock that is permitted.

### **Please Note:**

- ❖ It is important that all Sweetwater homeowners understand that when an unauthorized bush and/or tree grows too close to a building it will cause a problem by creating damage to the foundation of the building, damage to screens or damage to the siding.
- ❖ Should the bush and/or tree grow to an inappropriate size, and it is determined by a professional licensed and insured Landscaper that the planting will cause damage to the building due to the tree root system, it will need to be removed. It is the Associations responsibility to protect the buildings and to remove the tree. The Homeowner will be charged for the removal.
- ❖ Should a bush and/or tree grow and need maintenance that is not provided by the Homeowner, the Association will have the right to have the Homeowner's planting(s) trimmed. The cost of this maintenance will be provided to the Homeowner for reimbursement to the Homeowners Association.

# *Sweetwater at Indian Wells Homeowner's Association, Inc.*

## *Rules & Regulations*

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### **Exhibit E- Pest Control Policy- December 2019**

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Sweetwater at Indian Wells Homeowners' Association has found the need to announce a Pest Control Policy.

Pest control services will now be provided to the interior of each unit of the community four (4) times a year, and to the exterior of each building monthly. If your unit has a pest control problem and was treated on the previously scheduled service, contact your Property Management Company; there is no cost for retreatment. Please do not misuse this service, as it may lead to higher prices for the homeowners in the future.

*Schedule* - A pest control schedule will be released at the beginning of the year and it is the homeowner's responsibility to be aware when their service is to take place. It is also the homeowner's responsibility to inform their tenants that this service has been scheduled. The Association will not send out notices/reminders to the community. We recommend that you keep this schedule readily available and accessible.

*Pest Control Service Times* - A specific time **CANNOT** be given as to when any unit will be serviced on the day it is scheduled.

*Inaccessible Units* - If, for any reason, your unit is inaccessible to the Pest Control company during their scheduled time and they are unable to perform the pest control services, the homeowner will be responsible to request another service for a charge of \$35 by calling Lane's directly at 800-813-4790; or, will need to provide their own pest control services.

Examples of reasons your unit may become inaccessible: storm door locked, incorrect key on file or not all keys on file for different locks on your door, refusal of services, door hardware is hard to use, etc.

To prevent these issues all homeowners are asked to:

- Keep storm doors unlocked, or a key to the storm door on file with the Association in addition to front door keys.
- Keep an updated key on file with the Association. If you have multiple locks on your door, you will need to supply the Association with a key to each lock.
- Be aware that by refusing service, the Pest Control company will not come back as a courtesy.
- If the locks on your door are difficult to use, you are asked to please post a note at your unit on the day of services; so, they are able to complete your unit. It is NOT possible for Management, or the Pest Control team, to keep on file all directions to all difficult door locks in the community.

*Unattended Pets & Underage Children* - Your unit **WILL NOT** be serviced if any children or pets are left unattended. You will need to leave a note on the door if you have a pet unattended; or, your pet will need to be left in a specific room.

*Refusal of Services* - If you choose not to have the Pest Control Services on your unit, you are responsible within three (3) business days of the service to contact Management and let them know so your unit's key will not be given to the Pest Control Team. If you do not do this, you will need to leave a note at the front door letting the Pest Control team know that they are not to service your unit.

*Additional Services* - All other services requested will be at the cost of the homeowner and homeowners' will be required to contact the Pest Control company to be scheduled. Management **WILL NOT** schedule extra services for you.

**(Updated November 2023) Bed Bug Policy- If live bed bugs are found inside a unit, all surrounding units must be informed, then inspected and treated by a licensed pest control co., if needed, at Owners Expense. The HOA will also treat the common areas.**

