After Recording Return to: MINOR, HAIGHT & ARUNDELL, P.C. P.O. Drawer 6067 Hilton Head Island, SC 29938

)	RESOLUTION AND CERTIFICATE OF
)	AUTHENTICITY OF BLOODY POINT PROPERTY
)	OWNERS' ASSOCIATION, INC.'S
)	RULES AND REGULATIONS
)))

WHEREAS, Bloody Point Property Owners' Association, Inc. ("Bloody Point") is a non-profit corporation in good standing, organized for the purpose of administering the property known as Bloody Point located on Daufuskie Island, in Beaufort County, South Carolina, as set forth in the Amended and Restated Declaration of Covenants, Conditions and Restrictions for the Bloody Point Homesites. dated November 16, 2020, and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina on November 17, 2020 in Deed Book 3935, at Page 2724 (the "Declaration") and as further governed by the Amended and Restated By-Laws of Bloody Point Property Owner's Association, Inc., dated November 16, 2020 and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina on November 17, 2020 in Book 3935 at Page 2810 ("the By-Laws"), all as may be amended from time to time; and

WHEREAS, the South Carolina Homeowners Association Act, S.C. Code Ann. §27-30-110 et seq. ("SCHAA") mandates that all governing documents, and any amendments thereto, must be recorded with the ROD;

It is therefore resolved and certified:

- 1. That the Bloody Point Property Owner's Association, Inc.'s Rules and Regulations ("Rules") attached hereto were adopted by Bloody Point's Board of Directors in accordance with the Amended and Restated Declaration and Bylaws of Bloody Point;
- 2. That the Rules are in full force and effect and shall remain so until such time as the Board of Directors shall, pursuant to the Declaration, By-laws, and/or statutory requirements, file with the Register of Deeds for Beaufort County, an amendment, restatement or revocation thereof.
- 3. That the undersigned is the duly appointed President of Bloody Point and as such, has the requisite knowledge and authority to execute this instrument on behalf of the Board and to record these Regulations in accordance with the SCHAA.

mer's Association Inc

Richard A. Silver, President

Source, do hereby certify that Richard A. Silver, President of Bloody Point Property Owner's Association, Inc., appeared before me this day below written, and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this <u>3nd</u> day of March, 2021.

Notary Public of South Carolina

Commission Expires: _

RULES AND REGULATIONS FOR BLOODY POINT

The following Rules and Regulations were duly adopted by the Board of Directors (the "Board") pursuant to the authority granted under the Amended and Restated Covenants, Conditions and Restrictions for the Bloody Point Homesites, as may be amended from time to time ("Amended and Restated Covenants"):

- 1. <u>Meanings.</u> All capitalized terms shall have the meanings ascribed to them in the Amended and Restated Covenants and the Amended and Restated Bylaws of the Bloody Point Property Owners' Association, Inc.
- 2. <u>Signs</u>. Except as may be required by legal proceedings, no signs or advertising posters of any kind shall be maintained or permitted within any windows or on the exterior of any improvements, trees, or utility structures located within the Development, without the express written permission of the Architectural Review Board. The approval of any signs and posters, including, without limitation, name and address signs, shall be upon such conditions as may be from time to time determined by the Architectural Review Board and may be arbitrarily withheld. Notwithstanding the foregoing, the Board, on behalf of the Association, shall have the right to erect reasonable and appropriate signs on any portion of the Common Areas or easement areas established pursuant to the Amended and Restated Covenants.
- 3. <u>Antennas</u>. No radio or television signal nor any electro-magnetic radiation is permitted to originate from any Lot which may interfere with the reception of any television or radio signal within the Development.
- Water Wells and Septic Tanks. Subject to the terms hereof, no private water wells for potable water may be drilled or maintained on any Lot, Dwelling, or Cluster Home Area so long as the Association, a public service district, any governmental unit, or any public or private utility shall have installed a water distribution line within one hundred feet (100') of such at, Dwelling, or Cluster Home Area with average daily water pressure in such line adequate for the normal household use of those Dwellings served by such distribution line. With the written approval of the Architectural Review Board, private wells may be drilled and maintained on a Lot, Dwelling or Cluster Home area for heating, air conditioning, and/or landscape irrigation. Furthermore, no permanent septic tanks or similar sewage facilities may be installed or maintained on any Lot, Dwelling, or Cluster Home Area, except as provided in the Amended and Restated Covenants, unless there is satisfactory soil percolation and Declarant or an affiliate, the Association, a public service district, any governmental unit, or any public or private utility shall not have installed a sanitary sewer line within one hundred feet (100') of such Lot, Dwelling, or Cluster Home Area, which line is connected to adequate sewerage treatment facilities. The Architectural Review Board, with the consent of the utility company serving the Development, and the South Carolina Department of Health and Environmental Control (DHEC) may approve the temporary use of septic tanks or similar sewage facilities, with the understanding that this use may be revoked by the Architectural Review Board upon thirty (30) days written notice and said septic tank(s) and/or facilities must be removed and/or disconnected.

