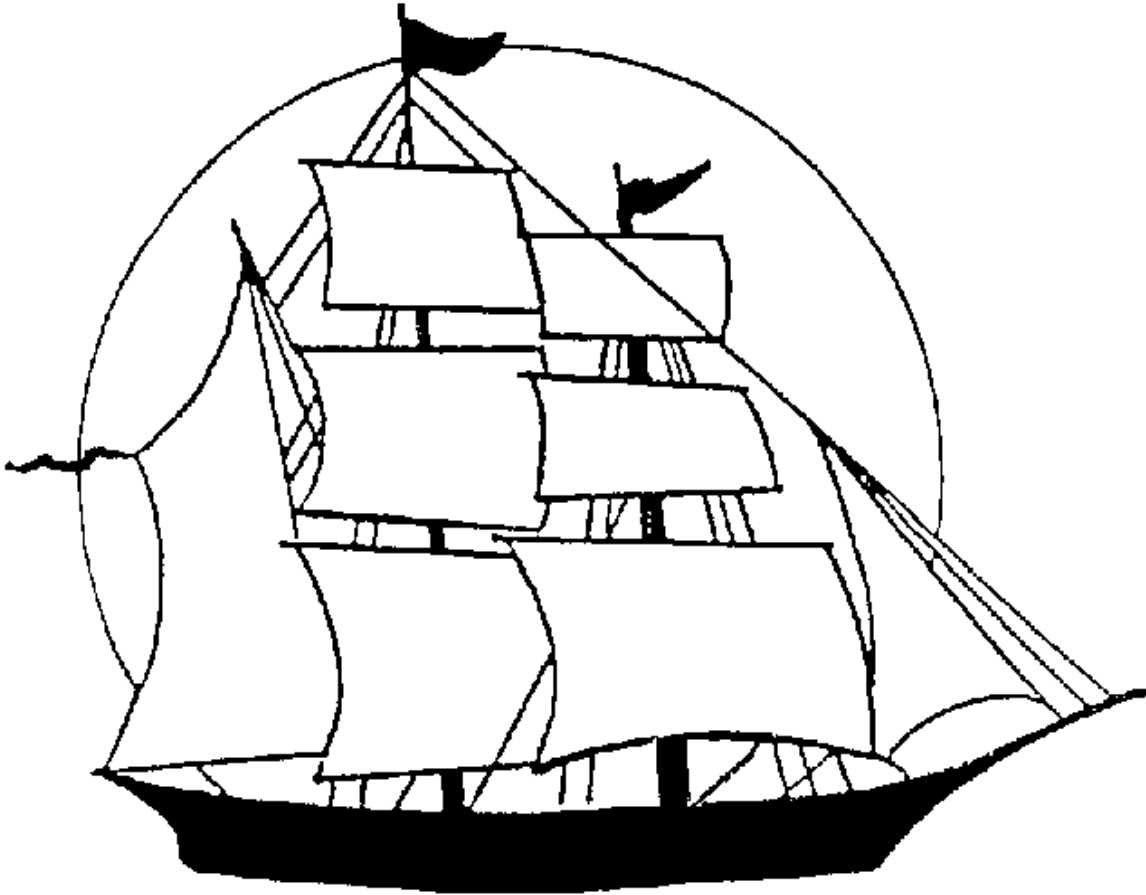


**RESTRICTIONS/RULES/REGULATIONS**  
**WINDJAMMER VILLAGE OF LITTLE RIVER, SC**  
**PROPERTY OWNERS ASSOCIATION**



**ADOPTED BY BOARD OF DIRECTORS**  
**JANUARY 31, 1998**

**REVISED: JUNE 19, 2004**  
**AUGUST 21, 2004**  
**JUNE 17, 2006**  
**JULY 14, 2007**  
**OCTOBER 15, 2007**  
**APRIL 17, 2008**  
**NOVEMBER 18, 2008**  
**MARCH 17, 2009**  
**MAY 19, 2009**  
**JULY 11, 2009**  
**AUGUST 17, 2010**

**FOREWORD:** The purpose of this document is to convey established criteria for the uniform and orderly operation of Windjammer Village. The basic elements of these criteria are defined in order of precedence as follows:

**RESTRICTION** - A legal binding obligation to which all property owners, individually and collectively, are subject. They are recorded on the files of Horry County, S.C. and may not be changed by the Association except as provided in the Declaration of Restrictions and Easements.  
Recorded dates are:

1/30/97 Revised Declaration of Restrictions and Easements.

**BY-LAWS** - The rules and stipulations adopted by the membership to govern the affairs of the Association.

**RULE** - A general statement of the Board of Directors adopted for the purpose of directing the conduct and governance of Windjammer Village

**REGULATION** - Board approved requirement binding on all members and guests to support and provide for the observance of established rulings.

**POLICY** - A statement adopted by the Board of Directors to govern the Board in meeting its obligation under the By-laws.

**PROCEDURE** - A Board approved statement or practice intended to achieve the intent of established policies.

**CODES AND EXPLANATIONS:** Each ruling denotes a derivation or source, in coded form, and a corresponding date which reflects the latest record of, and/or approval of that ruling. Rulings pertaining to restrictions and By-laws are written in condensed and/or paraphrased form. For complete and exact wording, refer to the Revised Declaration of Restrictions & Easements (attachment #1) or the By-laws handbook which is available in the POA office. Coded sources are:

DRC - Declaration of Restrictions and Easements - 1/30/97

BYL - By-laws.

