

Rules and Regulations of the Eagles Harbor Subdivision

Article I Liability and Use of Common Property within The Community

Section 1 Definitions of The Community and Common Property

The Community is all of the public and privately held property of Eagles Harbor Subdivision as incorporated September 19, 1997 with the subsequent filed amendments.

The Common Property shall include all of the Surfaced Roads from the Entrance off of New Zion Road at the South End to the Junction of Eagles Harbor Drive at Ridge Road at the North End. It shall include all right of ways and easements to these Roads. The Gates/Fences/Security Cameras purchased and maintained by the Homeowners Association (HOA) on Common Property in addition to the well and irrigation system at the South Gate and all Landscaping provided by the HOA and/or placed on Common Property. The Marina, Boat Docks/Slips and Ramp, Beach Area, Gazebo and accoutrements associated with these amenities (Lot 23). The Boat/Trailer Storage Facility currently on Lots 1,2 and 3. The Circle of Land in the midst of Long Point Road, Lot 70, and the "HOA" Lot between private Lots 117A and 119A. Finally, the drainage pipes/culverts under the Road shall all be considered Common Property of the Association. Moreover, if any additional property is purchased and/or acquired by the Homeowners Association, it shall become a part of the Common Property.

Section 2 Limited Liability of Homeowners Association, Inc:

All persons who use the Common Property, whether as a Member or as a Guest of a Member, assume sole responsibility for their own private property which they may use on this Common Property. The ASSOCIATION SHALL NOT BE RESPONSIBLE FOR ANY LOSS AND/OR DAMAGE TO ANY PRIVATE PROPERTY USED AND/OR STORED ON OR IN COMMON PROPERTY.

Section 3 Liability of Users for Damage to Common Property

Every Member of the Association shall be liable for any Common Property damage and/or personal injury occurring at or on Common Property which is caused directly or indirectly by the conduct of the Member and/or their Guests who are present by implied consent of the Member, and shall indemnify the Association for any loss, cost, claim, injury, damage, or liability sustained by the Member and/or Guest as a result of such conduct.

Section 4 Limited Liability for Personal Injury

All Members, Guests, or other persons who use the Common Property, or who engage in any function of whatever nature, whether organized by the Association or not, shall do so at their own risk. Furthermore, any person using the Common Property agrees that neither the Association, nor its Directors, Officers, Employees, Representative, (collectively called Agents) shall have any liability for loss, cost, claim, injury or damage sustained or incurred by him or her, resulting from any act, or omission of the Association and/or its Agents except by an act or omission constituting willful misconduct.

Section 5 Use of Common Property

The Association, as managed by the Board of Directors, may limit the nature of activities on any Common Property. This includes, but is not limited to, sales, businesses, political causes, and the posting of petitions, etc. The Association reserves the right to impose an activity's schedule should the need arise. When any Member or their Guests use Common Property, it is expected that the Common Property will be left in a condition at least as good as when the utilization began.

Section 6 In-Water Activities at Your Own Risk

The Association shall provide no lifeguard at the Beach, Boat Dock and/or Marina area. Swimming and/or any activity done in and/or near the water is done at each individual's own risk.

Section 7 Children under the age of 12 years of age

Children under the age of twelve (12) must be accompanied or supervised by an adult (age 18 and older) at all times while on Common Property. Liability for any Common Property damage and/or personal injury to the child will be the sole responsibility of the accompanying party. Motorized vehicles may not be operated by individuals under the age of twelve (12) on Common Property without being accompanied by an individual with a valid Driver's License.

Section 8 Prohibited Activities

- a. There shall be no "hunting" and/or "target-shooting" within the Community. Use of a firearm for personal protection shall not be covered by this rule. Should the need arise, the Greenwood County Sheriff's Office and/or Greenwood County Animal Control should be called if reasonably possible. Members are reminded that the flight of all projectiles are the responsibility of the shooter at all times no matter what the circumstances may be.

- b. The following activities shall be prohibited on the Boat Docks, Ramps to the Docks and Boat Launching Ramp: Skateboarding, skating, roller blading, and the riding of scooters, bicycles, tricycles and/or similar devices.

