

**RIVER CLUB LANDOWNERS' ASSOCIATION**  
**RULES & REGULATIONS**  
**Effective: December 8, 2022**

**I. PREFACE**

Indigo Run Community Owners Association, Inc. Rules, Regulations & Enforcement ("IRCOA Rules") apply to River Club except as modified, amended, or supplemented by these River Club Landowners' Association ("Association") Rules and Regulations ("Rules").

Defined terms in these Rules such as Owner, Common Property (also referred to as common area), and Common Expenses shall correspond to definitions in the Declaration of Covenants, Conditions and Restrictions of The River Club Subdivision, hereinafter referred to as "Covenants". The River Club Landowners Association Board of Directors shall hereinafter be referred to as "Board." The pool and accompanying structures, tennis court, and pickleball courts shall hereinafter be referred to as "Amenities."

These Rules are available for download on the River Club neighborhood page of the IRCOA website or can be obtained by contacting the Association Secretary. It is each Owner's responsibility to maintain copies of the current Rules and IRCOA Rules, to gain familiarity and understanding of both, to comply with all provisions thereof, and to ensure the compliance of his or her family members and guests.

**II. COMMUNITY ACCESS**

IRCOA Rules regarding community access apply except as modified and/or supplemented below:

A. Vehicles equipped with a valid IRCOA-issued RFID vehicle tag and displaying an IRCOA vehicle decal shall be allowed entrance into the River Club gate without limitation.

B. Except in the case of new home or dock construction as noted in F. below, all other Owner or Association guests and visitors shall be allowed entry into River Club without limitation or payment of fees upon presentation of a gate pass issued through ABDI GateAccess.NET or its successor technology or by IRCOA Security determining an Owner has approved a pass by phone or electronic means.

C. Visitors to whom neither gate fees nor application procedures apply include but are not limited to the following persons and entities performing work or providing services for an Owner:

- a. Contractors, vendors, sanitation services, landscapers, and service technicians.
- b. Companies and individuals performing cleaning and maintenance services, personal service tasks, or home healthcare services.
- c. Transportation and delivery services.

D. Residents utilizing a temporary vehicle, such as a rental car or truck, will not be required to retain a pass for the vehicle.

E. All gate fee waivers, including those described in B through E above, are granted in exchange for an annual lump-sum fee paid by the Association as further outlined in the Management and Services Agreement between the Association and IRCOA.

F. Gate fees for entrance into River Club will be levied exclusively against vehicles of commercial vendors and contractors, subcontractors, and their employees who are connected directly with new home

or dock construction in River Club and likewise subject to payment for annual decals or for daily work permits for entry to the Indigo Run Community.

All vehicles associated with new home or dock construction must display a decal or gate pass in a clearly visible location.

Due to the lack of holding lanes, IRCOA Security shall be expeditious in determining if vehicles waiting at the entrance gate are associated with new home or dock construction and, therefore, subject to fees.

Failure of any party to pay gate fees shall not be subject to fines or criminal or civil complaint. If it has been determined that a party is associated with new home or dock construction and said party fails or refuses to pay a fee, then they may, at the option of Security, be escorted from River Club.

New home construction is defined to include any construction activity on an undeveloped lot that commences with surveying, permitting, and clearing and terminates with the issuance of a Certificate of Occupancy. Dock construction shall include any dock work for which a permit is required. A permit must be posted and construction must be underway for this provision to apply.

Questions or appeals as to legitimacy of payment demands by IRCOA Security shall be addressed first by presenting the dispute to the General Manager of Indigo Run. If left unresolved, the dispute shall be settled by an informal agreement between the Board of Directors of River Club LOA and the President of Indigo Run COA. Failing that, the matter will be heard and settled by the Indigo Run COA Board of Directors at its next scheduled meeting.

### **III. MAINTENANCE OF PROPERTY**

A. Article IX of the Covenants requires owners of developed and undeveloped lots to maintain lots in a neat, clean, and sanitary condition so as not to detract from the desirability of the neighborhood. Undeveloped lot Owners must maintain curb appeal in keeping with the general aesthetics of River Club by ensuring regular removal of dead, diseased, damaged, or fallen trees, tree limbs, and shrubs; removal of climbing vines and trash; and by mowing or bushhogging no less often than on a quarterly basis. Under the Management and Services Agreement, IRCOA will bushhog unimproved lots once annually and bill the lot owner for said service. All other maintenance required under these Rules must be arranged and paid for by the lot owner.

