

EAGLES REST HOMEOWNERS' ASSOCIATION, INC.
RULES ENFORCEMENT POLICY
Effective April 22, 2024

The Declaration of Covenants, Conditions, & Restrictions grant the Board of Directors with the power to conduct Association business and to protect community harmony by providing guidelines and a procedure for addressing conditions that disrupt that harmony,
LET IT BE RESOLVED THAT the following rules enforcement procedures will be followed:

- A. The Board of Directors and/or Association Management Company is authorized to enforce the Rules as outlined in the Governing Documents.
- B. Rules violations are to be reported to the Board of Directors or Association Management Company in writing and signed by the complainant, along with supporting documentation (photos, etc), HOA name, and address of the complaint. Reports will be kept confidential. The complaint will be investigated as soon as possible and checked with policies. The complainant will not receive notice of the outcome of the complaint. Alternatively, the Board of Directors, Association Manager, or Management Company Violations representative may observe a Rules violation during his/her routine inspection.

Notification Process:

- 1. A written notice of the violation will be sent via mail and/or email, if applicable, to the Owner. The first Grace Period Violation issued by the Association will be regarded as a courtesy warning and the Owner given 30 days to resolve the violation and the fine amount for not resolving the violation. This does not apply to No Grace Period Violations, Pet Violations, or Yard and Landscaping Maintenance Violations.
- 2. No Grace Period Violations are given to Parties and Noise Violations past quiet hours, Rental Property, and Vacation Homes. All No Grace Period Violations will be subject to at least a \$100.00 fine upon reported infraction, or as defined in the policy.
- 3. Yard and Landscaping Maintenance Violations will be given a courtesy warning and the Owner given 14 days to resolve the violation and the fine amount for not resolving the violation. If the violation is not cleared within 14 days, a remedy warning violation will be sent via mail and/or email, if applicable, to the Owner giving them 14 days to resolve the violation, a fine will be levied against the Owner, and notice that if not resolved the violation will be remedied by the Association at the Owner's expense and added to their account. If the violation is not cleared within the additional 14 days (28 days total), a remedy violation will be sent via mail and/or email, if applicable, to the Owner telling them that within 14 days the Association will be remedy their violation at the Owner's expense and the expense added to their HOA account. This remedy charge will not be removed from the account if the remedy is completed and Owner appeals the remedy. Pursuant to the Declaration, Article X, Section 4, Part c, the Owner grants to the Association the right and permission to enter the Lot to remove or correct any violation of the Declaration, By-Laws or Regulations, including but not limited to, the maintenance of Lots, Areas of Extended Lot Owner Responsibility, or any Structure.
- 4. If the violation is not cleared within 30 days, a second violation will be sent via mail and/or email, if applicable, to the Owner giving them a timeframe to resolve the violation, and a fine will be levied against the Owner.
- 5. If the violation is not resolved by the deadline given in the second violation, a third

violation will be sent via mail and/or email, if applicable, to the Owner informing them that an additional fine has been levied.

6. For each continual occurrence of the violation after, a violation notice will be sent via mail and/or email, if applicable, to the Owner informing them that an additional fine has been levied.
7. If the fine is not paid or violation resolved within the timeframe provided, violations will continue to accrue on the account and legal action may be taken by the Association. The Owner will be responsible for any and all legal fees incurred by the Association during the Association's efforts to enforce compliance. Remedies for violating covenants and policies can be found in Article X, Section 3 and 4 of the Declaration.
8. If an Owner repeats a violation within 6 months, the process will resume from the last documented violation occurrence.

Extension Process:

1. Any Owner receiving a Grace Period Violation issued by the Association has 20 days to request an extension to correct the violation. No extension request will be granted after the 20 day period has expired.
2. All extension requests must be by email to the Association Management Company. The request must be made by the Owner that received the violation notice. The request must include the violation, address, extension time requested and reason for extension. Most extension requests will not be granted in excess of a 90 day period.
3. All extension requests will be approved upon a per request basis. Not all requests will be granted.
4. Unless agreed otherwise in writing, after the 30 day violation correction grace period has expired, a \$100.00 fine will be assessed to the Owner's account per each 30 day period until the violation has been reported as corrected by the Owner and verified by the Association Management Company. It is the Owner's responsibility to report to the Association Management Company that the violation has been corrected.

Appeal Process:

1. Any Owner receiving a written violation notice who believes no violation occurred, may submit a written explanation to the Board of Directors via the Association Management Company within 20 days of initial notice. The written explanation must include the words "I appeal". The delivery of notice of appeal shall not halt the accrual of any ongoing fine imposed for the violation, which is the subject of the appeal. However, the Board may waive or rescind all or part of such fine for good cause at the time of hearing such appeal.
2. Any Owner may also request an appeal by phone to the Association Management Company. Refer to the Management Company's information for their appropriate mail address, email address, or phone number.
3. The request must be by the Owner that received the fine notice. If requested by phone, the Owner must email their statement and documents supporting that they wish to have an appeal considered by the Association via the Management Company.
4. Time for Hearing Appeal: All appeals shall be heard at a meeting of the Board within 90 days after the notice of appeal has been delivered to the Association Management Company.
5. Procedure: A statement of facts upon which the fine or penalty was based shall be emailed or mailed to the appellant at least 10 days before the meeting. At the meeting,

the appellant and/or witnesses on their behalf may present their defense and supporting evidence, if any. The Board may ask other persons to attend and present testimony and the Board may consider all relevant testimony, evidence, and information related to the violation.

6. Disposition of Appeal: The Board shall vote, in Executive Session, as to whether the fine and/or the amount thereof, and/or penalty, will be affirmed. If less than a majority of the Directors participating in the meeting vote in the affirmative, the fine shall be rescinded. If a majority of the Directors participating in the meeting shall vote to uphold the fine or any portion thereof, that sum shall be remitted by the Owner in full, within 20 days of the date that the Owner is delivered or mailed written notice of the Board's decision upon the appeal. If a majority of the Directors participating in the meeting shall vote to uphold the penalty, the penalty shall continue in force.

Fine Schedule:

1. All No Grace Period Violations will be subject to at least a \$100.00 fine upon reported infraction, or as defined in policy.
2. Failure to submit ARC requests for items requiring them will result in a \$100 + \$50/day fine.
3. Failure to comply with Architectural Guidelines and CC&Rs will result in a \$100 + \$50/day (or occurrence, whichever is applicable).
4. Pursuant to the Declaration, Article X, Section 4, Part e, the Association, has the right to arrange for the removal, at Owner's expense, of any vehicle that is parked in violation of the Declaration or the Regulations after notice to the Owner. No notice of non-compliance needs to be given to any Owner where the parking of a vehicle(s) is determined by the Board of Directors to create an emergency. The parking of a vehicle which impedes the passage of any emergency vehicle or school bus, shall immediately constitute an emergency and no requirement for notice needed.

Eagles Rest Homeowners' Association Rules and Regulations

Effective April 22, 2024

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1. Introduction

1.1 Applicability

This guide to Rules and Regulations ("Guide") is adopted pursuant to the *Articles of Incorporation*, and the *Declaration of Covenants, Conditions, and Restrictions* ("Declaration"). Under Article VII, Section 1a of the By-Laws, the Board of Directors are given the power to adopt, amend, and publish the Architectural Guidelines for the Community and Regulations of the Association and the personal conduct of the Members and their guests, and to establish assessment for the infraction thereof. These documents provide for the establishment of reasonable rules and regulations concerning the use of individual lots and common areas. The Architectural Review Committee ("ARC"), also referred to as the Architectural Control Authority(ies) or ACA in the Declaration, serves as representatives of the Board of Directors ("Board") while enforcing the Guide. Compliance with this Guide is required, but is not the sole basis for review or approval, nor does it guarantee approval of any application. In reviewing each application, the ARC may consider any factors it deems relevant. Decisions may be based purely on aesthetic considerations. Each Owner acknowledges that determinations as to such matters are purely subjective in nature and that opinions may vary as to the desirability and attractiveness of a proposed addition or modification.

1.2 Purpose

This document is not intended to replace the Declaration, but to clarify rules and regulations that protect the property values within the community and to clarify the process by which Owners may customize and modify the exterior presentation of their homes and/or lots. The intent is to provide consistent guidance to Owners regarding requirements for additions and modifications to property in the community, and matters of particular concern to the ARC when considering applications for approval of such conditions and modifications. Additionally, the Guide sets forth various restrictions on other matters relating to community standards and the overall appearance of property in the community. Refer to the Declarations for additional rules and regulations.

