

Wedgefield Plantation Association Policy Manual

SECTION V

COVENANTS

1. COVENANT #11 – SIGNS

1.01 Purpose:

This is to clarify Section 11 of the "Conditions, Covenants, and Restrictions" attached to the deeds of Wedgefield Plantation property owners.

Wedgefield Plantation Association recognizes that prohibiting the placement of signs advertising property for sale or rent can be a serious hardship to property owners. Consequently, this policy was adopted.

1.02 General Policy:

No commercial signs, including "FOR RENT," "FOR SALE," and any similar signs, shall be erected or maintained on any lot except with the written permission of the Grantors.

1.03 Real Estate Signs – "For Rent" or "For Sale"

- 1.03.01 If the property is listed with a realtor, then the realtor must provide a copy of the listing, a copy of the work order to place the sign, a letter stating which lot the sign is to be placed on, or submit a Temporary Sign Application (see Appendix V-1). (Rev. 4/21/15)
- 1.03.02 If the property is being sold "By Owner," then a "Temporary Sign Application" must be completed. Refer to Appendix V-1.
- 1.03.03 One sign may be placed on the front of the property and one sign may be placed in the rear of the property, but no more than two signs maximum are permitted.
- 1.03.04 Each sign shall be no larger than 2' x 3' maximum.
- 1.03.05 Any sign in the front of the property must be set back at least 15 feet from the edge of the pavement.
- 1.03.06 Signs will be maintained in a manner such that the signs are not unsightly (hand-lettered signs will not be approved).
- 1.03.07 Signs will be promptly removed when their function is complete.

1.04 Real Estate "Open House" Signs:

1.04.01 Signs announcing real estate "Open House" may be placed on the property in addition to those above as long as they are placed and removed on the same day as the "Open House." There can be no more than one and they shall be no larger than 2' x 2'.

1.04.02

The Board shall designate the Office Clerk to act as an authorized agent to approve Real Estate Signs, including "For Sale," "For Rent," and "Open House" which fall within this policy. Approval of all other signs must be obtained from a majority of the Board.

1.05 Yard Sale Signs:

Signs announcing "Yard Sales" may be placed on the property as long as they are placed and removed on the same days as the "Yard Sale." There can be no more than one, and they shall be no larger than 2' x 2'. Directional signs are permitted.

1.06 Political and Other Commercial Signs:

1. **1.06.01** No commercial signs shall be allowed to be posted on any property within Wedgefield Plantation that is covered by our Conditions, Covenants, and Restrictions.
2. **1.06.02** Political signs may be displayed 30 days prior to an election and should be removed within 7 days after the election.

1.07 Golf Course Signs:

May be posted on Golf Course Property.

2. COVENANT #15 - TRAILERS

The Board shall interpret prohibiting "trailers" to mean "house trailers." Prohibition of "boat trailers" is not intended.

- 2.01** Boats and/or boat trailers may be placed on the owner's lot provided the placement of such does not interfere with a neighbor's view of the golf course or marshes. Every effort should be made to have their storage be as inconspicuous as possible.
- 2.02** There shall never be more than two boats and two trailers on any one lot.
- 2.03** Nothing shall be stored on vacant lots in Wedgefield. "Vacant lots" are lots of record

upon which no dwelling sits, or upon which no permitted dwelling is under construction. Items, which are prohibited in vacant lots, include but are not limited to boats, trailers, campers, automobiles, motorcycles, lumber, bricks, and other construction material. (Refer to Covenants, Section 6.)

2.04 At no time shall boats and/or boat trailers be placed on Association common ground except at the Marina and then only within the policy governing the Marina.

3. COVENANT #7 OUTSIDE BURNING (Rev. 4/21/15)

Relating to Covenant #7 (noxious or offensive activity) as pertaining to outside burning, the following restrictions and definitions shall apply:

1. Open burning of trash or yard debris shall be prohibited at all times. Trash will be defined as garbage, paper products, styrofoam, or any similar materials. Yard debris will include leaves, branches, clippings, or outdoor dead plant materials.
2. Contained fires in firepits, burn barrels, or pots used for recreational purposes or cooking, outdoor fireplaces, and grills shall be permitted.

4. FINES FOR NONCOMPLIANCE WITH RESTRICTIONS

The Board of Directors is vested with the authority and responsibility to enforce the restrictions applicable in Wedgefield Plantation. The WPA Board is also authorized to adopt reasonable rules and regulations to facilitate enforcement.

The following procedure does not apply to ARC enforcement and fines:

The Board of Directors shall have the authority, at its sole discretion, to impose fines upon a property owner for failure of the owner, his family, guests, invitees, agents, or employees to comply with any restriction, By-Law, or rule provided that:

4.01 Notice:

The Association shall notify the property owner in writing of the infraction(s). Included in the notice shall be (1) a description of the particular violation(s) and (2) the date and time of the next meeting of the Board of Directors, at which time the Board of Directors shall discuss the violation(s); and the property owner may appear and present reasons why the fine(s) should not be imposed.

4.02 Hearing:

At the next meeting of the Board of Directors following the issuance of the written notice, the Board of Directors shall consider the violation(s), and shall permit the affected property owner to present reasons why a fine(s) should not be imposed. The Board shall submit its written decision regarding the imposition of the fine(s) not later than 15 days after the Board meeting, and a copy of the Board's decision shall be sent to the property owner by regular U.S. mail.

4.03 Fines:

The Board of Directors may impose fines as follows:

3. First non-compliance or violation – a reasonable fine not to exceed \$50.
4. Second non-compliance or violation – a reasonable fine not to exceed \$100.
5. Third and subsequent non-compliance or violation(s) which are of a continuing nature – a reasonable fine not to exceed \$200.