BOD - Board of Directors.

MBR - Majority Membership.

The foregoing rulings are intended to incorporate, revise and update any rulings previously adopted. They may not, and are in no way intended to, alter, change or delete any of the previously recorded restrictive covenants. The Association reserves the right to revise rules and regulations from time to time by adding, deleting and changing various provisions thereto.

Under the By-laws, the Board of Directors shall have the power to provide for the adoption and publishing of rules and regulations governing the use of common properties. Enforcement of restrictions, rules and regulations of the Association is a power and duty of the Board of Directors.

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## I MEMBERSHIP RIGHTS & OBLIGATIONS

1. The new owner of any lot shall become a member in good standing of the Property Owners Association by paying an initiation fee equal to three (3) months dues in advance. Current Members of the Association shall be exempted from this fee when purchasing additional lots. Monthly dues shall commence at the time of membership and shall be paid in advance, annually, quarterly or monthly in order to remain a member in good standing. Only members in good standing will be afforded the rights specified in Article III, Paragraph 2 of the Bylaws. The owner of a lot(s) shall join the Property-Owners Association and pay dues in advance, either annually, quarterly or monthly. Dues and assessments must be received in the office of the POA or its agent by the 10th of the month for which they are due to avoid a late charge. A late charge will be assessed on each lot for every month overdue. Failure to pay these charges shall result in a lien placed upon the lot(s) and suspension of all POA privileges and rights, including voting rights. Monies received will be applied to the longest outstanding balance first.  
SOURCE: DRC 1/30/97; BYL 7/8/89; MBR 10/95; BOD 8/18/07; MBR 7/14/07

2. Members shall be entitled to a total of two (2) votes for each lot owned providing their payment of dues is current. Dues are considered current if they are paid for the full month prior. (Members who rent their property retain this entitlement).  
SOURCE: BYL 7/8/89; MBR 10/95

3. Members shall comply with the rules and regulations. Any infractions of rules and regulations by a tenant or a guest shall be the responsibility of the member.  
SOURCE: BYL 7/8/89

4. Members shall present a signed lease agreement for a rental property and fill out amenities document notifying the office whether they or their tenants receive the cards for amenities along with any restrictions placed on tenants.  
SOURCE: MBR 7/11/09

5. Members shall comply with "Security Regulations & Procedures" (see attachment #2).  
SOURCE: BOD 5/11/91

6. Individual owners of property located within the Village may post notices on the bulletin board at the clubhouse for the sale/rental of said property provided the sale of said property is being handled by the individual owner. All other real estate notices may be posted by the Realtor on the Real Estate bulletin board outside the POA office.  
SOURCE: BOD 5/11/91; BOD 4/17/04

7. Members should direct suggestions, complaints and requests for action to the Board in written form, dated and signed by the member.  
SOURCE: BOD 5/11/91

## II ROADWAYS

1. The speed limit on the main road known as Little River Drive is **20 MPH** unless otherwise indicated.

SOURCE: BOD 5/11/91

2. The speed limit on circle roads is **15 MPH**.

SOURCE: BOD 5/11/91

3. Stop signs and one-way signs shall be observed.

SOURCE: BOD 5/11/91

4. No vehicle shall park on, or have access to or from Little River Drive, (exceptions include specific deeded RV sites having a "drive-through" from Little River Drive to the circle road).

SOURCE: BOD 5/11/91

5. No garbage or debris shall be placed on Little River Drive.

SOURCE: BOD 5/11/91

6. Skateboards, skates and roller blades and scooters are prohibited on roadways, tennis courts, pool decks, picnic area and Clubhouse breezeway, but may be used in the Clubhouse parking lot areas and the basketball court.

SOURCE: BOD 7/13/96; BOD 4/17/04

7. ATVs are prohibited on the Roadways and Common Property. Any off road motorcycles, including dirt bikes, are not allowed to be operated on Village property.

SOURCE: BOD 7/12/03; BOD 6/17/06

8. All golf carts are to be marked with the appropriate lot number.

SOURCE: BOD 3/17/09

9. Any vehicle designed for use on major public highways must be operated in accordance with all SC and DMV rules and regulations when used anywhere on common property in Windjammer Village. Such rules include but are not limited to:

a. current vehicle registration and insurance

b. valid drivers license or permit [see [www.scdmvonline.com](http://www.scdmvonline.com)]

c. property owner of violators residence will be subject to a fine from Windjammer Village Board of Directors

SOURCE: BOD 8/17/10

### III REAL PROPERTIES

#### 1. Village - General

a. All lots shall be used for residential purposes only and no business or occupation shall be conducted on or from any lot in the Village.

SOURCE: DRC 1/30/97

b. The Association reserves unto itself, an easement over, upon, across and under all roads and each lot for the maintenance, erection, installation and use of public conveniences and utilities while maintaining reasonable standards of health, safety and appearance.

SOURCE: DRC 1/30/97

c. No tree(s) in excess of 4" in diameter may be removed without written approval by the BOD. If permitted, removal must be accomplished within 4 months.

SOURCE: BOD 3/9/96; DRC 1/30/97; BOD 4/17/04; BOD 2/19/05

d. No fences, walks, walls, ornamental or plant landscaping, or structure shall be located on any lot without approval by the Board.