1.3 Application and Review Process

Owner's *MUST* submit an Architectural Change Request ("Request") with all required plans and specifications before *ANY* exterior modifications or additions to any portion of the exterior can be made. Under Article II, Section 2 of the Declarations: **NO STRUCTURE SHALL BE CONSTRUCTED, ERECTED, MAINTAINED, STORED, PLACED, REPLACED, CHANGED, MODIFIED, ALTERED OR IMPROVED ON ANY LOT OR AREA OF EXTENDED LOT OWNER RESPONSIBILITY UNLESS APPROVED BY THE BOARD, OR ARC. USE OF APPROVED STRUCTURES SHALL COMPLY WITH THE REGULATIONS ISSUED BY THE DEVELOPER, THE BOARD, OR ARC. NO CONSTRUCTION, RECONSTRUCTION, ERECTION, REPAIR, CHANGE, MODIFICATION SHALL VARY FROM THE APPROVED PLANS.** Requests will *NOT* be accepted by Renters or others not on the Deed to the property. Requests will *NOT* be permitted that require access to Association common spaces or easements. If damage is done to these areas, they *MUST* be fixed at Owner's expense to a standard deemed appropriate by the Board. No construction vehicles or equipment are permitted to damage roadways or sidewalks. If damaged, they *MUST* be fixed at Owner's expense to a standard deemed appropriate by the Board and the appropriate County representative. Construction vehicles or equipment must follow the policy for parking and are not permitted to be kept at the dwelling when not in use. An Owner may repair any portion of the exterior only, unless stated otherwise

in the Guide or Declarations, if the materials being replaced are of like kind from an approved Request. If full replacement or repair is needed, including but not limited to fences, a Request *MUST* be submitted.

Unless otherwise specifically exempted by the Declaration or this Guide, each and every proposed exterior modification/addition to residential units or lots require *PRIOR* approval of the ARC. Submit the Request form with required documents to the Association Management Company. Each Request must include a copy of the recorded property survey (plat) showing the size and detailed measurements of the location of the proposed modification/addition as well as a list and description of the materials to be used. Plats may be procured through the County's Register of Deeds if not included in closing documents or lost. If there is not a lot plat on file with the County, the Owner may be required to hire a surveyor and have one done and filed with the County. If painting or staining is involved, color samples (paint, stain, etc) need to be included in the Request. For roof/shingle replacement, a picture of the current shingles as well as a picture of the planned new shingles must be included in the Request. The ARC may require submission of such additional information as may be reasonably necessary to consider any application. This may include County approved permits. Requests need to be for all items involved in the proposed exterior modification/addition that may be required of County permits. This may include but are not limited to fences for pool construction. Requests without these may be denied. Consult the Request form for additional details. Requests will be denied if additional information is needed. Owners will be asked to resubmit the Request with the additional information for review.

Review of the application and notification to the applicants shall be conducted as described in the Declaration and/or amended by the Board. If submission of additional information is required, the time of the review process will be extended. Where specifically permitted to proceed without prior approval, such permission shall only be effective so long as the Owner complies with every requirement of the Declaration and this Guide. The ARC is *NOT* responsible for ensuring structural integrity or compliance with state and local building codes. Owners must obtain all necessary building permits and other government approval that may be required for the proposed modification or addition.

Replacement of structures *MUST* comply with the current policies within this Guide. Augmentation of a structure that is not a repair *MUST* also comply with the current policies within this Guide.

The Board and/or the ARC shall have complete discretion to approve or disapprove any Structure. The Board and/or the ARC shall have the complete discretion to withhold review of any and all Requests submitted to it from an Owner who is not in good standing as a Member of the Association, including without limitation Members who owe past due Assessments on any Lot in the Community. *ANY* exterior modifications or additions to any portion of the exterior made without ARC approval are subject to violations, fines, and remedies as fined in the Declaration and Rule Enforcement Policy. These Rules may be amended by the Board at a duly called meeting, as provided in the Bylaws, and shall become effective when notice thereof is delivered to the Owners.

1.4 Liability

Pursuant to the Declaration:

NEITHER THE DIRECTORS, OFFICERS, ITS AGENTS NOR ANY OTHER MEMBER OF AN ARC, SHALL BE RESPONSIBLE OR LIABLE IN ANY WAY FOR THE DEFECTS, STRUCTURAL OR OTHERWISE, IN ANY PLANS OR SPECIFICATIONS APPROVED BY THE ARC NOR FOR ANY DEFECTS IN ANY WORK DONE ACCORDING TO THE PLANS AND SPECIFICATIONS APPROVED BY THE BOARD OF DIRECTORS OR ARC. FURTHER, NEITHER THE ASSOCIATION, ARC, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, OR ATTORNEYS SHALL BE LIABLE TO ANYONE BY REASON OF MISTAKE IN JUDGMENT, NEGLIGENCE, MISFEASANCE, MALFEASANCE OR NONFEASANCE ARISING OUT OF OR IN CONNECTION WITH THE APPROVAL OR DISAPPROVAL OR FAILURE TO APPROVE OR DISAPPROVE ANY SUCH PLANS OR SPECIFICATIONS OR THE EXERCISE OF ANY OTHER POWER OR RIGHT OF THE ARC PROVIDED FOR IN THIS DECLARATION. EVERY PERSON WHO SUBMITS PLANS AND SPECIFICATIONS TO THE ARC FOR APPROVAL AGREES, BY SUBMISSION OF SUCH PLAN AND SPECIFICATIONS, AND EVERY OWNER OF ANY LOT AGREES, THAT HE WILL NOT BRING ANY ACTION OR SUIT AGAINST THE ASSOCIATION, THE MEMBERS OF ITS BOARD OF DIRECTORS OR THEIR AGENTS, EMPLOYEES AND, OR ANY MEMBER OR AGENTS OF THE ARC TO RECOVER ANY DAMAGES ARISING OUT OF SUCH APPROVAL OR DISAPPROVAL, AND EACH OWNER BY ACCEPTANCE OF THE DEED TO THE LOT, RELEASES, REMISES, QUIT CLAIMS, AND COVENANTS NOT TO SUE FOR, ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION ARISING OUT OF OR IN CONNECTION WITH SUCH APPROVAL OR DISAPPROVAL, NOTWITHSTANDING, ANY LAW WHICH PROVIDES THAT A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS, DEMANDS AND CAUSES OF ACTION NOT KNOWN AT THE TIME THE RELEASE IS GIVEN.

1.5 Fee and Deposit for Review of Request

Pursuant to the Declaration:

The ARC may charge a reasonable review fee for its initial review, the amount of which shall be established by the Board or the ARC in the Architectural Guidelines, from time to time. The Board or the ARC may at its option, employ outside professional services for initial review and may pay them accordingly for this service. The charging of fees and the hiring of professionals for this purpose by the ARC must be approved by the Board. Subsequent reviews may require additional fees.

The ARC may, at its option, require the Owner to make a deposit to insure compliance with the approval or the Regulations in an amount and upon conditions to be determined by the ARC. The setting of an amount as a compliance deposit or of conditions for compliance for any one Lot, shall not in any way act to set a precedent or effect in any way the setting of an amount or conditions of compliance for any other Lot or for any other set of Plans which are to be or have been approved within the ARC. The terms for waiver of any deposit and for the determination of the deposit amount, conditions of payment and the release to an Owner of any remaining portion of said compliance deposit, shall be defined in the Architectural Guidelines and Regulations. Nothing herein shall be deemed to waive or limit in any way any other remedies, including those to insure compliance with the Architectural Guidelines and Regulations, or any Owner under this Declaration or at law.

1.6 Granting Variances

Pursuant to the Declaration:

APPROVAL BY THE BOARD OR THE ARC OF ANY PLANS AND SPECIFICATIONS OR THE GRANTING OF A VARIANCE WITH RESPECT TO ANY OF THE ARCHITECTURAL GUIDELINES AND REGULATIONS SHALL NOT IN ANY WAY BE CONSTRUED TO SET A PRECEDENT FOR APPROVAL, ALTER IN ANY WAY THE PUBLISHED ARCHITECTURAL GUIDELINES, OR BE DEEMED A WAIVER OF THE ARC'S RIGHT IN ITS DISCRETION, TO DISAPPROVE SIMILAR PLANS AND SPECIFICATIONS, USE OF ANY STRUCTURE OR ANY OF THE FEATURES OR ELEMENTS WHICH ARE SUBSEQUENTLY SUBMITTED FOR USE IN CONNECTION WITH ANY OTHER LOT. Except for the right of the Board to approve or disapprove the Plans on appeal, approval of the Plans relating to any Lot or Area of Extended Lot Owner Responsibility shall be final as to that Lot or Area of Extended Lot Owner Responsibility and such approval may not be reviewed or rescinded thereafter by the ARC, provided that there has been adherence to, and compliance with the Plans as approved in writing, and any conditions attached to any such approval and the Regulations.