- Permitted Animals. No animals, livestock, birds, or poultry of any kind shall be raised, bred, or kept by Declarant, any Owner, his family, tenants, or guests, upon any portion of the Development. Provided that horses may be kept on Lots designated for that purpose, with the written permission of the Board, and a reasonable number of generally recognized house pets, reasonably accommodated support animals, or statutorily recognized service animals, may be kept in Dwellings, subject to rules and regulations adopted by the Association, through its Board of Directors. Animals permitted pursuant to this Rule shall be kept or maintained solely as domestic pets and not for any commercial purpose. No permitted animal shall be allowed to harm or threaten to harm any Owner, make an unreasonable amount of noise or to otherwise become a nuisance. No structure for the care, housing, or confinement of any permitted animal shall be constructed or maintained on any part of the Common Areas. Permitted animals shall be under control at all times when walked or exercised in any portion of the Common Areas or on Property not owned or occupied by the pet's Owner, and no permitted animal shall be permitted to leave its excrement on any portion of the Common Areas, and the Owner of such pet shall immediately remove the same. Upon the written request of any two (2) Owners, the Board may conclusively determine, in its sole and absolute discretion, whether for purposes of this Rule a particular animal is a generally recognized house pet or whether a permitted animal has become a nuisance, and the Board shall have the right to require the Owner of such animal to remove same from the Development if such animal is found to be a nuisance or to be in violation of these restrictions. The Board shall have the further right, subject to the due process provisions of the Amended and Restated Covenants, to fine any Owner in accordance with the Fee Schedule established by the Board from time to time, for the violation of these pet restrictions by such Owner, his family, tenants or guests, and an Owner shall be liable to the Association for the cost or repair of any damage to the Common Areas caused by the pet of such Owner, his family, tenants or guests, or of an occupant of such Owner's Lot or Dwelling. Any such fine or cost of repair shall be added to and become a part of the portion of any Assessment next coming due to which such Lot or Dwelling and its Owner are subject.
- 6. <u>Hunting and Fishing</u>. No hunting will be allowed in the Development. Fishing will be allowed in the Development in The Bloody Point Club areas from time to time as designated by Declarant, the Board, or Bloody Point Club.
- 7. <u>Limitations as to Use of Bodies of Water</u>. The lagoons, lakes, ponds, and other bodies of water within the Development are intended for the use and enjoyment of the Declarant, the Association, and The Bloody Point Club, Inc. their guests and invitees and the enhancement of the Development. To provide for the full enjoyment of the aforesaid water courses and bodies of water and to preserve water quality and to minimize erosion due to water turbulence, no boats and no combustion type engines shall be operated in said water courses or bodies of water within the Development without the written consent of the Declarant, the Bloody Point Club, Inc. or the Board.
- 8. <u>Nuisances</u>. No rubbish or debris of any kind shall be dumped, placed, or permitted to accumulate upon any portion of the Development, nor shall any nuisance or odors be permitted to exist or operate upon or arise from the Development, so as to render any portion thereof unsanitary, unsightly, offensive, or detrimental to persons using or occupying any other portions of the Development. Noxious or offensive activities shall not be carried on in any Lot, Dwelling, or Cluster Home Area or in any part of the Common Areas, and each Owner, his family, tenants,