SOURCE: DRC 1/30/97

e. Members shall comply with the "Pet Regulations" (see attachment #3).

SOURCE: BOD 5/11/91

f. Open fires are prohibited.

SOURCE: BOD 5/11/91; BOD 5/19/09

g. No modular or pre-constructed homes will be permitted within the boundaries of Windjammer Village without the prior written approval of the POA and then only if they meet standards established by the State of South Carolina and after strictly complying with standards for aesthetics, market value, and architectural quality then existing within Windjammer Village of Little River, S. C. No trees, fences, gates or posts may be removed from Common Property to facilitate installation of such homes.

SOURCE: DRC 1/30/97; BOD 10/11/97

h. No Windjammer Village funds shall be spent on alcoholic beverages. No alcoholic beverages shall be stored on common property. No alcoholic beverages will be served by anyone acting on behalf of Windjammer Village.

SOURCE: BOD 8/17/10

2. Private Lots and Homes

a. No building, fence, sidewalk, wall, drive or other structure shall be erected, placed or altered until the proposed building plans, specifications, exterior color or finish, plot plans, and construction schedule shall have been approved in writing by the Board. (Architectural Procedures & Requirements and Regulations for Builders may be obtained from the Architectural Committee or the POA office).

SOURCE: DRC 1/30/97

b. No mobile homes or house trailers will be permitted in the Village.

SOURCE: DRC 1/30/97

c. It shall be the responsibility of each lot owner to prevent development of any unclean, unsightly or unkempt condition.

SOURCE: DRC 1/30/97

d. In the event that the owner of any lot permits underbrush, weeds etc. to grow to a height of two (2) feet (except where approved) and on request, fails to have premises cut within sixty (60) days, the Board may arrange for removal of excess growth and/or trash at the expense of the owner not to exceed a cost of \$500 annually. This provision shall not be construed as an obligation on the part of the Association to provide garbage or trash removal service.

SOURCE: DRC 1/30/97

e. No noxious or offensive activity shall be carried on, nor shall anything be done tending to cause embarrassment discomfort, annoyance or nuisance to neighbors.

SOURCE: DRC 1/30/97

f. No commercial signs, including "For Rent", "For Sale" shall be erected except with written permission from the Board, and only if said sign is deemed reasonable and necessary to avert serious hardship to the property owner. Individual owners and/or their real estate agent may post notices on the real estate board near the Village entrance.

SOURCE: DRC 1/30/97

g. No lot shall be sub-divided or its boundary lines changed except with written consent of the Board. However, the Association reserves the right to re-plat any two or more lots in order to create a modified building lot. Any lot which has been "combined" and has received "reduced dues status" cannot be subsequently "divided" without Board of Directors approval and full payment of that portion of all dues which would have been due, plus 6% interest, from the date it was originally "combined". In all cases preliminary approval by the POA is required before going to Horry County. Proof that the property has been "legally" combined or divided by Horry County must then be submitted before any approval for construction or dues reduction will be considered. Lots may not be combined which contain more than one residence on the created lot.

SOURCE: DRC 1/30/97; MBR 7/95; BOD 10/11/97



2. Private Lots and Homes (cont'd)

h. No house trailers or mobile homes, towed campers or any other type of habitable motor vehicles of any kind, whether self-propelled or towed, trailers, large trucks, school buses, tractors, tractor trailers, construction equipment, machinery or a commercial vehicle with the manufacturers designation of over one ton capacity, vehicles displaying commercial signs or evidence of commercial activities including, but not limited to, ladders, pipe, tools, hose, business machinery or equipment of any type, boats, or boat trailers, shall be kept, stored, or parked on any lot, road, or common property (except in the storage compound area or in a garage) for more than one night per month. Also excepted are vehicles for construction and tradesmen who are working in and/or making deliveries within the Village at that time. Acknowledging the lack of electrical and water service at the compound, this time may be extended to one week (if extensive maintenance or modification is required) upon receiving permission and permit from the Board of Directors or Security Committee Chairperson.

Upon the violation of this section, the Board will duly notify any violator of the violation, and same must be corrected and removed from the premises within 24 hours. Subsequent similar occurrences will be an immediate violation, and will not be tolerated.

The failure to comply with this section and/or the notice to comply may subject the violator to penalties as stated in the Declaration of Restrictions and Easements filed December 16, 1977 or in subsequent legal rules.

SOURCE: MBR 7/8/95; BOD 8/12/95

i. Any dwelling or structure which has been destroyed in whole or in part, shall be rebuilt, or all debris removed with reasonable promptness. Fallen trees shall be removed within three (3) months, debris, within six (6) months.

SOURCE: MBR 7/9/94

j. Garbage shall be placed in plastic bags and set out in front of lot within circle on designated mornings prior to 9:00 A.M. Brush for pick-up shall be cut and baled into lengths no longer than five (5) feet. Garbage may also be disposed of in the dumpster at the compound.

SOURCE: MBR 7/9/94

k. Laundry items shall not be left hanging outside for prolonged periods (i.e., overnight). Permanent clotheslines and posts are prohibited, however, retractable and removable clotheslines are permitted.