1.7 Residential Use of Property

Pursuant to the Declaration:

Unless otherwise designated in the Declaration all Lots shall be used for single-family residential purposes only, and no commercial, business or business activity shall be carried on or upon any Lot at any time, except with the written approval of the Board. Provided, however, that nothing herein shall prevent the Board and Association from using any Lot owned by the Association for the purpose of carrying on business related to the Community or related to the improvement of Lots or Dwellings in the Community, and provided, further that, to the extent allowed by applicable zoning laws, "home occupation", as defined in the Architectural Guidelines or in the zoning ordinances of the governmental authority having jurisdiction over the Lot, may be maintained in a Dwelling located on any of the Lots as approved in writing by the Board or the ARC, and the governmental authority having jurisdiction over the Lot, so long as the "home occupation" complies with any and all conditions of such approvals.

1.8 Expiration of Request

Unless otherwise approved by the ARC, items in the Request must be finished within 30 days from the time of the approved Request. If completion or start of work will take longer than 30 days, the Owner *must* reapply and receive an approved Request for work to be done. Work not finished in the approved time frame is subject to violations, fines, and remedies.

2. Use of Property

2.1 Livestock

No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot or Area of Extended Lot Owner Responsibility, except that dogs, cats or other small household pets may be kept subject to applicable leash laws, provided that they are NOT kept, bred or maintained for any commercial purpose.

2.2 Pets

Pets are defined as dogs, cats, or rabbits.

1. Only four (4) pets are allowed per Lot.
2. No pets of any kind shall be bred on any Lot or Area of Extended Lot Owner Responsibility, except that dogs, cats or other small household pets, provided that they are not kept, bred or maintained for any commercial purpose.
3. Pets must reside inside Owner's dwelling.
4. Household pets must not constitute a nuisance as determined by the Board in its sole discretion within the Community or cause unsanitary conditions within the Community, and no animal kept outside the Dwelling shall be kept in a manner which disturbs the quiet enjoyment of the Community or any other Owner.
 - a. Any dog barking or cat meowing for 5 minutes continuously or intermittently shall constitute a pet nuisance violation. Any dog barking or cat meowing after quiet hours (9PM) will be considered a standard noise nuisance. No grace minutes will be given.
 - b. 1st violation shall be a warning violation with a 14-day correction period.
 - c. Upon a 2nd violation or any additional violations, the Board may impose a \$100.00 fine per violation for each 14 days.
 - d. Upon a 3rd violation, the Board may require the pet owner to remove the pet from the Community or mandate pet owner to relocate the pet as an indoor pet only. Indoor pet means, "a pet can only be in the backyard while accompanied by the pet owner. Pet must reside within the home".
 - e. An Owner or Occupant must be violation free for 90 days from the first violation date to reset the pet removal process.
5. While not in a fully confined area, all pets shall be restrained by leashes and no pet shall enter upon any Lot or Area of Extended Lot Owner Responsibility without the express permission of that Owner or on the Common Area without express permission of the Association.
6. The pet owner will be responsible for clean up and removal of fecal matter deposited by such a pet and shall be liable for, indemnify and hold harmless any other Owner and the Association from any loss, cost, damage or expense incurred by such Owner and the Association as a result of any violation of this provision.
7. Stray Pets and Feral Cats
 - a. Stray pets and feral cats are not allowed in the Association. The Association authorizes and directs the Association Management Company and Association Manager to capture and remove, when possible, all stray pets or feral cats from the Association and deliver them to the appropriate agency.
 - b. Feeding of said animal(s) is not allowed except after capture while waiting for transport to an appropriate agency.

2.3 Dog Pens, Runs, Dog Houses

Dog pens, houses, and runs are not permitted anywhere within the Association. Pets must be on a leash and restrained at all times while outside of their fenced area. Any violation of “loose” pets should be referred to the local Animal Control Authority and are considered a County ordinance violation.

2.4 Offensive Activities

No noxious, offensive, or illegal activities as determined by the Board shall be carried on upon any Lot, Area of Extended Lot Owner Responsibility, Common Area, or street and road right-of-way, nor shall anything be done thereon which is or may become an annoyance or nuisance to any Owner in the Community, including without limitation nuisances of a permanent or temporary nature, occurring on an intermittent or continual basis, and those that are a nuisance to one or more Owners in the Community.

Parties are No Grace Period Violations. Quiet hours start at 10PM on weekdays and 12 Midnight on Fridays and Saturdays, and last until 7AM. Construction, lawn mowers and yard equipment, power tools, music, and others as defined by Richland County Noise Ordinances shall follow quiet hours. Firing of guns is not permitted within the Association. Discharge of firearms is permitted by licensed officials, including DNR and Sheriff’s Department for the purposes of laying down injured wildlife. It is unlawful for a person to use, discharge, shoot or ignite fireworks or similar explosives within unincorporated Richland County between the hours of 10PM and 7AM. Except, fireworks may be used until 1AM on July 5 and January 1. Fireworks debris must be cleaned up by Noon the morning after fireworks are shot off. Fireworks, alcohol, and fires (including firepits) are not permitted in the pool facility parking lot or in the surrounding area like the playground. Our insurance does not cover damages due to these.

Per Richland County Fireworks Ordinance, persons may not:

1. Negligently, recklessly, or intentionally direct the discharge of fireworks toward a structure, animal or person;
2. Intentionally detonate fireworks upon the land of another without express prior consent;
3. Intentionally dump, throw, drop, deposit, discard or otherwise fire onto another’s property without express prior consent;
4. Ignite or detonate fireworks within 600 feet of a church, hospital or public school unless authorized by the proper officials or managers of the property during the times allowable;
5. Ignite or detonate fireworks within or discharge from a motor vehicle; and
6. Place or throw an ignited firework into a motor vehicle

2.5 Trailers, Trucks, Buses, Boats, Parking, etc.

No passenger vehicles, buses, trailers or mobile homes, motorcycles, boats, boat trailers, all terrain vehicles, go-karts, campers, vehicles on blocks, unlicensed vehicles, or like vehicles shall be kept, stored, used, or parked overnight either on any street within the Community, in the Common Area, or on any Lot or Area of Extended Lot Owner Responsibility, without the approval of the Association; provided, however, that passenger vehicles may be parked in approved areas on a Lot, to include garages, paved driveways, and any other area approved by the Board, or as specified in the Regulations. No unsafe parking shall be allowed on any streets in the Community. The Association may in its sole discretion determine what is unsafe and issue regulations to control on and off street parking. Vehicles found in violation may be

towed at the Owner's expense.

1. Parking is prohibited in the following specified places. No signs are required. No person shall park a vehicle in any of the following places:
 - a. On any sidewalk, other than the Owner's own driveway. If the sidewalk is a part of the driveway then the driveway apron can not be blocked. A 3 ft path must be left to allow passage without having to enter the road.
 - b. In front of a public driveway or within four feet of either side of a public driveway.
 - c. Within an intersection, along the edges or curbsides around corners and in channelized areas of any two intersecting streets.
 - d. On the roadway side of any vehicle stopped or parked at the edge or curb of a roadway (double parking).
 - e. On any grass area.
 - f. In cul-de-sacs.
 - g. In the pool facility parking lot after dark, unless written approval is given by the Board, Association Management Company, or Association Manager in advance.
2. Parking is not to obstruct traffic
 - a. No person shall park any vehicle upon a street in such a manner or under such conditions as to leave available less than 10 feet of the width of the street for the free movement of traffic.
3. Abandoned and non-operational vehicle
 - a. No person shall abandon any vehicle on any roadway or pool facility parking lot. Leaving a vehicle unattended on a roadway shall constitute abandonment. Abandoned vehicles shall be subject to tow at the Owner's expense.
 - b. Any vehicle that has an expired registration tag or is non-operational cannot be parked on the roadway, in a front yard driveway, or pool facility parking lot. Any vehicle in this condition will also be subject to tow at the Owner's expense.
4. Parking on lawns or any grassed area
 - a. No Vehicle, Trailer or Boat can be parked on a front lawn area, within a backyard or on any other grassed area.
5. Boats, Trailers, Recreational Vehicles, Others
 - a. No vehicle, including recreational, camper, boat, trailer, car or truck, bus, or food truck will be parked on the grass or sidewalk of any lot. Recreational vehicles, campers, and trailers must be kept in the garage except temporarily in preparation for use or repair, if such period does not exceed 48 hours.
 - b. Boats can be parked in an Owner's driveway from Friday evenings after 4pm and must be removed by Monday no later than 10am. (Tuesday, if Monday is a National Holiday). Any Owner needing to park their boat in their driveway other than the aforementioned times MUST get prior approval from the Association.
6. Commercial Vehicles
 - a. No Commercial Vehicles are allowed to be parked on roadways within the Association. Only between the hours of 8AM and 5PM can repair vehicles, in the performance of the home repair, be parked on roadways, if necessary to perform the Owner's repair.
 - b. Vehicles with logos are not considered a commercial vehicle within the Association. A commercial vehicle is defined as any truck, box truck, cube van, semi-truck, flatbed truck, and/or construction equipment that has over a 1-ton hauling capacity and/or able to carry 16 or more passengers.

