



BOATYARD RULES AND REGULATIONS

The Boatyard Storage facility is an amenity of the Retreat at Riverland HOA and is subject to the Declaration of Conditions, Covenants and Restrictions of the Retreat and such other rules and declarations as the Retreat HOA may create from time to time.

1. Exclusivity

Storage in this facility is restricted to the Owners and Tenants of the Retreat at Riverland HOA and the Riverland Woods Apartments only. This will not include family members, friends or others without the approval of the HOA Board of Directors. Owners at Retreat at Riverland HOA renting out their units assign the right to all amenities, including the boatyard to the renter of the unit.

Subleasing or assigning a lease to a third party is strictly prohibited.

2. Lease Term

The term of the lease is from April 1 to March 31 annually. At the end of the lease term the lease may be renewed for another year, provided the assessment for space is paid for and that all annual dues which are due and owing at the time of the lease renewal has been paid for.

A new lease with updated owner/renter and property information must be completed each year on or before April 1.

3. Assessment

There is an assessment associated with the use of the boatyard that is determined on an annual basis by the Retreat HOA. The annual assessment fee for 2018 that applies for the period April 1st, 2018 to March 31st, 2019 is \$135.00 per item per annum. The annual fee is prorated as follows for first time users only and cannot be used more than once by the same owner based on registration month:

Registration Month	April to June	June to Sept	Oct to Dec	Jan to March
Pro-rated Fee	\$135	\$101.25	\$67.50	\$33.75

Renewal payments for assessments are due and payable on or before April 1 for the following year's annual lease. If dues are not received by April 15th the user's lease will be considered to be in default and the item (s) may be removed.

No refunds will be granted if an item is removed from the boatyard storage facility prior to the expiration of the approval period.

4. Registration

To reserve a space in the Boatyard, a registration form must be completed for each item for which storage space is required and submitted to the Property Management Company (First Service Residential) at Retreatatriverland.sc@fsresidential.com or delivered to 201 Sigma Dr. Suite 350, Summerville, SC. 29486.

If more registrations are received than spaces available, a lottery will be held and registrations will be chosen at random.

Visitors to either the Retreat at Riverland HOA or Riverland Woods Apartments may request short term use of the Boatyard by contacting the Property Management Company (First Service Residential). The Retreat at Riverland HOA Board may approve temporary storage as space allow.

If, at any time during the year the registered Item is replaced, a new registration form must be submitted prior to the new Item's arrival. A new decal will be issued for the newly registered Item and the old decal will be void.

5. Issue and Placement of Decals

At the time of registration, a decal will be issued that must be clearly visible on the stored Item at all times.

The decal must be applied in the most conspicuous location of the stored Item so it is clearly visible from the traveled path, for example if a trailer will be left in the Boatyard without the boat for ANY length of time, the decal should be placed on the trailer closest to the hitch where it is in plain sight. For Items that will be covered, the decal must be placed in an uncovered location so it remains visible at all times.

6. Termination of lease

In the event a registered owner of on item in the boatyard terminate residency at the Retreat at Riverland HOA or Riverland Woods Apartments the item(s) being stored must be removed from the Boatyard on the last day of occupancy at the Retreat at Riverland HOA or Riverland Woods Apartments and a notification of the removal must be sent to the Property Management Company Retreatatriverland.sc@fsresidential.com or delivered to 201 Sigma Dr. Suite 350, Summerville, SC. 29486.

7. Insurance

Use of the boatyard is at an item owner's risk. Insurance for any stored property is the sole responsibility of the owner of such item(s). It is therefore recommended that the owner of a stored item obtain insurance to protect themselves and their stored property.

The Retreat at Riverland HOA does not provide security in the form of a security guard, cameras, lighting or supervision over the boatyard. If such provision is made, it is done without warranty or guarantee of any kind.

8. General conditions for usage of boatyard

Use of the boatyard for storage of items is allowed with the condition that the items remains operable at all times.

Owners are responsible for themselves and their guests while using or accessing the boatyard. If the owner damages the Boatyard (access gate, signs, etc.) or any other stored Item while in the boatyard, the damage must be reported within 24 hours to the Property Management Company (First Service Residential) and arrangements must be made to make the necessary repairs to the condition that existed prior to the damage. Failure to report such damage or to immediately repair such damage will result in permanent eviction from the boatyard.

Sleeping, living, or dwelling in any stored Item in the Boatyard is strictly prohibited.

Littering, leaving trash/debris and hazardous materials in the Boatyard or in the area allocated for storage of item's is prohibited.

No maintenance, flushing or prep work of any kind is permitted in the Boatyard

A key lock controls access to the storage facility. The code of the lock will be provided to each user at the time that the Registration form has been completed and the annual assessment fees has been paid. The code of the lock may be changed from time to time and users will be notified at least 30 days in advance of such change. Users agree to maintain the code in confidence. Upon leaving the storage facility each user shall close the gate and lock the storage facility gate or arrange with any other user inside the storage facility to lock the gate.

9. Rules

Rules for the lease are attached to the "Registration Form" and made part of it. The Retreat HOA may from time to time change or adopt additional rules regarding the use, maintenance and access to the storage facility. The Retreat at Riverland HOA agrees to provide users of the boatyard with thirty (30) days advance notice of such changes to the rules and users of the boatyard agree to abide by such changes.

By signing the Registration Form and paying the annual assessment fees a user of the boatyard agrees to abide by the Rules and Regulations of the Retreat boatyard facility.

10. Default

Failure to abide to the terms of the Lease, including the Rules & Regulations of the boatyard shall constitute to be a default by the owner of item (s) stored in the boatyard. If a default occurs the Retreat at Riverland HOA shall: -

- give written notice to the owner of such item (s) by certified mail at the owner's address indicated on the Registration Form; and/or
- place a notice on the owner's item specifying the nature of the violation stating that the item may be towed if the violation is not corrected. The notice shall include the name and telephone number of a person or entity that will remove/tow the item from the boatyard and the name of a person to contact regarding the alleged violation.

If the owner does not correct the default within ten (10) days of the date of the notice the Retreat HOA may cancel the lease and remove the owner's item from the boatyard storage facility at the owner's expense.

If an Item is towed in accordance with this subsection, neither the Retreat at Riverland HOA nor any officer or agent of the HOA shall be liable to any person for any claim of damage resulting from the towing activity. Notwithstanding anything to the contrary herein, the Board may elect to impose fines or use other available sanctions, rather than exercise its authority to tow.