B. All yard debris is the responsibility of each Owner and shall be maintained on private lots or removed by the Owner or their service providers. To minimize impact on stormwater drains, leaf or lawn debris shall not be blown into the street. Covenant prohibitions on dumping yard debris onto vacant lots, common areas, streets, paths, protected areas, waterways, lagoons and all recreational land extends to yard debris associated with lawn and landscape pruning and to debris eligible for pickup under the First Amendment to the Management and Services Agreement dated August 31, 2017 or any successor document. Debris available for pickup under this Amendment that is not associated with a named storm shall not be placed at the curb any sooner than twenty-four hours prior to the regularly scheduled pickup day. In the event of a named storm that produces excessive or large-scale debris, IRCOA Operations will notify Owners if it is acceptable to leave the debris in the roadway.

C. Mowing of common areas around the lagoons is provided under the Management and Services Agreement between the Association and IRCOA. Owners of developed lagoon waterfront lots may, but are not required to, aid in slope stabilization behind their lots by taking the following actions: (1) to the extent reasonable without installing permanent irrigation infrastructure on Common Property, seed or sod denuded areas within the slope angle with a drought tolerant variety of grass; (2) be aware of lot boundaries and avoid removing existing common area sod, planting landscaping, or placing personal items on Common Property. These activities can destabilize the embankment, impact view angles, or impede access for pond and slope maintenance.

#### **IV. USE RESTRICTIONS FOR THE RESIDENTIAL AREAS**

##### ***Mailboxes, House Numbers, and Flags***

IRCOA Rules referencing mailboxes, house numbers, and flags shall be modified as follows:

A. House numbers may be included on mailbox posts, but the numbers shall be the same size, material, and style utilized by IRCOA within the neighborhood.

B. Mailboxes may be tastefully decorated for seasonal events and holidays and may also display flags, such as the U.S. Flag, if no wider than 18 inches, hung properly, and tastefully displayed.

##### ***Mopeds, Motor Scooters, Motorcycles***

IRCOA Rules referencing mopeds, motor scooters, and similar motorized recreational vehicles, with the exception of golf carts, shall be modified as follows: Owners are allowed to use golf carts and any licensed two wheel or multi-wheel motorized vehicle to travel to and from the front gate and their lots utilizing the River Club Drive roadway.

##### ***Roadway Parking***

IRCOA Rules regarding roadway parking govern roadside guest parking in River Club. Please contact IRCOA Security in advance if you are planning a function at a private residence that will exceed eight (8) vehicles.

Recreational amenities parking is limited to the available striped parking spaces ONLY, not along River Club Drive. No Parking is allowed in or around Cul-de-Sacs, or along the access road to the Recreational amenities.

These must be left open for proper access of Fire and EMS access. NO EXCEPTIONS. One parking space is designated as handicap parking only, and one shall be designated for Pool Parking Only (when the pool is Open).

In compliance with South Carolina law, the handicap parking space must be used only by the person to whom a License Plate or Parking Placard for People who have a Disability has been issued. Owner Golf Cart parking on the pine straw or grass is allowed at the amenities area.

No parking is allowed on residential lawns (Unless residential, dock construction or driveway replacement is occurring), nor on Limited or Non-Limited Common areas not designated for that purpose or as noted above (or, unless specifically authorized by the RCLA Board as a unique situation).

### ***Landscape Beds***

Flower, garden, and shrubbery beds can be raised under the following restrictions: view site lines must be avoided; gardens containing vegetables should be obscured from the roadway by shrubbery; and bordering material should appear as part of the landscape or be consistent with the aesthetics of the neighborhood and home.

### ***Recreational Vehicles***

Article X Section 9 of the Covenants and IRCOA Rules referencing recreational vehicles including motor homes, fifth-wheels, caravans or other habitable campers and unpowered vehicles such as pull and boat trailers (hereinafter collectively referred to as “Recreational Vehicle”), shall be modified as follows:

A. Recreational Vehicles must be under the ownership or control of an Owner, shall not be parked or stored on behalf of other persons not visiting an Owner, and must be in reasonably good condition so as not to constitute an eyesore.

B. Recreational Vehicles, whether powered and unpowered, must not be a commercial unit with advertising signs, or such advertising must be covered or obscured in a manner so as not to constitute an eyesore.

C. Any Owner of a developed lot may house a Recreational Vehicle within the enclosed curtilage of the house on a continuous basis.