7. Resident parking on driveways
 - a. No Owner, Occupant or Guest may park in another driveway without written permission from the Owner, which permission must be on file with the Association Management Company.
 - b. Any vehicle parked in another driveway without written permission on file may be towed at the vehicle owner's expense.
8. Parking at Pool Facility
 - a. Parking at the pool facility is only allowed during operating hours, during events at the pool and playground area, and when using the playground.
 - b. Vehicles, trailers, or other items parked at the pool facility outside of these times will be subject to towing at Owner's expense, unless written approval is given by the Board, Association Management Company, or Association Manager in advance.
 - c. The pool facility parking lot is NOT intended for park and ride situations. Vehicles found doing such may be towed at Owner's expense.
 - d. Abandoned or non-operational vehicles, trailers, or other items at the pool facility will be towed at the Owner's expense.
 - e. Owners may request to temporarily park at the pool parking lot outside of normal parking hours for up to 2 consecutive days. A provided written parking pass must be displayed on the driver's side dashboard area. Any vehicle not displaying a parking pass will be towed at the Owner's expense. The Owner must contact the Association 24 hours in advance for parking pass and approval.
9. Oil leaks
 - a. No vehicle may leak oil onto the Community roadways or any driveway. The Owner responsible for any vehicle found leaking oil will be responsible for removing oil from the affected area at Owner's expense and/or repairing any damage resulting from the oil leakage.
 - b. Any vehicle leaking oil is not permitted to park on the Community roadways until such vehicle oil leak has been repaired.
10. Vehicle noise
 - a. No music shall be audible from the outside of any vehicle while traveling through, parked, or standing in the Association.
 - b. There shall be no excess acceleration of any vehicle. Posted County Speed Limits must be followed.
 - c. There shall be no excess noise from any modified exhaust system.
11. Golf Carts
 - a. State law requires golf carts to be registered with the state and a sticker displayed on the vehicle.
 - b. Drivers must be at least 16 years old with a driver's license.
 - c. Golf carts must be insured and permitted through SCDMV.
12. Motorcycles, All terrain vehicles, Go-karts
 - a. No motorcycle, all terrain vehicle, or go-kart are permitted to be driven in or on common spaces.
 - b. All terrain vehicles and go-karts are not permitted to be driven within the Association.
13. Construction Vehicles and Equipment
 - a. Construction vehicles and equipment, including but not limited to diggers, backhoes, excavators, bulldozers, trenchers, graders, dumpsters, are not

permitted to be stored on Lots when not in use, to include overnight or for extended periods of time.

- b. Construction vehicles and equipment is not permitted on Association common spaces or easements. Any damage to Association property, sidewalks, and/or roads is the Owner's responsibility and **MUST** be fixed at Owner's expense to a standard deemed appropriate by the Board and the appropriate County representative immediately.
- c. Construction vehicles and equipment must follow all policies for parking, including but not limited to where that are or are not allowed to be parked.
- d. Approval from the Board is needed for dumpsters or the like to be placed at dwellings. Dumpsters or the like are not permitted to be placed on the roads or over blocking sidewalks.

14. Pods or Temporary Storage Units

- a. Board approval is needed prior to Pods or similar temporary storage units being placed at dwelling.
- b. Pods or similar temporary storage units are not permitted to be placed on the roads or over blocking sidewalks.
- c. Pods or similar temporary storage units may be Board approved in driveways given that it doesn't require vehicle parking in unpermitted areas.

All Parking rules adopted past and present are subject to fines of \$100 and/or towing per reported infraction. The towing policy is separate from the fining policy in force. Any vehicle towed is at the Owner's expense. No notice of non-compliance needs to be given to any Owner where the parking of a vehicle(s) is determined by the Board of Directors to create an emergency. The parking of a vehicle which impedes the passage of any emergency vehicle or school bus, shall immediately constitute an emergency and no requirement for notice needed.

2.6 Use of Garages

Garages are to be used for parking vehicles and storage of personal property. Unless the Association gives written authorization to the contrary, no Owner shall:

- 1. Use their garage in a manner that would prevent the immediate conversion of the garage space to accommodate parking or storage as determined by the Association.
- 2. Use their garage in such a way that creates a nuisance as determined by the Association, or
- 3. Use their garage for any other purpose that would permanently prevent parking or storage in the garage as determined by the Association.

2.7 Yard and Landscaping Maintenance

Owners who wish to alter the landscape of their property *must* obtain written approval for the changes *prior* to making them, with an ARC Request.

In the event that the Owner fails to maintain their yard and overall landscaping of their Lot or Area of Extended Lot Owner Responsibility in a manner in keeping with the Declaration, as determined by the Board or the ARC, the Board may issue a 2 week notice of compliance demand requiring the Owner to bring the Lot or Area of Extended Lot Owner Responsibility into keeping with the Declaration. If the Owner fails to comply within the 2 weeks (14 days) required by the notice, the Association may enter upon the Lot or Area of Extended Lot Owner

Responsibility, bring the Lot or Area of Extended Lot Owner Responsibility into keeping with the Community, and levy against the Owner of the Lot an Assessment for Non-Compliance and such Assessment shall be a lien upon the Lot.

The Area of Extended Lot Owner Responsibility as defined in the Declarations, Article I, Section 1, Part E shall mean and refer to that portion of the road right-of-way extending from the end of the road's curbing (or the end of the pavement itself, if no curbing exists) to any property line of a Lot that is contiguous to the road. Each Owner shall be responsible for the maintenance and proper use of their corresponding Area of Extended Lot Owner Responsibility pursuant to the provisions of the Declaration, including without limitation obtaining appropriate ARC approvals, in addition to any other applicable governmental approvals, that may be required for any and all Structures and landscaping built upon or located in the Area of Extended Lot Owner Responsibility. All remedies available to the Association for the failure of an Owner to properly maintain, use, or construct or locate Structures upon the Area of Extended Lot Owner Responsibility, as provided for in the Declaration. Said authority of the Association to control the Areas of Extended Lot Owner Responsibility is subordinate to the authority and approval of any property owner or applicable governmental entity possessing rights over or ownership of the Areas of Extended Lot Owner Responsibility.

The responsibility of an Owner to properly maintain their yard and overall landscaping of their Lot and Area of Extended Lot Owner Responsibility includes, but is not limited to, the following:

1. Prevent any underbrush, weeds, or other unsightly plants to grow upon the Lot and Area of Extended Lot Owner Responsibility;
2. Provide permanent vegetation, including but not limited to grass, fully and uniformly distributed over the Lot and Area of Extended Lot Owner Responsibility. Artificial Grass is not permitted within the Association and not considered permanent vegetation;
3. Unless approved otherwise by the Board or the ARC maintain and (if they are determined to be unhealthy by the Board or the ARC) replace, any tree(s) or portions thereof and/or other vegetation upon the Lot or Area of Extended Lot Owner Responsibility or located within the road right-of-way, that:
 - a. Are specifically required to be removed or replaced by the Board or the ARC;
 - b. Were required to have been protected during construction, or
 - c. Were placed in this area in accordance with an approved landscape plan
4. Provide proper grading and drainage on the Lot and Area of Extended Lot Owner Responsibility, in accordance with Article IX of the Declaration;
5. Prevent and repair any erosion on the Owner's Lot, Area of Extended Lot Owner Responsibility, any other Lot, or any street in the Community caused by surface run-off from the Owner's Lot, in accordance with Article IX of the Declaration; and
6. Providing at their own expense general maintenance, including but not limited to proper watering, insect and weed control, fertilization, pruning, edging to include along sidewalks and roads, regular replacement of straws and mulch, proper drainage control, etc. and other types of normal maintenance not provided by the Association, of the overall landscaping and grass for their Lot and Area of Extended Lot Owner Responsibility in compliance with the Regulations and Architectural Guidelines established by the Board or the ARC.

