

## NEWPORT PROPERTY OWNERS ASSOCIATION, INC.

### POLICY A - 4 SPECIAL RESTRICTIONS AFFECTING ALL WATERFRONT AREAS

#### Section 1. Condition of Limited Dock Construction

All improvements, including piers, docks, boat lifts, and seawalls, which encroach on Lake Greenwood are subject to the approval of Greenwood County Lake Management Department. Greenwood County has the sole responsibility for the enforcement of the requirements, ordinances and resolutions. Prior to starting of any such construction, written evidence of County approval must be submitted to the Architectural Control Committee.

#### Section 2. Boat Docks, Slips and Boat Dock Roofs

All boat house structures, including roofs, must comply with Newport established standards pursuant to Greenwood county Resolution 2004-17 allowing the County to approve more restrictive regulations for encroachments by the governing body of a homeowners or property owners association for a subdivision or neighborhood located on Lake Greenwood. The Newport Property Owners Association (NPOA) is such a governing body and has the authority in its Covenants and Restrictions for such supplemental restrictions to be established by its Architectural Control Committee. The enforcement of these supplemental restrictions is the sole responsibility of the NPOA, in accordance with County Resolution 2004-17.

Greenwood County has approved the following supplemental NPOA restrictions for boat slip roofs for the Newport subdivision, which are constructed on or after April 1, 2016: "Boat slip roofs must be green in color and consist of either 27 or 29 gauge metal. Roofs must be hip roofs with a 4/12 pitch; gable roofs are not acceptable." See picture below:



Existing boat slip roofs, in place as of April 1, 2016 will not be required to conform to these supplemental NPOA restrictions. Replacement of only a fabric cover will not subject the structure to these supplemental restrictions. If the

structural portion (framework) is in need of replacement, the new structure must then conform to the supplemental NPOA restrictions.

### Section 3. Maintenance of Dock

All Owners who construct or cause to be constructed said docks, must maintain said structures in good repair and keep same safe, clean and orderly in appearance at all times, and further agree to paint or otherwise treat with preservatives all wood or metal located above the high water mark, exclusive of pilings, and to maintain such paint or preservatives in an attractive manner. The Association shall be the judge as to whether the docks are safe, clean, orderly in appearance and properly painted or preserved in accordance with reasonable standards; and, where the Association notifies the particular Owner in writing that said dock fails to meet acceptable standards, said Owner shall thereupon remedy such condition within thirty (30) days to the satisfaction of the Association. Failing to so remedy such conditions, the Owners hereby covenant and agree that the Association may make the necessary repairs, but is not obligated to make such repairs or take such actions as will bring the said dock up to acceptable standards, and all such repairs and actions to be at the expense , solely, of the Owner in question. If the Owner fails or refuses to reimburse the Association for any such expenditures within thirty (30) days after being invoiced for same, the Association shall be entitled to collect same in a court of competent jurisdiction, and shall likewise be entitled to recover all costs and expenses of collection together with reasonable attorney fees and together with a late charge equal to 1½% per month of the amount of such invoice from the date of said invoice until fully paid.

### Section 4. Entry Not Trespass

Whenever the Association is permitted by these Covenants to correct, repair, clean, preserve, clear out or do any action on the property of any Owner, or on easement areas adjacent thereto entering the property and taking such action shall not be deemed a trespass.