D. Temporary parking of a Recreational Vehicle on the exterior paved surfaces of an Owner’s premises or on River Club Drive roadway is allowed subject to the following limitations:

1. The Recreational Vehicle may not be inhabited during any overnight parking.
2. Utility connections to the home are not allowed nor shall any extension or slide-out protrude from the Recreational Vehicle.
3. If parked on roadway, the Recreational Vehicle must be located immediately adjacent to the street-side curb of the Owner’s lot and strictly within the confines of the Owner’s lot frontage. No overhangs onto other lots are allowed.
4. Recreational Vehicles may not be parked on the roadway unless they are in transit or their length and/or height prevents parking on the paved surfaces within the Owner’s premises.
5. Any Recreational Vehicle parked on the roadway must be positioned so as not to impede emergency vehicles access or ingress and egress from neighboring driveways.
6. Recreational Vehicles may not be parked for more than twenty-four (24) hours continuously except in the following instances:
  - a. In the event of a named storm, hurricane, or weather watch conditions where evacuation may be reasonably imminent, Recreational Vehicles may be parked for the period of time needed for evacuation preparation.
  - b. Unpowered vehicles such as pull and boat trailers may be continuously parked on the paved surface of an Owner’s premises for a period not to exceed seventy-two (72) hours under the condition that they are parked as near as practical to the residence.

c. In circumstances where a Recreational Vehicle of any size is in transit or if parking needs are for less than twenty-four (24) hours, the vehicle may be parked roadside for a brief duration. If the vehicle is ultimately moved to the paved surfaces of the Owners premises, the time spent parked on the roadside shall be counted in the overall parking time limit.

E. Owners shall notify IRCOA Security in advance of parking a Recreational Vehicle in accordance with these Rules.

F. Recreational Vehicles must be removed at or before the time limitation for stays and may not be parked again at the lot for at least seven (7) days. They may be parked temporarily thereafter for loading/unloading only.

G. Complaints, appeals, or special exception requests concerning the parking of Recreational Vehicles shall be addressed to the Association's Board of Directors ("Board"), who will issue a written decision that will be final and maintained by the Association Secretary under its records management guidelines.

#### ***Architectural Standards Committee***

Existing home site lines should be duly considered and maintained in balancing the location of the new home plans on the lot.

### **V. RIVER CLUB COMMON PROPERTY**

The Covenants define the common area as including but not limited to the road and road rights-of-ways, marsh areas, wetlands, open spaces (landscaped and natural), lagoons, drainage ditches and pipelines, entry areas, vehicle parking areas, maintenance areas, walkways, courts, and swimming pool.

We all value our common areas and the mutual enjoyment they bring to our Owners. Our enjoyment depends upon keeping these areas maintained and open to all Owners. To accomplish this, the following rules apply to all common areas:

A. Any improvements, ornamentation, signage, notices, decorations, or alterations to common areas shall be made only by express permission of the Board. The Association shall not be liable for costs incurred in any activities without prior and express agreement of the Board.

B. The forested common area is a large and valuable asset whose natural beauty enhances the overall neighborhood aesthetic. Among other favorable attributes, it acts as a buffer and provides open space for walking and enjoying nature. All Owners have access to every part of the forested area as they do with all common property. Written permission of the Board is required for any plantings, installations, removal, cleaning, or clearing within the forested area. In no event, shall this area be used for storage of any kind.

C. Boats are not allowed in the lagoons.

D. Encroachment of the common areas by Owners is prohibited and is defined as:

a. Planting landscape material in a common area. This includes but is not limited to trees, shrubbery, ground cover, mulch, or landscape materiality. The planting of grass is allowable only in the limited circumstances set out in these Rules;

b. Placing, installing, displaying, or storing furniture, fixtures, structures, vehicles, or equipment on common property; or

c. Installing a barrier or carrying out construction of any kind.

The Board may, in its discretion and at any time, request or undertake the removal of any Encroachment placed upon on common property. At the Board's direction, a Notice of Encroachment should be issued by the Indigo Run General Manager directly to the Owner in violation of this rule.

The Board and the Association are not responsible for loss or damage to plantings or items placed on the common area as a result of maintenance or removal.

The Board reserves all rights in the commons areas for all Owners and does not grant any person the right to any Encroachments by its acts or failure to remove existing Encroachments.

## **VI. ANNUAL ASSESSMENTS**

As directed by the Covenants, annual assessments shall be established by the Board and based on a budget designed to cover the estimated Common Expenses for the maintenance, improvement, and operation of the Common Property during the upcoming year. The budget will include a capital contribution and/or reserve account to meet Association capital needs based on reserve component evaluation and funding goals policies established by the Board. The budget and annual assessment shall become effective upon a majority affirmative vote at the annual meeting and are billed and payable as follows:

A. Assessment statements shall be sent to Owners by January 1 of each calendar year.

B. Assessment payments are due by January 31.

C. A late payment of the annual assessment shall be defined as those received after January 31. Late payments will incur an interest charge of 1.5% per month which cannot be waived.