Section 9 Lawful Behavior

All persons using Common Property shall strictly adhere to the Laws of the State of South Carolina and Federal Statutes where applicable. All duly deputized officers of Greenwood County, The State of South Carolina and/or Federal Agents shall have jurisdiction in all such matters.

Article II Regulation of Activities within the Community and on Common Property

Section 1 Signs

All signs displayed by individual members shall be wholly contained on their private property. No sign permitted below may be on any part of the Common Property particularly including the Easement of the Road with the exception of aesthetic and/or property address/owner name signs on or immediately adjacent to their US postal box.

The following signs are approved by the Board of Directors and NO additional permission need be sought to display these items:

- a. Aesthetic signs smaller than 9 sq feet
- b. No Trespassing signs, Beware of Dog signs and similar warning placards
- c. Signs that state the name and/or address of the Property owner
- d. Security system signs smaller than 1 sq ft
- e. Political Campaign signs up to 9 sq feet displayed no more than 120 days prior to the election and removed no more than 7 days after the election
- f. A singular Contractor sign displayed during the construction process (see Construction Process for specific requirements)
- g. For Sale signs on Movable "items"

Section 2 Use of the Boat and Trailer Storage Facility

The boat/trailer storage area is for Members' vehicles. Members should have their names on each item in the Boat Storage Area. Storage locations shall be on a first come, first served basis. The Facility is primarily for watercrafts and their trailers. Members are expected to park their vehicles in an orderly fashion conserving as much space as reasonably possible for ingress and egress of all vehicles. Any vehicle may be moved by the Association for Good Cause. Good Cause could include improper parking, blocking another vehicles egress, or parking in the "maintenance area", etc. The Association reserves the right to remove items that are unsightly or appear to be abandoned. Notice to the Member will be provided if at all possible. The Property owner is

responsible for costs associated with removing any vehicle and/or item that needs to be moved. The Board reserves the right to restrict the total number of parking spots per Member's Lot if the need should arise.

Section 3 Use of the Boat Ramp

The use of the boat ramp is for Members and their invited guests only. Watercraft shall not be moored at the boat ramp, nor will parking of any trailer be permitted in the Marina Circle. No one may enter any watercraft stored/moored at the marina without express permission from the Owner of the Watercraft, however liability remains the responsibility of the Owner and not the Association.

Section 4 Use of Boat Docks A, B and C

Members and their invited guests may moor at the slips of Boat Dock A. Boat Dock A is generally for Day use only. Permission for limited extended use may be granted by the Board.

The leased slips at Boat Docks B and C are for the use of the Leasee only. No additions and/or alterations may be made by any Leasee to the docks, piers and finger piers. The maximum size of a docked watercraft is a beam width of 8.5 feet and length of 30 feet.

Electrical pedestals are for temporary use only. Electrical pedestals are available on a first come, first served basis.

Article III Fine Schedule

A second violation of any of the violation in sections 1, 2 and/or 3 below within a 12-month period of time shall result in a doubling of the fine amount.

Section 1 Minor Violations of the Rules and Regulations

The following fine schedule shall apply on a daily basis for all of the following Minor Violations:

The fines shall be \$10.00 per day for each day these violations remain uncorrected. The Board reserves the right to modify the fine amount from time to time as it deems prudent:

1. Keeping trash, garbage or waste in an unsanitary and/or unsightly condition. (Covenant Restriction 15)
2. Using an A-Lot for a temporary purpose other than for a septic drain purpose. (CCR, Article 1)
3. Displaying a non-approved sign (Cov. Restr. 6, and R&R Art II, sect 1)

