



EAST SHORES  
Lake James



## East Shores Owners' Association, Inc Docks, Boat Slips, Walkways and designated Parking Rules

- 1) **Authority:** The Board of Directors of the East Shores Owners' Association, Inc. has the sole responsibility for the management, rules and regulations, and the assignment of dock and boat slip privileges for the non-waterfront docks.
- 2) **Liability:** The Association, its members and the Board of Directors assume no responsibility for loss through fire, theft, collision, weather or any other damage to boats/watercraft, or their contents. Additionally, the Association assumes no responsibility for personal injury or death to the owner, his/her crew, family, or guests anywhere on the premises, including the docks or walkways, due to negligence of the Association, its members, and or its Board of Directors. This provision, and the regulations and limitations contained herein also apply to vehicles parked in the Association parking area.
- 3) **Deeded Slips:** Each Member of non-waterfront lots are deeded "the use" of a slip as indicated on the Member's deed. The slips are either lettered or numbered, depending on the Phase the dock is located. The Association owns the docks, slips and walkways. Only non- waterfront Members and their accompanied guests in good standing (defined as having no unpaid dues, no late charges or fine assessments and not having been denied access to the dock for previous misuse) may use the walkways, docks, parking area and assigned slip.
- 4) **Dockage for "Members Only":** Only property Owners ("Owners" or "Members") in good standing (defined in # 3 above) may dock their boat in the assigned slip listed on their deed. Renting or allowing other people (other than a Member of the Association who owns a non-waterfront lot and approved by the Board of Directors) is not allowed. All Guests must be accompanied by a Member. All boats/watercraft must display an Association decal.
- 5) **ESOA Decals:** A completed application form for a decal for each boat/watercraft must be submitted to the Association Board of Directors for review and approval. Only Members in good standing are eligible to apply.
- 6) **Decal Validity:** ESOA decals are valid only for the Member and boat/watercraft for which it was originally issued. A new decal must be applied for when the Member needs to register a new Boat/watercraft.

- 7) **Decal Transfer:** Decals may not be transferred to the boat/watercraft of non-members, given to a non-applying Member or transferred to a new (replacement) boat/watercraft. The sale of your lot or house voids both the Member's ESOA decal and your dock privileges.
- 8) **Decal Display:** The ESOA decal must be conspicuously displayed on a Member's boat/watercraft directly below the North Carolina registration numbers on the LH side (port). If the decal is not displayed, the Association may have the boat/watercraft removed, and all costs associated with the removal shall be billed to the offending Member.
- 9) **No Commercial Activity or Usage :** The docks and the slips are for the pleasure of non-waterfront Members only. No commercial activity or usage is allowed. No boat/watercraft shall be allowed which is in any way or at any time used for commercial purposes or that charges or accepts a fee or any other form of compensation directly or indirectly.
- 10) **Designated Walkways:** The walkways to each of the docks are different for each Phase in the way they were deeded or not deeded. The differences and rules follow below:

**Phase I**, located on East Shores Dr. , is a “Access Easement” for ingress and egress for those non-waterfront owners of Phase I for the purpose of enjoying the use of their designated boatslip and the use of the dock. The Association owns the “Access Easement” and is responsible for the maintenance of the walkway. Property on either side of the walkway is private and is not accessible for use by those members who use the walkway for the purpose of accessing the dock.

**Phase II**, located at 1707 Waterford Way is a “Access Easement” for ingress and egress for those non-waterfront owners of Phase II for the purpose of enjoying the use of their designated boatslip and the use of the dock. The Association owns the “Access Easement” and is responsible for the maintenance of the walkway. Property on either side of the walkway is private and is not accessible by those members who use the walkway for the purpose of accessing the dock.

**Phase III-V**, located at 1900 Waterford Way, adjacent to the Club House, is a .91 acre property owned by the Association for ingress and egress for those non-waterfront members of Phase III-V for the purpose of enjoying the use of their designated boatslip and use of the dock.

**Phase VI**, located at 4630 Harbor View Terrace is a .09 acre property owned by the Association for the ingress and egress for those non-waterfront members of Phase VI for the purpose of enjoying the use of their designated boatslip and the use of the dock.

- 11) **Designated Parking Areas:** Each of the walkways mentioned above, (with the exception of Phase II ) have a designated parking area for the use of the non-waterfront members for each Phase to access the dock.