## **VII. RIVER CLUB AMENITIES**

The River Club amenities include the pool, bathhouse, tennis court, and pickle ball court ("Amenities"). All amenities are for the exclusive use of the Owners and their invited guests. All guests must be accompanied by an Owner while using the amenities except in the case of Overnight Guests, who are defined as visiting friends or family who are residing in an Owner's home. It is the responsibility of Owners to ensure that they, their family members, and their guests observe and comply with all governing documents of the Association, including but not limited to the River Club Covenants and the Rules, and with all applicable laws. The following additional rules apply to the amenities:

A. All children under the age of eighteen (18) must be accompanied by a parent, guardian, or legal custodian, and must also be accompanied by an Owner if the parent, guardian, or legal custodian is not an Owner.

B. No guests, except for Overnight Guests, are allowed to access or utilize the Amenities during events which are held, organized, or sponsored by the Board or the Association's Social Committee.

C. Owners and their guests accessing and utilizing the Amenities are expected to conduct themselves with decorum and exercise proper etiquette for the particular amenity.

D. Glass or other containers that could shatter are not permitted when accessing or utilizing the Amenities.

E. All trash and personal items must be removed from the Amenities prior to the Owner or guest leaving the Amenities. Food may not be left at the Amenities or disposed of in the trash bins. Trash bins are available strictly for small, nominal amounts of trash. All spills or other accidents must be cleaned up immediately.

F. Pets are not allowed at the Amenities, except for service dogs and as otherwise may be required by law.

G. Owners and their family and guests should avoid making excessive noise or engaging in other behavior (e.g., profane, or abusive language) that could be a nuisance to other Owners at the Amenities or throughout the community.

H. Amenities are non-smoking at all times.

I. No person under the influence of alcohol or drugs shall use the Amenities.

J. No Owner may occupy the amenities with their family and guests in such numbers as to preclude other residents using the pool at the same time.

K. The amenities are monitored by the IRCOA Security and the Board. If apparent heavy use or use by a group or persons that are not recognized is noticed by an Owner, he or she should contact IRCOA Security or a Board member.

L. Amenities are closed from dusk to 8:00 a.m. daily.

## **VIII. PRIVATE USE OF AMENITIES FOR UNIQUE EVENTS**

Private use of the Pool or Tennis/Pickleball facility is allowed on a limited non-regular basis by approval of the Board and as designated herein. All other rules still apply. A unique **Private Use Request** (Exhibit "A") shall be submitted to the Association Board in compliance with the following:

- The requested use shall be during normal hours of 8:00 AM-Dusk. The Request cannot be for use during a National Holiday, or Weekend, and
- The request shall be submitted to the Association Board in writing with adequate notice to allow for proper evaluation of the function, length of time requested, and impact of authorizing the private use on other Owners to be discussed and voted upon by the Association Board at a regular meeting, and
- The approval of the private use is subject to the discretion of the Board and such approval or rejection must be provided in writing to the requesting Owner, and
- Such unique amenity use request shall be no greater than one single day of the week, or preferably less than 6 hours, and cannot be a regular scheduled event or regular request, and
- The Owner making the request must be in attendance during the "Private Use" and shall be responsible for the actions and behavior of all guests entering the property and using the Amenities, and compliance with parking regulations noted herein, and
- Such use must adhere to all rules and restrictions as stated in all applicable Governing Documents, all posted rules, and as by law, and
- The Association shall bear no costs associated with the use or preparation, damage, or cleanup of the amenity area, or related facilities, and
- A use deposit may be required, if requested by the board, and