SOURCE: MBR 7/9/94

l. A realtor, who brings clients into the Village, must accompany them at all times. This includes all clients admitted to the Village for an open house. Clients are not allowed to roam the Village at will. Real Estate agents must use their assigned entry code to gain access to the Village. This code is confidential and must not be given to clients. Real Estate agents are liable for their actions and the actions of their clients while in the Village. No signage of any type is allowed within the Village or on its common properties. This includes the parcel along Rt. 179. Balloons are considered signage.

SOURCE: BOD 4/18/94; BOD 6/19/04; BOD 10/15/07

2. Private Lots and Homes (cont'd)

m. No exterior antennas shall be permitted on any lot nor shall any "satellite dishes" be permitted on any lot without the express written approval of the Board of Directors. All applicants must first request permission from the Architectural Committee. In considering any request for approval to install a "satellite dish" the following rules will apply.

1. No dish larger than 18" in diameter will be approved.
2. No trees shall be removed to clear the line of sight required for the dish to operate properly.
3. The dish must be attached to the roof or side of the house without dangling wires.

Where possible, the dish should be mounted lower than the roof line of the house and be as unobtrusive as possible.

The Architectural Committee is responsible for advising property owners on the acceptability of proposed dish installations and in formulating recommendations to the Board for action. The Board of Directors is responsible for interpreting and enforcing the rules.

SOURCE: DRC 1/30/97; BOD 10/11/97

n. Personal Watercraft and their trailers, ATVs or their trailers shall not be kept, stored or parked on any lot, road or common property except the storage compound or in a garage for more than one night per month. Upon violation be notified and subject to fines. Kayaks and unmotored watercraft or surfboards small enough to be easily carried by one person and transported on a car roof rack can be neatly stored on the side or rear of the house if placed in an inconspicuous place or covered as to not distract from the neighborhood.

SOURCE: BOD 7/12/03; BOD 5/19/09; MBR 7/9/11

IV COMMON FACILITIES

1. Village - General

a. Members, their spouses and children who reside with them shall have the right to use facilities and services offered by the POA. Members may also bring guests to use facilities subject to limitations as may be imposed by the Board.

SOURCE: BYL 7/8/89

b. Members who are in arrears with dues/assessments or are in violation of Restrictions/Rules/Regulations, will upon written notification, be denied use of common facilities.

SOURCE: BOD 5/11/91

c. No private parties will be allowed on common facilities. (exception: see "Clubhouse, item b.")

SOURCE: BOD 5/11/91

d. Discharge of fireworks is prohibited in the Village. No discharge of any firearm or projectile shall be permitted on Village property. This will include, but not be limited to, paint ball guns, BB or pellet guns, dart guns, slingshots, any type of fireworks, or any other object which has the potential to injure, threaten, or endanger life, property, or the personal safety and well-being of the property owners, residents, and guests of the Village. This policy will be *strictly enforced* against all property owners, residents, and their guests. Any hunting or target practice is strictly forbidden. These restrictions do not preclude or alter County enforcement of any act of endangerment committed on private property.

SOURCE: MBR 7/9/94; BOD 4/17/04; BOD 4/17/08

## 2. CLUBHOUSE

a. Members may reserve the Clubhouse, in whole or in part, for private activities. Scheduling is contingent upon availability and subject to Social Committee Procedures and Board of Directors approval. A donation and deposit are required. Deposit will be refunded after the affair, providing the Clubhouse is left in satisfactory order. Any damages in excess of the deposit will be the responsibility of the host POA member. This reservation excludes the use of the facility by any other POA members during the period of time of the reservation.

SOURCE: BOD 4/11/92; BOD 9/20/97

b. No outside organization is allowed to reserve use of the Clubhouse, even if a POA member is part of that organization.

SOURCE: BOD 5/11/91

c. Use of Clubhouse by individuals or programmed activities shall in no way offer any program which is of a commercial nature for monetary gain or recognition.

SOURCE: BOD 5/13/95

d. Members may invite guests to POA activities and events in the Clubhouse with a limitation of two (2) adults and their minor children per household unless room is available for more.

SOURCE: BOD 5/11/91; BOD 5/19/09

e. No minor (under age 18) permitted in the clubhouse except all-ages Game Room unless accompanied by an adult (over age 18).

SOURCE: BOD 2/28/93; BOD 7/13/02; BOD 4/17/04; BOD 5/19/09

f. Persons in wet bathing suits are not allowed in the Clubhouse or Game Room.

SOURCE: BOD 5/11/91; BOD 7/13/02; BOD 5/19/09

g. The Clubhouse will be open from 6:00AM to 10:00PM. At any other time, programmed membership activities will have legal access to clubhouse. Those using the clubhouse, other than these hours, shall be responsible for locking the clubhouse.

SOURCE: BOD 2/28/93; BOD 6/19/04; BOD 5/19/09

h. No smoking in enclosed areas of Clubhouse.

SOURCE: BOD 10/9/93

i. No smoking or alcoholic beverages in the game room.

SOURCE: BOD 7/12/08

j. No equipment may be removed from the premises without specific permission of the Social Chairman. No equipment borrowed may be removed from the Village.

SOURCE: BOD 11/12/94

### 3. SWIMMING POOL AND PICNIC AREA

a. Members, tenants and guests shall comply with "Pool Regulations" (see attachment #4).

SOURCE: BOD 5/11/91; BOD 5/19/09

b. Members who wish to use the picnic area for a large group of guests must follow these guidelines. No outside organization is allowed to use the Picnic Area even if a POA member is part of that organization.