Any entry by the Association or Association Manager or their agents, employees, officers or contractors shall not be deemed a trespass, and an easement in gross of a commercial nature is reserved to the Association for the purpose of entry onto any residential Lot or Area of Extended Lot Owner Responsibility for the purpose of enforcement. This provision shall not be construed as an obligation on the part of the Association to provide garbage or trash removal services. The Owner shall hold harmless the Board or the ARC from any liability incurred arising out of correcting the Owner's breach of this Section.

2.8 Hazardous Trees

Pursuant to the Declarations:

A "hazardous tree" is any tree designated as such by the Board, which presents a hazard to person or property due to conditions, including but not limited to, deterioration, death, or physical damage to the root system, trunk, stem or limbs, and the direction and lean of the tree(s). Unless the responsibility for cutting and removal of a hazardous tree is specifically determined is voluntarily assumed by the Board to be the responsibility of the Association, an Owner of a Lot adjoining a Common Area shall be responsible for cutting and removing hazardous trees within the Common Area which may cause injury to person or property, if such hazardous tree were to fall upon the Owner's Lot. The determination of whether any tree may be cut, whether the tree or any portion of the tree must be removed from the site after cutting, and the location which any debris related to the cutting of the tree may be left or placed within the Common Area shall at all times be that of the Association. Notwithstanding the foregoing, prior to taking any steps to cut or remove a tree, an Owner must obtain the written approval of the Association. Unless some portion of the cost of the cutting or removal of a tree is assumed by the Association, the affected Lot Owner shall bear all costs associated with the cutting and removal of hazard trees, and such cutting and removal shall at all times be subject to the Regulations of the Association, or Architectural Guidelines.

2.9 Grading, Drainage, Erosion Control, and Minor Drainage

Drainage systems, to include but not limited to french drains, are not to washout onto sidewalks and must comply with County regulations and restrictions.

As set out in the Declaration:

The responsibilities of an Owner of a lot, including the corresponding area of extended lot owner responsibility, in addition to the lot itself. The total responsibility for and cost of compliance with the Declaration shall be that of the Owner of the lot, any or all of the responsibility of the Developer as a lot owner for drainage and erosion control on or from a lot and for the cost thereof may, if so stated in that agreement, be transferred through the execution of a written agreement between the Developer and an individual or entity purchasing that lot. The Association shall have as remedies for non-compliance, the levying of assessments for non-compliance against that lot, the authority to enter the lot and take appropriate action to remedy the violation or the authority to bring legal action to force the Owner of the lot to comply with the terms set out. In the event that the Association takes such action to assure compliance, as with other violations of the Declaration, all costs incurred by the Association related to bringing the lot or area of extended lot owner responsibility into compliance shall be that of the lot owner and collectable by the Association, shall be made a part of the Association's continuing lien on the lot.

All grading after construction shall at all time be performed in accordance with:

1. Any applicable portions of the Stormwater Management Plan, or any Sediment and Erosion Control Plan, Grading and Drainage Plan, Pollution Prevention Plan, or any other applicable plan which may be on file with the Association or filed with any applicable government agency or authority which conforms to regulations promulgated by the South Carolina Department of Health and Environmental Control (SCDHEC) and/or
2. Any other applicable legislation, law, statute, or ordinance governing the control of drainage. It shall at all times be the responsibility of the Owner or Co-owner of the lot or in the case of the contractual transfer of the responsibility for compliance directly from the Developer to an individual or entity that individual or entity to request and review all such applicable plans, unless such a request is made by said lot owner, co-owner, individual or entity, failure on the part of the Developer or Association to supply that lot owner, co-owner, individual or entity with copies of the applicable plans shall not be a defense for non-compliance or release of responsibility on the part of that lot owner, co-owner, builder, individual or entity. Any lot owner, co-owner, including builders, or builder, by acceptance of the Deed to a lot, and at all times thereafter, shall have been deemed to have agreed to and accepted the responsibility established by a co-permittee agreement and to have assumed the responsibilities of the co-permittee and be bound to the above mentioned plans and indemnify and hold the Developer, the Association, and the ARC harmless from any and all deviations by the lot owner, co-owner, or their builder from that plan or from Owner's, Co-owner's or builder's failure to comply with the Declaration or any applicable legislation, laws, statutes, or ordinances, whether such language is included in that Deed, Contract, or acceptance or assignment document or whether they have executed a "co-permittee agreement" or not.

All temporary and permanent grading shall be performed in a manner to allow for proper drainage, to properly manage the flow of Stormwater run-off and to control erosion. During and after construction, Owner shall be responsible for maintaining all grading and drainage to prevent the damming of water, increased runoff, or erosion that results in sediment loss. In no case shall sediment be allowed to wash onto or accumulate on adjacent lots, adjacent properties, into bodies of water, onto the streets of the community or into the storm drainage system, or to adversely affect any of these areas or structures. Lot owner and lot owner's building contractor shall provide rip-rap, gravel exits, water bars, berms, sediment fences, hydroseeding, sod, or other forms of erosion control as may be required by the Association, the ARC, or any governmental agency.

Owner (and Owner's building contractor upon completion of construction) shall insure that the grade of the lot and area of extended lot owner responsibility, and any adjustment to that grade thereafter, does not cause the depth of any utilities installed upon the lot or area of extended lot owner responsibility to be reduced to less than the standard set forth by the utility provider or any applicable code, statute or law, whichever may be deeper.

2.10 Restricted Wetlands Areas

Pursuant to the Declarations:

In addition to any restrictions placed on areas delineated as wetlands by the Army Corps of Engineers, or any other applicable governmental authority, the Owners of Lots shown on a plat of the Community upon which wetlands have been delineated shall be prohibited from the

following: filling, draining, flooding, dredging, impounding, clearing, burning, cutting or destroying vegetation, cultivating, excavating, erecting, constructing, releasing wastes, or otherwise doing any work in areas shown as wetlands on a plat of the Community; introducing exotic species into the wetlands area; and from changing the grade of elevation, impairing the flow or circulation of waters, reducing the reach of waters, and any other discharge or activity requiring a permit under clean water or water pollution control laws and regulations as may be amended from time to time. A Lot Owner may, at its sole cost and expense, with the express prior written approval of the Association remove or trim vegetation which the Association deems hazardous to person or property. Upon receipt of written approval to remove or trim any vegetation in a wetlands area on a Lot or Common Area from the Association prior to taking any such action, the Lot Owner must then obtain any necessary approvals from the applicable governmental authority having jurisdiction over such matters.

2.11 Additional Landscaping

Additional landscaping *must* be approved using the Request form *prior* to the change unless it is within a three (3) foot radius of the dwelling. This includes, but is not limited to trees and other vegetation, and retaining walls. Retaining walls must allow for proper flow of stormwater run-off and to control erosion. The Owner is responsible for maintaining all grading and drainage to prevent the damming of water, increased runoff, or erosion that results in sediment loss. In no case shall sediment be allowed to wash onto or accumulate on adjacent lots, adjacent properties, into bodies of water, onto the streets of the community or into the storm drainage system; or to adversely affect any of these areas or structures. Retaining walls must additionally comply with the Grading, Drainage, Erosion Control, and Minor Drainage policy.

2.12 Exterior Lighting, Seasonal Decorations

Any exterior lighting or ground landscaping lights must be approved prior to being installed, with exception to holiday decorative lighting. Ground landscaping lights are pre-approved if within a three (3) foot radius of the dwelling. Holiday lights are pre-approved from Halloween through 15th of January. Seasonal decorations are approved a month prior until two weeks after the event. Lighting and decorations must follow the Offensive Activities policy of the Guide. American flags are approved year around when not tattered or torn. Flag poles may only be affixed to the dwelling.

2.13 Antennas, Satellite Dishes (DBS, MDS, DSS)

Owners who wish to place a satellite dish, ham radio antenna or the like, on the exterior of the residence must submit a Request to the ARC. If installation is required in any location other than the following approved locations, the application must include a statement from the installer with the ARC application. Standard, approved placement of a satellite dish is:

1. Attached to or mounted on a pole in the rear of the residence.
2. Attached to or mounted on the rear wall or rear roof of the residence so as to extend no higher than the ridge line of the residence at a point directly above the position where attached or mounted to the wall.