4. Presence of an outside clothesline. (Covenant Restr 18)
5. Maintaining a non-compliant satellite dish. (Covenant Restr 18)
6. Maintaining junk automobiles, untagged and/or unregistered automobiles, unserviceable vehicles, vehicles under repair and/or storage of salvage materials outside of an approved enclosure. (Covenant Restriction 19)
7. Maintaining a boat and/or trailer over 28 feet and/or motor home not within an approved enclosure for more than a reasonable amount of time. This shall generally be considered to be beyond 30 days. (Covenant Restriction 19)
8. Large trucks as defined in the Covenants, shall not be parked on a regular basis within the Community. Such vehicles shall not be domiciled within the Community. Short-term parking for loading and unloading shall be permitted. Permission for up to 7 days of parking with notice to the Board will be required if parking is intended to last more than 48 hours. Trucks specifically for construction shall be handled by the Construction Process.
9. Mooring a boat overnight at Boat Dock A without permission from the Board. (R&R, Art 2, sect 4)
10. If beekeeping is pursued, not following the "Eagles Harbor Beekeeping Resolution" (as filed in the Greenwood County Courthouse August 18, 2020)

Section 2 Major Violations of the Rules and Regulations

The fines shall be \$20.00 per day for each day these violations are uncorrected: The Board reserves the right to modify the fine amount from time to time as it deems prudent:

1. Carrying on noxious or offensive trade, or activities that may become an annoyance or nuisance to the neighborhood. This would include but not be limited to maintaining classic farm animals including poultry and/or exotic animals outside. (Covenant Restriction 14)
2. Persistently allowing one's Dog(s) or cat(s) to roam the Common Property without being leashed. A third distinct complaint within a 6-month timeframe shall trigger the initiation of this infraction. (Covenant Restriction 14)
3. Damming up any stream or waterway to produce stagnation of this waterway. (Covenant Restriction 14) This infraction shall be daily until the stream flow is restored.
4. Parking Overnight in the "special area for maintenance" in the Boat Storage area. (R&R, Art 2, sect 2)
5. Overnight parking (please see special rules for Construction Vehicles) and/or camping on any Common Property without express permission from the Board. (Covenant Restriction 10)

6. Using any Common Property and not cleaning it back up after its use (Clean and tidy with all trash removed). If grills are used, the fires must be completely extinguished with the grill surface clean. (R&R, Art I, sect 5).
7. Leaving a watercraft unaccompanied moored on the Boat ramp. (R&R, Art II, Sect 3)
8. Leaving a trailer unaccompanied on the Boat Ramp and/or in the Marina Circle (R&R, Art II, sect 3)
9. Making a residence of a boat at the Marina and/or any other temporary structure within the Community for other than a short-term visit lasting up to 14 days unless approved for an extension by the Board.
10. Hunting or "target" shooting within the Community (R&R, Article 1, section 8)

Section 3 Severe Violations of the Rules and Regulations

The fines shall be per event, at a rate of \$250.00 for the event. The Board reserves the right to modify the fine amount from time to time as it deems prudent:

1. Hosting a garage, yard/lawn or estate sale; or any other event where a "general invitation to the public" is offered. (Covenant Restriction 1)
2. Using Common Property for the benefit of a Political Cause. (R&R, Art I, section 5)
3. Throwing and/or dumping trash, garbage, waste materials on any Common Property. (Covenant Restriction 14)
4. Purposely and/or negligently causing damage to Common Property. This fine is in addition to paying for the cost of repairs. (R&R, Art I, sect 3.) Accidental damage may occur without a fine, but the cost of repairs shall still be imposed upon the Member who is found liable.
5. Making any addition and/or alteration to the dock/pier or boat slip at the Marina. (Covenant Restriction 27). In addition to the fine, the dock/pier must immediately be returned to its original condition or the Board shall do so and the costs will be imposed upon the Member who is found liable.
6. **Constructing and/or using an A-Lot with the purpose of this being a PERMANENT usage and/or structure on the A Lot. This shall be \$250 per day until the infraction is remediated. There shall be NO USAGE of any A LOT for ANY PURPOSE but SEPTIC/DRAIN FIELD utilization. (CCR, Article 1)**

Article IV Fine and Appeal Process

All fines will be levied pursuant to Article VIII, section 3 of the Eagles Harbor Homeowners Association, Inc By-Laws. Likewise, all Violations can be appealed using the Appeals Process contained therein.