(1) Picnics involving more than ten (10) people must obtain permission from the Social Committee and have Board of Directors approval.

(2) There must be fifteen (15) days notice.

(3) No more than twenty-five people in the group

(4) Four (4) hour maximum time period

(5) No alcohol or music (deleted: SOURCE: BOD 1/15/05)

(6) There is a \$25.00 deposit to be returned within five (5) working days if the area and equipment are properly cleaned.

SOURCE: BOD 1/10/98

### 4. PIER, DOCK, AND COMPOUND AREA

a. Members shall identify crab traps with their name and address (State Law). No other person(s) shall tamper with these traps.

SOURCE: BOD 5/11/91

b. Crab traps and bait buckets are not allowed on the waterway side of the pier head (fishing area). Tethered traps shall be kept baited and checked daily. Unbaited and/or unidentified traps will be removed from the pier and placed at the gazebo.

SOURCE: BOD 5/11/91; BOD5/19/09

c. No fishing or crabbing allowed on floating dock.

SOURCE: BOD 5/11/91

d. Members and tenants shall comply with "Policy and Regulations for the Storage Compound" (see attachment #5).

SOURCE: BOD 5/11/91; BOD 5/19/09

e. Disposal of brush and bagged leaves shall be placed in the appropriate area at the compound. Limbs 3" in diameter or larger shall not be placed in this area; property owners are responsible for taking limbs 3" in diameter or larger to the Horry County Recycling Centers. Regular garbage and recycled items shall be placed in the appropriate containers.

SOURCE: BOD 6/9/01

f. The tie-up of a boat unattended is limited to one hour maximum

SOURCE: BOD 4/11/92

g. No swimming, diving, jumping from the pier or docks.

SOURCE: BOD 8/21/04

DECLARATION OF RESTRICTIONS & EASEMENTS  
REVISION January 30, 1997

1. The recitals set forth hereinabove are incorporated herein and made a part and parcel of this Revised Declaration of Restrictions and Easements.
2. All lots shall be used for residential purposes exclusively and no business or occupation of any type or kind shall be conducted on or from any Lot within Property.
3. No building, fence, sidewalk, wall, drive or other structure shall be erected, placed, or altered on any Lot until the proposed building plans, specifications, exterior color or finish, plot plans (showing the proposed location of such building or structure, drives, parking areas and drainage facilities), and construction schedule shall have been approved in writing by the Association. Refusal of approval of plans, location, or specifications may be based upon any ground, including purely aesthetic considerations, which in the sole and uncontrolled discretion of the Association shall seem sufficient. No alterations may be made in such plans after approval is given except by and with the written consent of the Association. No alteration in the exterior appearance of any building or structure shall be made without like approval by the Association. One copy of all plans, specifications, and related data shall be furnished to the Association for its records.

In order to preserve the natural beauty of the Lots within the Property, the Association reserves unto itself, its successors and assigns, the absolute right to control and decide the precise site and location of any structure on any Lot within the Property.

4. No fences, walks, walls, statues or structures of any type or kind shall be located on any Lot within the Property unless the same shall have been approved in writing by the Association. Sidewalks are defined as walkways adjacent or parallel to the roadway.
5. It shall be the responsibility of each property owner to prevent the development of any unclean, unsightly or unkempt condition on their Lot(s) which shall tend to substantially decrease the beauty of the neighborhood as a whole or the specific area.
6. No noxious or offensive activity shall be conducted upon any Lot, or in any dwelling nor shall anything be done thereon or therein which may be or may become an annoyance or nuisance to the neighborhood. Companion pets such as birds, domesticated cat, fish, dogs and other small mammals are permitted with the Property. No owner may keep nondomesticated cats, non-human primates, horses, or other farm livestock or zoo type animals on the Property. Pets must be on a leash or carried when on common property. It shall be the owner's obligation to dispose of waste material from pets. The Association shall have sole discretion to deem a pet a nuisance. In the event the pet has been deemed a nuisance, the Association shall give written notice to the pet owner and take necessary legal action to remove the pet from the property. A pet not on a leash shall be deemed a nuisance. Failure to clean the waste material from a pet shall be deemed a nuisance.

DECLARATION OF RESTRICTIONS & EASEMENTS  
REVISION January 30, 1997

7. In the event that the owner of any Lot permits any underbrush, weeds, etc. to grow upon any Lot to a height of two (2) feet, except as part of a landscaping plan approved by the Association, and on request fails to have the Lot cut within sixty (60) days, the Association or its agents may enter upon said Lot to remove the same at the expense of the owner; provided, however, that such expense shall not exceed \$500.00 annually. The Association or its agents may also enter upon said Lot to remove any trash which has collected on said Lot without such entrance and removal being deemed a trespass, all at the expense of the owner of said Lot; provided, however, that such expense shall not exceed \$500.00 annually. This provision shall not be construed as an obligation on the part of the Association to provide Lot maintenance services or garbage or trash removal services.

8. No commercial signs, including "for rent", "for sale" and other similar signs shall be erected or maintained on any Lot except with the written permission of the Association, it being understood that the Association will not grant permission for said signs unless their erection is reasonable and necessary to avert a serious hardship to the Lot owner. Property identification and like signs exceeding a combined total of more than two (2) square feet may not be erected without the written permission of the Association.