No boats/watercraft, trailers and or boats/watercraft with trailers are permitted in the parking lots.

No long term parking is permitted.

Beginning in January or February 2019, 2 forms of member ID must be visible on all vehicles parked in the designated parking areas. They are: a ESOA decal (supplied on request by the Board) which must be attached to the back glass of the vehicle, and a parking permit hanging from the inside rear view mirror. Only members who own non-waterfront property will be issued a parking permit.

Members who use the Club House parking to access the pool will only need to display the ESOA decal. Any vehicle found to be in violation will be issued a letter stating they are in violation of ESOA rules, a picture of the license tag will be recorded and if it is found in violation a second time, it will be towed at the owner's expense.

12) **Disturbances:** All non-waterfront members using the designated parking area, walkway, gazebo, dock and boat slips shall not create visual or noise nuisances. Loud parties, inappropriate conduct or other disturbances are not allowed.

13) **Liveabards:** Members and Guests are not permitted to live aboard any boat/watercraft or to sleep overnight while a vessel is moored or in the immediate area of the dock. No animals may be left aboard any boat/watercraft.

14) **No Wake:** All Members and their Guests must obey all no wake buoys while entering and exiting the docks. Any Member and or their Guests who violate the "No Wake" rule will risk losing their privileges on the Docks.

Any Member of the Association who owns a Private Dock and that Dock is inside the "No Wake Zone" shall obey the "No Wake" rules.

15) **Dock lines and Mooring:** Dock and or mooring lines shall be of sufficient size (no less than  $\frac{3}{8}$ " nylon or equivalent) and be properly utilized to secure the boat/watercraft in the dock in a manner that will not cause damage to the dock, especially pontoon boats that are tied too close to the front area of the slip.

Any Member, through negligence or any other reason, who causes any kind of damages will be liable for the dollar amount of those damages.

If you are not sure of the correct way to moor your boat/watercraft, videos are available on Youtube.

16) **No Smoking:** Smoking is not permitted on the Dock area.

17) **Fires:** No fire of any kind, including fire contained in a charcoal or gas burner, is permitted on the dock or on a boat/watercraft while it is moored at the dock.

- 18) **Explosives:** No fireworks or any other explosives are permitted on the dock at anytime.
- 19) **Dock Boxes:** No dock boxes, lockers, storage containers of any kind may may be left on the dock at anytime.
- 20) **Dock Closure:** The Board reserves the right to close the dock for repairs, emergency conditions or other circumstances deemed necessary.
- 21) **Dock Uses:** Members shall use the dock, walkways and parking area for reasonable and typical boating/watercraft activities. Members shall keep all areas clear of all gear, tackle and other obstructions, remove all trash and debris and dispose of properly.
- 22) **Dock Damages:** Any damage to the dock structure, any other structures, the walkway or parking area caused by a Member or their guests, due to negligence or improper use, shall be replaced by the Board and charged to the offending Member.
- 23) **Dock Alteration:** No alterations to the dock shall be permitted unless first approved by the Board upon request my the Member. The Board is under no obligation to approve any request.
- 24) **Boat Lift Installation:** Any Member wishing to install a Boat Lift must present to the Board a detailed request. The request must include size of boat, size of boatlift and contact information of the installer. All lifts must be of good quality and be able to sustain the weight of the boat so it will not do damage to the dock. In order to keep the dock area uniform, only black float boat lifts, and small control towers are permitted.  
The Board will consider all requests but is not obligated to approve.
- 25) **Guest and Visitors:** It is the responsibility of the Member to inform guests of the dock regulations of the Association and ensure compliance. No guest will be permitted to cause a disturbance. Common sense and courtesy to other Members are expected. Guests must be accompanied by an owner/member.
- 26) **Etiquette:** All dockers should be mindful and respectful of other Members and boats/watercraft when using the dock, walkway and parking areas.
- 27) **Assessments:** The Board reserves the right to issue an assessment in an amount to be specified to any Member whose violation of these rules result in costs to the Association, other boat owner's property and or private dock owners. This action may be taken in addition to suspension of dock usage privileges.
- 28) **Rule Adherence:** Violation of the dock rules shall be grounds for suspension of usage and or privileges. The Board may terminate the dock privileges of a Member for abuse or neglect in abiding by these Rules in whole or in part.