Antennas are not permitted to be taller than the apex of the house or detached from the dwelling. Pursuant to FCC Section 207 of the Telecommunications Act of 1996, the Association will not require prior approval for antennas/dishes in the attic, crawl space, garage, or other interior space of the dwelling, or another approved structure so as not to be visible from the

exterior of the residence.

2.14 Roof Accessories

Replacement and modification to a rooftop requires an approved Request prior to replacement or modification. Approved rooftop accessories or equipment must match the existing roof colors, complement the residence, and be as inconspicuous as possible. The following restrictions must also be met:

1. Exposed flashing, gutters, and downspouts must match the existing color scheme of the residence.
2. Replacement of shingles must conform to the original scheme designed by the builder. Better quality shingles (architectural shingles) are allowed as long as the color is similar to that of the original scheme.
3. Skylights shall not exceed 3' x 5' in size and shall be mounted on the backside of the roof so as not to be seen from the street. If the backside of the roof is visible from the street, the skylight must be placed on the side of the roof that is not visible from the street.
4. Solar energy equipment will be flat panels, inconspicuous, with casing colors to match the existing roof of the home, and not visible from the main road at the front of the home. Solar energy equipment is not permitted in any location other than roofs. Solar energy equipment Requests must be submitted with the help of the Solar energy provider.

2.15 Backyard Play Equipment, Basketball Hoops

Non-commercial swing sets, basketball hoops, trampolines, and other non-permanent play structures are pre-approved for fenced backyard use. All equipment must be kept in good working condition. For backyards without a fence, ARC approval is required. Please refer to the DCCRs for set-back and other requirements for placement. All other play structures must have prior approval from the ARC before placing on the property. Permanent basketball hoops are not permitted. Portable basketball hoops are allowed to be placed on driveways and along the edge of the street. Play is allowed in the street as long as the flow of traffic is not impeded. When not in use, basketball hoops must be turned away from the street. Unless there is a weather event that would require otherwise, basketball hoops should always be upright. Basketball hoops must be in good working condition and the area under and around the base of the hoops must be properly maintained. Basketball hoops may only be weighted down with water or sand inside the stability base. Sand, blocks, or other materials are not permitted to be on top of the stability base.

2.16 Clotheslines, Outside Storage

No outside apparatus for the purpose of drying clothes shall be permitted. Storage of any materials including, but not limited to, lawnmowers, landscaping materials, tires and lumber outside an enclosed structure is not permitted. Common areas are not permitted to be used for personal storage. Decks, patios, porches, covered or enclosed patios are not to be used for outside or overflow storage of garages and/or the dwelling. Do not place furniture intended for indoor use on any outside area, including porches. Refer to Article II, Section 21 of the Declarations for building setback requirements.

2.17 Storage Sheds, Accessory Buildings

Utility buildings and/or storage sheds are not permitted on the property without prior approval by the ARC. General guidelines for shed approval are:

1. One storage shed may be permitted on a home site;
2. It must be located behind the house and is a minimum of 6' inside all property lines;
3. Exterior surface is of a color which matches the majority of the façade of the Dwelling on the lot and roof is comprised of shingles that match those of the Dwelling;
4. Metal, Resin, or Plastic (Rubbermaid type) sheds are not allowed.
5. May not be the size of a secondary garage. Sheds are NOT intended to be larger than needed to fit appropriate residential landscaping equipment. Sheds are not to fit Trailers, Boats, Vehicles, Campers, RVs, or other Recreational Vehicles. Refer to Article II, Section 21 of the Declarations for building setback requirements

2.18 Decks, Patios, Porches, Covered or Enclosed Patios, Driveways

ARC approval is required *prior* to construction, modification or extension of decks, patios, porches, covered or enclosed patios, and driveways. Deck footings and patios must stay within the minimum building line (MBL) of any lot. No deck, patio, porch, covered or enclosed patio, or driveway shall extend into the side yard beyond the side plane of the residence, to mean not extend past the corners of the dwelling. Driveways exceptions may be allowed for ADA purposes, but should not be less than setbacks, or those with garages on the side of the house instead of the front. Deck waterproofing and sealing stain are pre-approved provided that it is a clear coat. Colored stains should follow that of fences, being neutral and transparent. Porches and covered or enclosed patios **MUST** be consistent with the roofing material of the dwelling, use existing roof colors that complement the residence, and be as inconspicuous as possible. Front porch railing must be consistent with the trim color and original design of the dwelling, and repainting pre-approved as long as it meets this consistency. Typically, front porches are wooden and painted white, black metal, or white vinyl/composite. Replacement of front porches must be ARC approved prior to installation. Unless a setback is shown otherwise on any plat of the Community or unless otherwise stated in a document recorded in the County Register of Deeds Office, front setbacks are to be 20 feet, side setbacks are to be 5 feet, and rear setbacks to be 15 feet. Refer to Article II, Section 21 of the Declarations for further information on building setback requirements.

Per Richland County, any modification to a driveway that extends to the sidewalk will not have that portion of the sidewalk be maintained by the County. The Owner would then be responsible for all the maintenance, replacement, and others of that portion of the sidewalk that the County would normally cover. No construction vehicles or equipment are permitted to damage roadways or sidewalks. If damaged, they **MUST** be fixed at Owner's expense to a standard deemed appropriate by the Board and the appropriate County representative.

Decks, patios, porches, and covered or enclosed patios should not be used as overflow storage of garages and/or the dwelling.

Gazebos and similar structures require ARC approval *prior* to construction, modification or extension and can be approved for placement on decks, patios, and porches. These shall not extend into the side yard beyond the side plane of the residence, to mean not extend past the corners of the dwelling. Waterproofing and sealing stains are pre-approved provided that it is a

clear coat. Colored stains should follow that of fences, being neutral and transparent, and require ARC approval prior to be done. Gazebos and similar structures **MUST** be consistent with the roofing material of the dwelling, use existing roof colors that complement the residence, and be as inconspicuous as possible. Pergolas are not required to have a roof other than the typical open wood type. If a pergola was to have a covered roof, it must follow the roofing material policy. Unless a setback is shown otherwise on any plat of the Community or unless otherwise stated in a document recorded in the County Register of Deeds Office, front setbacks are to be 20 feet, side setbacks are to be 5 feet, and rear setbacks to be 15 feet.

2.19 Fences

An application for review is required to eliminate any misunderstanding. A Request and approval by the ARC is required *before* construction may commence. The application must include a copy of the property survey (plat) showing the location of the fence. Plats may be procured through the County's Register of Deeds, if not provided at closing. Full replacement of fences **MUST** adhere to the current policy for fences. A single panel or board may be repaired without changing the style or type of the fence. Requests will not be accepted for single panels or boards over the course of a year to replace the entire fence.

1. Chain-link fencing in any form is strictly prohibited (including dog pens/runs).
2. A single fence is permitted between adjacent lots sharing a common property line.
3. Fences are not permitted in the front yard. Fences may come from the rear corners of the dwelling or may come forward no more than 2/3 the length of the house from the rear. Under no circumstances may an Owner erect a fence outside of the lot property line. In the event of an obstacle, the Owner must shift the fence inside the boundary line of the lot. Obstacles include but are not limited to trees, sewer lines, and other easements found on the plats.
4. Fences on corner lots must be installed so the fence does not extend past the outside corner of the building making it visible from the street in front of the home and may require additional landscaping for screening from the street.
5. Fence pedestrian gates are not permitted to be larger than 4.5 ft wide (panel size) for a 6 ft tall fence. A double gate may be allowed if it is no larger than 7 ft wide (total size) for a 6 ft tall fence, given they can fit within lot dimensions. All fence panels should be curved with posts that are capped.
6. Fences must be finished *only* with a NEUTRAL, TRANSPARENT, STAIN. Finished side must be on the outside. Staining and colors **MUST** be pre-approved using a Request. White, gray, and red are not considered neutral colors for fences.
7. Fences must be maintained on a regular basis by the Owner. This is to include but not limited to staining, restaining, and replacement of broken, warped, or damaged sections.
8. **FENCING OF ANY SORT INSTALLED OR ALTERED WITHOUT APPROVAL IS NOT PERMITTED. OWNERS WILL BE REQUIRED TO IMMEDIATELY REMOVE ANY FENCE INSTALLED OR ALTERED WITHOUT THE WRITTEN APPROVAL OF THE ASSOCIATION.**
9. Fences are required for lots with in-ground swimming pools, must follow County guidelines and require proper permits, along with the pool.
10. Vinyl fences are prohibited for use, unless ARC approves as a screening structure for garbage and recycling containers. The screening structure may not be any larger than that needed to surround the containers.
11. With the exception of the Garden Homes, no brick walls (Garden Fences) are permitted.