9. No exterior antennas shall be permitted on any lot nor shall any "satellite dishes" be permitted on any lot without the express written approval of the Board of Directors. All applicants must first request permission from the Architectural Committee. In considering any request for approval to install a "satellite dish" the following rules will apply:

1. No dish larger than 18" in diameter will be approved.
2. No trees shall be removed to clear the line of sight required for the dish to operate properly.
3. The dish must be attached to the roof or side of the house without dangling wires. Where possible, the dish should be mounted lower than the roof line of the house and be as unobtrusive as possible.

The Architectural Committee is responsible for advising property owners on the acceptability of proposed dish installations and in formulating recommendations to the Board for action. The Board of Directors is responsible for interpreting and enforcing the rules.

SOURCE: BOD 1/13/96; BOD 10/11/97

10. The Association reserves unto itself, its successors and assigns, a perpetual inalienable and releasable easement over, upon, across, and under all roads and each Lot for the maintenance or use of said road and for the erection, maintenance, installation, and use of utility poles, wires, cables, conduits, sewers, water mains, and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, water, cable television, community television systems, or other public conveniences or utilities and the Association may further cut drainways for surface water wherever such action may appear to the Association to be necessary in order to maintain reasonable standards of health, safety, and appearances. These easements and rights expressly include the right to cut any trees, bushes, or shrubbery, make any gradings of the soil, or to take any other similar action reasonable or necessary to provide economical and safe utilities installation and to maintain reasonable standards of health, safety, and appearance.

DECLARATION OF RESTRICTIONS & EASEMENTS  
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11. No trees over four (4) inches in diameter may be removed without the written approval of the Association.

12. No Lot shall be subdivided, or its boundary lines changed, except with the written consent of the Association.

13. The use of each Lot within Property and related recreational facilities shall be subject to rules and regulations as may be adopted and implemented by the Association from time to time which shall be applied on a uniform basis to all Lots located within Property.

14. All owners of Lots within the Property shall be members of the Windjammer Village of Little River, South Carolina Property Owners Association, and shall pay dues, fees, charges, penalties and assessments, assessed or imposed by the Association including, but not limited to, charges for road maintenance and security services. The failure to pay these charges shall result in a lien upon the Lot and suspension of all POA facility privileges and other membership rights and privileges.

15. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon any Lot subject to assessment; provided, however, that such subordination shall apply only to assessments which have become due and payable prior to a sale or transfer of such Lot pursuant to a decree of foreclosure, or any proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such Lot from liability for any assessments thereafter becoming due, nor from the lien of any subsequent assessment.

16. All covenants, restrictions and affirmative obligations set forth in this Revised Declaration of Restrictions and Easements shall run with the land and shall be binding on all parties and persons claiming under them for a period of ten (10) years from date of recording, after which time said covenants shall be automatically extended for successive five (5) year periods unless an instrument signed by a Majority of the then owners affected by said covenants has been recorded agreeing to change said covenants in whole or in part.

Nothing herein shall be deemed to abridge or rescind any previously adopted By-laws or rules and regulations of Windjammer Village Property Owners Association unless there is a conflict with this document. If there is a conflict the provisions of this document shall prevail.

17. In the event of a violation or breach of any of these restrictions by any property owner, or agent of such owner, the owners of Lots in Windjammer Village, or any of them jointly or severally, shall have the right to proceed at law or in equity to compel a compliance with the terms hereof or to prevent the violation or breach in any event. In addition to the foregoing, the Association shall have the right, whenever there is maintained on any Lot within the subdivision or there shall have been built on any Lot in the subdivision any structure which is in violation of these restrictions, to enter upon the property where such violation exists and summarily abate or remove the same at the expense of the owner, if after thirty (30) days written notice of such violation it shall not have been corrected by the owner. Any such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any right, reservation, restriction or conditions contained in this Revised Declaration of Restrictions and Easements, however long continued, shall not be deemed a waiver of the right to do so hereafter, as to the same breach or as

DECLARATION OF RESTRICTIONS & EASEMENTS  
REVISION January 30, 1997

to a breach occurring prior or subsequent thereto and shall not bar or affect its enforcement. The invalidation by any court of any restrictions in this Revised Declaration of Restrictions and Easements shall in no way affect any of the other restrictions, but they shall remain in full force and effect.

18. All rules, regulations, and procedures as may be adopted by the Association are adopted as restrictions of this Revised Declaration of Restrictions and Easements as fully as if they were set out verbatim herein, and a copy of said latest rules, regulations, etc. may be picked up at the Association office at which shall be kept a current list of Association membership dues status.

19. No mobile homes or house trailers will be permitted in the subdivision. No modular homes will be permitted in the subdivision without the prior written approval of the Association.

20. No motorized vehicles may be operated on any roads on the Property by anyone not old enough to obtain a drivers license. All vehicles must be in good working order and not used after dark without working lights.

21. Failure to Comply. Failure of a Lot owner to comply with this Revised Declaration of Restrictions and Easements or Rules and Regulations shall provide the Association with the right to bring legal action in law or in equity, including but not limited to an action for injunctive relief, damages, or a combination thereof. All costs and expenses incurred by the Association in terminating or resolving a violation of this Revised Declaration of Restrictions and Easements, inclusive of attorneys' fees (whether or not litigation is instituted) shall be the responsibility of the Property owner determined by the Association to be in violation.