## **IX. RULES & REGULATIONS SPECIFIC TO POOL AREA**

- A. Persons using the pool are subject to South Carolina Department of Health and Environmental Control regulations.
- B. The pool is closed from October through March annually. An extended season may be considered at the discretion of the board.
- C. The pool bathhouse is open year-round and must be accessed by lock codes updated and distributed by the Association's Board from time to time. The code should only be provided to Owners and their invited guests.
- D. The bathhouse is cleaned, and trash bins emptied once weekly. Chairs and tables are not cleaned by outside services beyond annual power washing. Owners should participate in maintaining tidiness in the pool area by following guidelines for trash disposal and by replacing chairs and tables, so no obstructions are closer than four (4) feet of the pool as required by law.
- E. There shall be no running, boisterous or rough play.
- F. There should be no spitting or blowing nose in pool.
- G. Persons with the following conditions or illnesses should not enter the pool: diarrheal illness; nausea; skin, eye, ear, or respiratory infections; open lesions or wounds.
- H. All Owners and their guests should take a shower before entering the pool.
- I. Maximum number of swimmers allowed in the pool is twenty-five (25).
- J. All Owners and their guests must comply with any and all posted rules at the pool.
- K. All Owners and their guests should take time to familiarize themselves with the use and location of the emergency phone and lifesaving equipment, including the ring buoy with throwline and shepherd's crook-style hook.

## **IX. RULES & REGULATIONS SPECIFIC TO PICKLEBALL AND TENNIS COURTS**

- A. Proper court apparel should be worn including non-marking tennis or court shoes.
- B. Courts shall be used for tennis and pickleball only. No other activities are allowed, including but not limited to skating, bicycling or roller blading.
- C. All owners and their guests must comply with these rules and any posted rules.
- D. Outside Guests are defined as an invited player who is not a River Club Owner, their overnight guest or family member.
- E. Organized Group Play (OGP) is defined as an Owner player with Outside Guests competing amongst players on another court. OGP is NOT ALLOWED on the courts.
- F. If the participating players are only Owners, their family members, or overnight guests, the play group is classified as a Member Group (MG). MG IS ALLOWED AND ENCOURAGED.



G. Member Guest Group (MGG) is defined as an Owner, their family member or overnight guest with invited Outside Guests. MGG is limited to 3 invited Outside Guests. MGG IS ALLOWED AND ENCOURAGED.

H. There shall be NO league, tournament or OGP play on the courts.

I. Sundays and legal holidays or such other days as may be selected by the Board, are reserved solely for MGs.

J. MGG can play on more than one court and establish reserved court times, but no Owner, their family member or overnight guest may invite more than 3 Outside Guests and their play is restricted to a maximum of 2 courts. Any pickleball or tennis play must have at least 1 Owner, their Overnight Guest or family member present during play for each court in use by the MGG.

K. The Board will maintain an on-line scheduling calendar to provide a mechanism for Owners, their family members and overnight guests only to reserve pickleball or tennis courts. In the absence of courts being reserved on the calendar, use of the courts is on a "first come, first served" basis. If others are waiting to use the courts, rotate court usage after each game. Persons who have reserved a court via the on-line calendar, will have priority of use of the court for the duration of the reservation.

L. In consideration of owners and their guests who utilize the pool and the limited parking, owners and their guests are encouraged to walk, bike, or use golf carts to and from the courts. Owners are requested to encourage their pickleball guests to carpool and to utilize the owners' driveways for vehicle parking. Refer to the "Parking Rules & Regulations" herein.

Should any provisions of these Rules be void or become unenforceable at law or in equity, the remaining provisions hereof shall remain in full force and effect.

**EACH OWNER/OCCUPANT, ON BEHALF OF HIMSELF/HERSELF AND HIS/HER FAMILY MEMBERS AND GUESTS, UPON RECEIPT OF THESE RULES, ACKNOWLEDGES AND AGREES TO COMPLIANCE.**

**EXHIBIT "A"**  
**RIVER CLUB LANDOWNERS' ASSOCIATION**  
**RULES & REGULATIONS**  
**Effective: December 8, 2022**

**REQUEST FOR PRIVATE USE OF AMENITIES**

**Owner Full Name & House Number:**\_\_\_\_\_

**Contact Information:**\_\_\_\_\_

**Date Request Submitted:**\_\_\_\_\_

**Amenity Requested for Private Use:**\_\_\_\_\_

**Nature of Event:**\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Date, Start and End Time of Event:**\_\_\_\_\_

**Number of Attendees:**\_\_\_\_\_

**Parking Considerations (Note plans for guest parking):**\_\_\_\_\_

\_\_\_\_\_

**Examples:**

**By signing this Request for Private Use of Amenity form, the Owner acknowledges and agrees:**

1. Follow all entrance pass submissions for its guests;
2. to all terms as set forth in the Rules, IRCOA Rules, governing documents, and at law;
3. that he or she is fully responsible for the safety, security, and welfare of the Owner's guests;
4. to indemnify and hold harmless RCLA;
5. cleanup (including bathroom paper replenishment, etc. if necessary?);
6. to the terms of a deposit requirement;
7. etc.

**SUBMITTED by:**

\_\_\_\_\_