This does not include retaining walls for the purpose of retaining soil. See the Garden Homes Supplement to the Declaration for additional details.

2.20 Exterior Changes, Shutters, Doors, Garage Doors, Siding

All exterior changes and modifications must be ARC Request approved prior to the changes and modifications being made. All exterior colors must conform to the original scheme designed by the builder. Shutters, doors, garage doors, and siding will complement the exterior color scheme, and maintain the original colors intended by the builder. House trim and garage doors are pre-approved to be repainted white provided it was the original color provided by the builder. When submitting a Request for a color change, color chips or siding samples should be attached to the Request.

2.21 Storm Doors

Storm doors are permitted using the Request form. They must be full-view glass and must match the existing facade color scheme. Door hardware must also match the existing hardware (brass handle for brass lights, etc.).

2.22 Swimming Pools

In-ground swimming pools may be approved, but require the installation of an approved perimeter fence enclosing the entire rear yard. In-ground swimming pools require County permits, approval, and must follow County guidelines. Above-ground pools, with the exception of temporary “kiddie pools” in rear yards, are prohibited. Kiddie pools are those that can be drained, put up daily, and no more than 2 feet deep. Kiddie pools should be stored nightly if not enclosed within a fence. Refer to Article II, Section 21 of the Declarations for building setback requirements.

2.23 Hot Tubs, Spas, Saunas

Hot tubs and spas are permitted using an ARC Request for approval prior to installation. Hot tubs and spas must be located in the rear of the residence screened from view of the street and neighboring properties. Owners are required to install safety features such as locks or covers and comply with all applicable state and local codes. Saunas are not permitted.

2.24 Window Air Conditioners

Window air conditioning units and window fans are not permitted.

2.25 Outdoor Furniture

No furniture shall be used, stored or kept on the exterior of any residence except on porches, patios, and decks. Furniture not enclosed in a room shall be limited to such types as is designed for outdoor use.

2.26 Garbage Containers, Recycle Containers, Garbage

Garbage containers must be stored in one of the following pre-approved locations:

1. Inside an enclosed structure (garage is first choice);
2. Behind the dwelling, not visible from the curb, any street, or adjacent neighbors;
3. Behind and enclosed in an ARC-approved screening structure. Structures must be approved by the ARC before placing them on property.

Containers are not to be stored in the front or front/side of the house. Shrubs and other

vegetation, and HVAC units are not considered ARC-approved screening structures. Containers may be placed out for collection no earlier than 6 pm the day before scheduled trash collection, and must be returned to the Owner's property no later than 11:59 PM the same day. Yard waste, grass clippings, yard waste in plastic yard bags, tree and bush limbs, or any form of yard waste placed at curb or in yard, **MUST** be removed the same day it was placed out for collection.

Large or oversized items require the County to be called and notified of items prior to placing at the roadside. If large or oversized item pickup is on another day than normal trash pickup, the large or oversized item(s) can only be placed out for collection no earlier than 6 pm the day before scheduled pickup, and must be returned to Owner's property no later than 11:59 PM the same day if not picked up. Owner must notify and have approval by the Association if other circumstances arise.

2.27 Mailboxes

Only the original style mailbox will be approved. If replacement or repair is required, the mailbox must be restored to the original design specification. See Supplement 1 and 2 for further details.

2.28 Signs

No signs of any type or kind shall be erected, placed or permitted to remain on any residence, lot or common area except:

1. Signs on Owner's Lot
 - a. No "Home For Sale" signs are allowed on Eagles Rest Association common area property. Only one "Home For Sale" sign (Agent's Company sign and signpost) is allowed on the Owner's lot. Sign and signpost can not be any taller than 4' in height. The "Home For Sale" sign must be removed within 7 days of closing.
 - b. Such permits as required by Legal and/or Government Agencies.
 - c. A Security System warning sign, not to exceed 6"x6" in size, may be displayed at the entrances of the dwelling.
 - d. Any Owner may have reasonable graduation, birthday, or sports signs, but signs need to be removed promptly after the event, within 24 hours of being posted.
2. Signs in Common Areas
 - a. No Owner shall be permitted to post any sign on Eagles Rest Association common area without prior permission from the Association. Any unapproved signs posted on Eagles Rest Association common area will be removed without warning.
 - b. Any Owner having a "Home For Sale" Open House is allowed to post Open House signs within the entrances of the Eagles Rest neighborhood and along the way to home, but all Open House signs must be removed at the end of each day of Open House.
 - c. Such permits as required by Legal and/or Government Agencies.
 - d. Official community events as approved by the Board.

2.29 Rental of Dwelling

Pursuant to the Declarations:

Any lease agreement between an Owner and a tenant for the lease of such Owner's Lot of

portion thereof, including any portion of the Dwelling or other Structure on the Lot, shall be subject to and shall provide that the terms of the lease shall be subject in all respects to the provisions of the Declaration, the Articles of Incorporation and By-Laws of the Association, and any Regulations promulgated by the Association. The Owner shall incorporate in any lease of any Lot, Dwelling, or Structure a provision stating that failure to comply with the terms of such documents shall be default under the terms of the lease. All leases of Lots, Dwellings, or Structures shall be in writing and a copy of the executed lease must be provided to the Board.

All Owners:

1. Are required to notify the Association or the Association Management Company to change of onsite residency within seven days of vacating home. Failure to notify the Association or the Association Management Company will result in a \$150 dollar fine.
2. Are required to notify the Association or the Association Management Company to change in renter status within seven days. Failure to notify Association or the Management Company will result in a \$150 dollar fine.
3. That are renting their property are required to download a current copy of the Eagles Rest Association Rental Welcome Packet, and print out the Eagles Rest Association Rental Welcome Packet and deliver to the new renter(s) for check in within seven days of moving into the Association. Failure by renter to comply and check in within seven days will result in a \$150 dollar fine to the Owner.

2.30 Timeshare, Transient, and Vacation Short Term Rental

Definitions:

1. Registered Owner: The Owner registered on the land title (deed) within the state of South Carolina.
2. Timeshare, Transient, and Vacation Rental: Any dwelling or any portion of a dwelling within Eagles Rest Homeowners Association that has been rented for less than a 180-day period or any dwelling or any portion of a dwelling within Eagles Rest Homeowners Association rented without a written rental agreement.
3. Timeshare, Transient, and Vacation Rental incident definition:
 - a. Timeshare, Transient, and Vacation rental incident is defined by any Owner posting a timeshare, transient, and vacation rental on any vacation rental or timeshare website or in print media.
 - b. Each verified rental period. (Example: Dwelling is verified rented 4 times; a \$4000.00 dollar fine will be assessed)
 - c. A website rental review from a renter that stayed in the dwelling will be considered proof of a rental timeshare, transient, or vacation rental incident.

The Registered Owner of a dwelling within the Association will be responsible for any timeshare, transient or vacation rental of the Owner's registered dwelling. No timeshare, transient, or vacation rental will be allowed within the Association. A \$1000.00 dollar fine per timeshare, transient, and/or vacation rental incident will be assessed to the Registered Owner of the timeshare, transient, and vacation rental. No licensed Real Estate Agent is allowed to represent a timeshare, transient, and/or vacation rental within the Association. Any licensed Real Estate Agent representing a timeshare, transient, and/or vacation rental will be reported to the South Carolina Real Estate Commission for revocation of license. Any Owner found to have a timeshare, transient or vacation rental will have 24 hours to remove the timeshare, transient, or vacation rental from the rental market, rental market website, and any forms of

printed media after notification. Each 24-hour period after notification the timeshare, transient and/or vacation rental is shown to be on the market will incur an additional \$1000.00 fine.

3. Garden Homes Supplemental Architectural Standards

3.1 General

Unless approved otherwise by the Association or unless the following is modified by the Architectural Guidelines:

1. In addition to the requirements contained in other provisions of the Declaration that a Lot Owner obtain approval from the ARC for any Structure (including all landscaping, lighting, statuary, etc.) to be installed, placed or changed on any part of a lot, no Structure shall be constructed or maintained within the Restricted Use Area without the consent of the *prior* written approval of the ARC. A Garden Fence shall also be required to comply with the approval requirements for Structures set forth herein and in the Declaration.
2. Unless otherwise approved by the ARC, a Dwelling must be constructed with a Garden Fence. Portions of the exterior wall of a Dwelling may also be designated as a Garden Fence.
3. Portions of the exterior walls of a Dwelling that front upon or that are a minimum distance from an adjacent property line or Dwelling may be prohibited from having any transparent opening or other type opening by the Architectural Guidelines or by applicable building codes, fire codes and zoning codes.
4. The minimum square footage and setback requirements for the Dwellings contained in the Declaration, if any, shall not apply to the Dwellings or the real property described within this Supplement but shall comply with any minimum square footage requirements established by ARC.