22. In addition to all other remedies set forth herein to enforce compliance with the provisions hereof, the Association shall also have the following rights and powers:

A. Notice of Infraction. In the event of a violation or infraction hereof, Association shall notify the Lot owner(s) of the infraction or infractions by mail with return receipt requested or by hand delivery. Included with such notice will be a copy of the specific restriction, covenant, rule, regulation or by-law that has allegedly been violated and the time date and location of the next regular or special Board of Directors meeting. At such meeting, the owners shall have the opportunity to present reason, either in person or by letter, why the penalties hereinafter set forth should not be imposed.



DECLARATION OF RESTRICTIONS & EASEMENTS  
REVISION January 30, 1997

B. Penalties. In the event a majority of the Board of Directors determines that there was in fact an infraction or continues to be an infraction hereof, the Board of Directors may impose special penalties against the violating Lot owner as follows:

1. First non-compliance or violation of a particular restriction, covenant, rule, regulation or by-law: A fine not to exceed (\$100) One Hundred Dollars;
2. Second non-compliance or violation of a particular restriction, covenant, rule, regulation or by-law: A fine not to exceed (\$200) Two Hundred Dollars;
3. Third non-compliance or violation of a particular restriction, covenant, rule, regulation or by-law: A fine not to exceed (\$300) Three Hundred Dollars;

In order for there to be imposed a penalty for a second or third violation of the same restriction, covenant, rule, regulation or by-law, the provisions for notice and an opportunity to be heard as set forth in subparagraph 22. A above must be complied before each additional penalty is imposed.

Notice of all decisions to impose penalties in accordance with this paragraph 21 shall be given to the violating Lot owner within five (5) days of the Board of Directors meeting. The penalty imposed shall be due within (10) ten calendar days after the notice of imposition of the penalty is given. If the assessment is not paid within forty (40) days after the date such notice is given, the penalty shall bear interest from the date when due at the legal rate of interest for Judgments in the state of South Carolina.

The amount of the penalties set forth above may be adjusted up or down upon a majority vote of the Lot owners affected by this Revised Declaration of Restrictions and Easements.

SECURITY REGULATIONS AND PROCEDURES  
(Approved by Board 2/21/04)

1. **Bar Coded Window Sticker** entry into Windjammer

a. The primary method for residents to enter the village is by use of the Bar Coded Window Sticker. Residents must use the “resident” lane of the left side of the island.

b. Bar Coded Stickers shall be issued to each verified lot owner, renter, and members of their immediate family living in Windjammer Village (limit 4 per family). Each Bar Coded Sticker shall be assigned to a specifically identified vehicle, and are not transferable. State and License Number changes must be reported to the POA Office. All stickers expire and will be invalidated upon termination of membership in the Association.

c. POA members who rent out their property, may retain use of their Sticker for the purpose of checking on their property and renters. Stickers issued to Renters will expire and will be invalidated upon termination of the rental agreement.

2. **Telephone System** entry into Windjammer Village

a. The primary method of entry into the village by Visitors is by use of the Telephone System. Visitors must use the “visitors” lane on the right side of the island. For this purpose, the term “visitor” includes relatives, friends, guests, contractors and vendors.

b. Residents are listed alphabetically (by last name) in the Electronic Window. Visitors will scroll to the last name and enter the 3 digit code. The resident must answer the telephone and press 9 to open the gate.

c. This system may also be used by residents returning to the village in a vehicle of another person, taxi, etc.

3. **Proximity Card** entry into Windjammer Village

a. Proximity Cards are the primary method of entry into the village for residents in a vehicle of another person, motorcycle, taxi, and they may be used for frequent visitors, health care professionals, etc. (limit two per household). Proximity Cards may not be issued as a substitute for Bar Coded Window Stickers.

b. The Proximity Card is a Coded Card and identified to the lot owner or renter. A Proximity Card Reader is located in the visitor’s lane, which scans the Card and opens the gate.

c. Bar Coded Window Stickers and Proximity Cards that are lost, stolen, or mutilated will be invalidated and a new one may be issued for a \$7.00 fee. Proximity Cards expire and will be invalidated upon termination of a rental agreement or membership in the Association.

SOURCE: BOD 11/18/08

SECURITY REGULATIONS AND PROCEDURES  
(Approved by Board 2/21/04)

4. **Key Pad** entry into Windjammer Village

a. Key Pad equipment is located in the visitor's lane and requires the entry of a Key Pad Code to enter the village.

b. Key Pad Codes will be issued to Utility Companies (electric, water, sewer, telephone, Cable TV, garbage), Mail Trucks, UPS, Fed Ex, Coast Guard, DNR, health care professionals, etc., contractors doing business with the village and other Government and local agencies.

c. When a work project has been approved by the Architectural Committee or other application is approved by the Board, the resident may request that a Key Pad Code be issued to their contractor. The code will be valid only during the hours, days and time period that is approved, and will be invalidated at the end of the work project..

5. **Responsibility** for entry into Windjammer Village

a. Bar Coded Window Stickers, Proximity Cards and Key Pad Entry Codes must be requested by the lot owner/resident at the POA office during normal office hours.

b. The resident is responsible for getting their visitors into the village, using one of the available methods. The resident is further responsible for the actions of their visitors, including any damage done to security gates and related equipment, whether caused by the resident or their visitor.

c. Lot owners and residents are responsible for the use of misuse of Bar Coded Window Stickers, Proximity Cards and Key Pad Codes which were issued at their request and must notify the POA office of any change which requires these codes to be invalidated.