guests, invitees, servants, and agents shall refrain from any act or use of a Lot, Dwelling or Cluster Home Area or of the Common Areas which could cause disorderly, unsightly, or unkempt conditions, or which could cause embarrassment, discomfort, annoyance, or nuisance to the occupants of other portions of the Development or which could result in a cancellation of any insurance for any portion of the Development, or which would be in violation of any law or governmental code or regulation. Without limiting the generality of the foregoing provisions, no exterior horns, whistles, bells, or other sound devices, except fire alarm and security devices used exclusively for such purposes, shall be located, used, or placed within the Development. Any Owner, or his family, tenants, guests, invitees, servants, or agents, who dumps or places any trash or debris upon any portion of the Development shall be liable to the Association for the actual costs of removal thereof or the sum of ONE HUNDRED AND NO/100 DOLLARS (\$100.00), whichever is greater, and such sum shall be added to and become a part of that portion of any assessment next becoming due to which such Owner and his Lot or Dwelling are subject.

- 9. Golf Course Areas. Owners of Lots and Dwellings adjacent to all golf course fairways and greens, as well as their families, tenants, guests, invitees, and pets, shall be obligated to refrain from any actions which would detract from the playing qualities of the golf courses. Such prohibited activities shall include, but not be limited to, maintenance of dogs or other pets under conditions which interfere with golf course play due to their loud barking or other actions, running or walking on the fairways, nicking up balls, or like interference with play.
- 10. Motor Vehicles, Trailers, Boats, Etc. Each Owner or Cluster Home Association shall provide for parking of their vehicles off streets and roads within the Development after the issuance of a certificate of occupancy for the Dwellings. There shall be no outside storage or parking upon any Lot, Dwelling, or Cluster Home Area or within any portion of the Common Areas (other than areas provided therefor within the Common Areas, if any) of any mobile home, trailer (either with or without wheels), motor home, tractor, commercial vehicles of any type, camper, motorized camper or trailer, boat or other watercraft, boat trailer, or motorcycle. The purpose of vehicle restrictions is to minimize the impact of vehicles on the natural environment and roads. No Owners or other occupants of any portion of the Development shall repair or restore any vehicle of any kind upon or within any Dwelling, or Cluster Home Area or within any portion of the Common Areas, except (i) within enclosed garages or workshops or (ii) for emergency repairs, and then only to the extent necessary to enable the movement thereof to a proper repair facility.

11. <u>Vehicle Use and Operating Restrictions.</u>

- A. No combustion engine vehicles of any nature shall be operated upon the roads, paths, or any other common areas of the community, except as expressly permitted by the Board.
- B. Commercial vehicles operated by people or entities providing services to Owners and/or the common areas shall be allowed to use the roads and common areas solely for the purpose of performing such services to Owners and subject to posted speed limits and other restrictions imposed by the Board.
 - C. All electric, non-traditional golf cart type vehicles must be approved by the Board.

- D. All traditional electric carts and approved electric vehicles shall have a top speed of 25 miles per hour.
- E. All vehicles operated on the roads, paths, or any other common areas of the community shall be operated only by drivers holding a valid current driver's license or permit as regulated by the South Carolina Code of Laws.
- F. All vehicles operated on the roads, paths, or any other common areas of the community shall conform to the rules and regulations established by the Board from time to time and shall be operated only in compliance with all posted speed limits and any other rules and regulations established by the Board. However, operating and driving any vehicle on, over, or through any Owner's property is prohibited, regardless of whether the property is developed or undeveloped.
- 12. <u>Fireworks.</u> No Owners, guests or renters shall shoot off any fireworks, firecrackers, etc. of any kind without the prior approval of the Board. The Board generally will approve the use of these devices for certain special occasions, such as July 4th celebrations and New Year's Eve celebrations with restrictions as to the type of fireworks permitted and as to the latest time allowed. For July 4th celebrations the latest time such devices may be utilized shall be 11pm unless the Board approves otherwise. For New Year's Eve celebrations, the latest time such devices may be utilized shall be 12:30am unless the Board approves otherwise. Any other requests for the use of these devices will be considered by the Board on a case-by-case basis.
- 13. <u>Fines.</u> Fines for violation of these Rules and Regulations shall be as established by the Board from time to time.
- 14. <u>General Enforcement.</u> In addition to any specific enforcement policy set forth in the Amended and Restated Covenants or adopted by the Board from time to time, the Board may reprimand, fine, suspend or expel any member or guest of a member who violates these rules and regulations or whose conduct is deemed by the Board to be improper or likely to endanger the welfare, safety, harmony, or good reputation of the Association or its members.