3.2 Encroachment for Placement of Garden Fences and Dwellings on Lots.

The Developer reserves unto itself and its successors and assigns, a perpetual, alienable, easement, over, upon, and across and under each Lot, Common Area, and Buffer Area for the unintentional placement or settling or shifting of Garden Fences or Dwellings constructed, reconstructed, or altered on any Lot or portion of Common Area or Buffer Area adjacent to any Lot. Unless otherwise provided for herein in the Declaration, such Garden Fences or Dwellings must have been constructed to a distance of not more than one foot (1') within the construction area shown on the site plan for the Lot approved by the ARC; provided, however, in no event shall an easement for encroachment exist if such encroachment occurred due to willful and knowing conduct on the part of an Owner, tenant, occupant, or the Association, unless such intentional encroachment has been approved *prior* to construction by the ARC. An illustration of such an unintentional encroachment is shown on Exhibit 2 of the Declaration.

3.3 Parking

It is anticipated that parking spaces in addition to those spaces located on the Lots may be provided as Common Area for the benefit of the Community. Unless otherwise decided by the the Board of Directors or set forth in the Regulations as amended, these parking spaces are for the use of the guests, invitees, and licensees of the Lot Owners and are not to be used by the Lot Owners as additional parking spaces for themselves or other residents of the Dwellings in the Community. Violations of use of the parking spaces shall be determined in the sole discretion of the Board of Directors, and the Board of Directors may levy against a Lot Owner Assessments for Non-Compliance as may be appropriate, or may deprive the offending Lot Owner of the use of such parking spaces for such period of time as the Board of Directors in its

discretion, may deem appropriate and shall have exercise all other remedies set out in the Declaration.

3.4 Garden Fence

Any common fence, wall (including the wall of a Dwelling) or other like structure, any of which are allowed by the Developer, or approved by the ARC to be built by the Owner or any structure designated a Garden Fence on a recorded plat or on a plan by the Developer or the ARC.

Unless otherwise approved by the ARC, a Dwelling must be constructed with a Garden Fence. Portions of the exterior wall of a Dwelling may also be designated as a Garden Fence. Portions of the exterior walls of a Dwelling that front upon or that are a minimum distance from an adjacent property line or Dwelling may be prohibited from having any transparent opening or other type opening by the Architectural Guidelines or by applicable building codes, fire codes, and zoning codes.

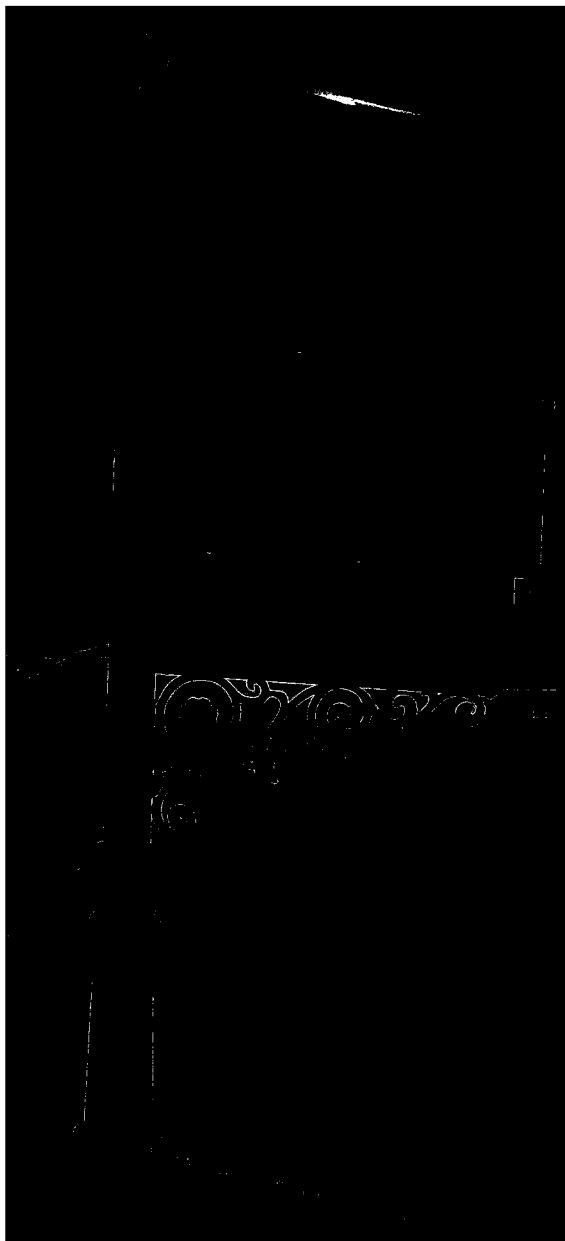
4. Supplements

4.1 Eagles Rest HOA Mailbox Standards

According to the Eagles Rest Homeowners' Association Rules and Regulations:
Only the original style mailbox will be approved. If replacement or repair is required, the mailbox must be restored to the original design specification.

Original Style Mailbox for Phase 1 of Eagles Rest HOA

see plats for reference on homes included in Phase 1



- All black, glossy paint. Not faded, clipped, rusted, or missing paint. Can be powdered coated.
- Gold sticker numbers on both sides of the newspaper slot. Numbers should have a black background if ones without a background can't be found. NO road names (addresses) on the mailboxes. Numbers must be visible and not faded.
- Finial under the newspaper slot like shown. No missing portions.
- Decorative round post like shown with "pineapple" on top.
- Newspaper slot has a square tube design, metal, and against the post (without a gap between the post or the mailbox).
- Mailbox must be metal (not plastic). Mailbox should be against the post (without substantial gap).
- Entire Mailbox (post, box, finial, newspaper slot, etc) can NOT be twisted or turned, and must be straight and upright.
- Red flag on the right side of the mailbox, not faded.

Original Style Mailbox for Phase 2 on Eagles Rest Drive of Eagles Rest HOA

see plats for reference on homes included in Phase 2



- All black, glossy paint. Not faded, clipped, rusted, or missing paint. Can be powdered coated.
- Gold sticker numbers on both sides of the newspaper slot. Numbers should have a black background if ones without a background can't be found. NO road names (addresses) on the mailboxes. Numbers must be visible and not faded.
- Finial under the newspaper slot like shown (grape vine style). No missing portions.
- Simple square post like shown.
- Newspaper slot has a round tube design, metal, and against the post (without a gap between the post or the mailbox).
- Mailbox must be metal (not plastic). Mailbox should be against the post (without substantial gap).
- Entire Mailbox (post, box, finial, newspaper slot, etc) can NOT be twisted or turned, and must be straight and upright.
- Red flag on the right side of the mailbox, not faded.

4.2 Eagles Rest HOA Mailbox Replacement, Repair, and Repainting

If your mailbox becomes broken, twisted, missing parts, and needs repainting, here's the information about who to contract.

The Developer installed Old South Ironworks Mailboxes at all of the houses in this neighborhood that have personal ones.

Pricing as of MAY 2022:

- Repair/replace an existing mailbox (box only) is \$65.
- Replace the red flag only on mailboxes is \$10.
- Repair/replace an existing newspaper slot is \$150. Due to the newspaper slot being welded onto the post, the finial and box both have to be replaced (included in the cost).
- Finial (decorative work under the newspaper slot) welded on and replaced is \$100.
- Full mailbox powder coated repainting (mailbox, newspaper slot, finial, and post) is \$200. This does include the gold numbers on both sides of the newspaper slot.
- Mailbox, newspaper slot, finial, and post total replacement is \$270 for Phase 2 homes on Eagles Rest Drive, and \$375 for all Phase 1 homes. See HOA plats for which Phase your dwelling is within the neighborhood.

All of these prices above include labor - so Old South Ironworks will come out to the neighborhood and take care of this for you.

Please call Old South Ironworks at 803-295-2748 for Ben Moore or 803-331-4367 for Van Safriet, or email at oldsouthironworks@gmail.com for more information.