6. **Parking** in Windjammer Village

a. Vehicles of residents and their guests must be parked on their lot or in designated parking spaces. No vehicle may be parked on Windjammer Village Common Property for more than 24 hours, except in the Compound Area.

b. Vehicles, boats, trailers, etc. parked inside the locked Compound Storage Area must be parked in their space assigned by the Compound Coordinator. The space outside the locked Storage Area is available for "temporary" parking only.

7. **Boat Ramp and Docks**

The boat ramp and docks are for the use of Windjammer Village Members only. Residents must obtain a Boat Pass from the POA office prior to any visitor bringing a boat into the village. The Boat Pass must be displayed in sight in the visitor's vehicle.

PET REGULATIONS

(Approved by Board 05/11/91 and 8/9/97)

1. Pets (including cats) are not allowed to run at large in the village. Dogs must be restrained by a leash when being walked on the common properties, except... they may be unleashed for play and exercise in the area of the dump and the waterway at the shellbank provided they are supervised and are not allowed to become a nuisance. No dogs, leashed or unleashed are allowed on the fishing pier.
2. Feces shall be disposed of in a responsible manner.
3. If a dog is tethered outdoors, the owner must show consideration for peace and comfort of other residents. Prolonged, excessive barking is not permitted. Also, the dog's area must be cleaned up frequently enough to prevent offensive odors from bothering neighbors.
4. Should a resident deem a pet to be a nuisance, he/she should discuss the matter with the owner. If mutual satisfaction is not obtained by that action, either party may petition the Board of Directors

POOL REGULATIONS  
(Approved by Board 5/11/91)  
(Approved by Board 8/16/03)

1. Pool hours - 9:00 AM to 10:00 PM seven days a week.
2. "Swim at your own risk" policy.
3. Proper swim suits (bathing suits) required. BOD 10/9/99
4. Shower before entering pool.
5. Children under age 12 must be accompanied by an adult (18+).
6. No diaper dependent person is allowed in the main pool. If a diaper dependent person goes into the pool and causes the pool to have to be cleaned, that person will be subject to a fine and costs to clean the pool.
7. No children over 7 allowed in kiddie pool unless accompanied by an adult.
8. Consideration for the enjoyment & safety of others is required.
9. No running, pushing, shouting or other boisterous behavior.
10. No bikes, skates, skateboards, or ball playing.
11. No diving in pool.
12. No floats in pool when it is crowded.
13. Food allowed in picnic area only. All types of beverages and drinks are allowed on the cement decking poolside, at the poolside tables and chairs. No drinks allowed in the pool. (BOD 06/16/07)
14. Ear phones required for all sound equipment.
15. Glass bottles and/or glass containers of any kind are prohibited in the pool itself and the concrete portion of our decking surrounding the pool, lower and upper level decks. Glass is allowed in the grass/woodchip picnic area and clubhouse. Consumption of food or beverages in glass containers/bottles is prohibited in the breezeway and bathrooms. Transporting those unopened items to the clubhouse or picnic area is allowed. (BOD 10/15/07)
16. No pets.
17. Use trash cans and ash trays.

SAFETY AND CLEANLINESS ARE EVERYONE'S RESPONSIBILITY..!

POLICY & REGULATIONS FOR STORAGE COMPOUND

(Approved by Board 1/10/98)

(Item 3 Revised by Board of Directors 11/18/08)

It shall be the policy of the Board to maintain a storage compound for the convenience of the membership, subject to the regulations of the Security Committee and the Agreement for Space Assignment as approved by the Board.

Use of the compound area for storing vehicles is not mandatory. This in no way obviates the requirement of Section III, Item 2. h. of the Restrictions/Rules/Regulations, but recognizes that private storage facilities are available in the local area.

1. The Security Committee shall be responsible for the regulation of the Storage Compound and shall provide the Board with an annual report prior to July 1 concerning its operation. The Maintenance Committee shall maintain the facility in accordance with established procedures.
2. Spaces within the compound area will be assigned on a first-come, first served basis. Assignments will be for one (1) year, after which time the assignment must be renewed by executing a new Agreement for Space Assignment. Assignments are not transferable. Spaces will not be assigned for future use.
3. No more than one (1) space will be assigned to any POA property owner regardless of the number of lots owned. In the case of rental property, the space may be retained by the owner or passed over to the renter provided there are open spaces and no one on waiting list. Additional spaces will not be assigned in the fenced in area.
4. Only items **owned** by the property owner (or assigned renter) may be stored in the fenced compound or assigned tie-down spaces.
5. The storage compound coordinators have the authority to assign spaces as required for the most effective utilization of space considering the physical dimensions and maneuverability of stored items.
6. Vehicles or other stored equipment may be temporarily relocated to the owner's property for effecting repairs and maintenance. This recognizes the lack of electricity and water in the compound area.
7. Action will be taken to remove from the compound area vehicles that meet the classification of "derelict" vehicles according to the laws of the State of South Carolina.
8. The property owner to whom a space is assigned is responsible for maintaining that space free of growth and vegetation. Failure to do so could result in the space assignment being revoked.
9. The Storage compound coordinators have authority to interpret the rules as approved by the Board and to recommend action including fines.