4.04 Payment of Fines:

Fines shall be paid not later than 30 days after notice of the Board of Directors' decision to impose the fine(s).

4.05 Non-exclusive Remedy:

These fines shall not be construed to be exclusive and shall be in addition to any and all other rights and remedies to which the Association may be legally entitled; however, any penalty paid by the offending property owner shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such property owner.

CONDITIONS, COVENANTS AND RESTRICTIONS APPLICABLE TO SINGLE FAMILY LOTS

(The Conditions, Covenants and Restrictions covering condominium property are included in the various Condominium Declarations.)

I. No Building, fence or other structure shall be erected, placed or altered on this lot or these lots until the proposed building plans, specifications, exterior color or finish, plot plan (showing the proposed location and elevation of such building, fence, drives, and parking area), and construction schedule shall have been approved in writing by Wedgefield Associates, its heirs, successors or assigns. Refusal or approval of plans, location or specifications may be based by

the grantor upon any grounds, including purely aesthetic consideration, which the grantor, in its sole and uncontrolled discretion, shall deem sufficient. No alterations in the exterior appearance of any building or structure shall be made without like approval by the grantor. One (1) copy of all plans and related data shall be furnished the grantor for its records.

2. No plans will be approved unless the proposed house shall have a minimum of fifteen hundred (1500) square feet of "enclosed living area". The term "enclosed living area" as used in these minimum-size requirements shall mean the total enclosed area within a dwelling, provided, however, that such term does not include garages, boat sheds, terraces, decks, open porches, and the like area; provided further, that the shed type porches, even though attached to the house, are specifically excluded from the definition of the aforesaid term "enclosed living area".

3. Since the establishment of standard inflexible building set back lines for location of houses on lots tends to force construction of houses both directly behind and directly to the side of other homes and directly to the side of other homes with detrimental effects on privacy, view, preservation of important trees, etc.: no specific set-back lines are established by these covenants. In order to assure, however, that location of houses will be staggered where practical and appropriate so that the maximum amount of view and breeze will be available to each house, and that structures will be located with regard to the topography of each individual lot, the location of large trees and similar considerations, the grantor reserves unto itself, its heirs, successors and assigns, the right to control absolutely and solely to decide the precise site and location of any house or dwelling or other structure upon all lots. Provided, however, that such location shall be determined only after reasonable opportunity is afforded the lot owner to recommend a specific site, and provided further, that in the event an agreed location is stipulated in writing in the contract of purchase, the grantor shall approve automatically such location for a residence.

4. The exterior of all houses and other structures must be completed within one (1) year after the construction of same shall have commenced, except where such completion is impossible or would result in great hardship to the owner or builder due to strikes, fires, national emergency or natural calamities.

5. The lot or lots described herein shall be used for residential purpose exclusively. No structure, except as hereinafter provided, shall be erected, altered, placed or permitted to remain on any lot other than one (1) detached single family dwelling and one accessory building which may include a detached private garage and/or servants quarters, provided the use of such dwelling or accessory building does not overcrowd the site and provided further, that such building is not used for any activity normally conducted as a business. Such accessory building may not be constructed prior to the construction of the main building.

6. It shall be the responsibility of each lot owner to prevent the development of any unclean, unsightly or unkempt conditions of buildings or grounds on such lot, which shall tend to substantially decrease the beauty of the neighborhood as a whole or the specific area.

7. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood. There shall not be maintained any plants or animals, or device or thing of any sort whose normal activities or existence is in any way noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of the other property in the neighborhood by the owners thereof.

8. In order to implement effective insect, reptile and woods fire control, the grantor reserves for itself and its agents, heirs, successors and assigns, the right to enter upon any residential lot on which a residence has not been constructed and upon which no landscaping plan has been implemented (with prior written approval of the grantor for such plan), at the expense of the grantee, his heirs, successors: distributes and assigns, such entry to be made by personnel with tractors or other suitable devices, for the purpose of mowing, removing, clearing, cutting or pruning underbrush, weeds or other unsightly growth. which in the opinion of the grantor detracts from the overall beauty, setting and safety of the subdivision. Such entrance for the purpose of mowing, cutting, clearing, or pruning shall not be deemed a trespass. The grantor and its agents may likewise enter upon such land to remove any trash which has collected on such lot without such entrance and removal being deemed a trespass. The provisions of this paragraph shall not be construed as an obligation on the part of the grantor to mow, clear, cut or prune any lot nor to provide garbage or trash removal services.

9. In order to maintain the high standards of the subdivision, each lot in said subdivision, including the lots owned by the Grantor (Developer), which have been submitted to the subdivision in the manner provided herein below, is hereby subjected to an annual assessment which shall, after notice of pendency of action to recover the said assessment (Notice of Lis Pendens) has been filed with the Clerk of Court of Georgetown County by Wedgefield Plantation Association, be secured by a lien upon each lot described herein until the same is paid. This lien may be foreclosed in the manner provided for the foreclosure of mortgages in this state; provided, however, that until such lien is reduced to judgment it shall be junior and subordinate to any mortgage filed of record. Such assessment shall be set by the Board of Directors of Wedgefield Plantation Association and payable within thirty (30) days after written notice to the grantee. Such annual assessment may be adjusted from year to year as the needs of the subdivision may in the judgment of the Board of Directors of Wedgefield Plantation Association require and shall be assessed equally against each lot in the subdivision excluding any condominium sites, but including any area still owned by Wedgefield Associates which has been subdivided into lots and a plat thereof recorded in the office of the Clerk of court for Georgetown County. The funds derived from said assessment shall be used for the payment of maintenance expenses of the subdivision and for any other purposes necessary or desirable in the opinion of the Board of Directors of Wedgefield Plantation Association for the general benefit of the subdivision. The judgment of the Board of Directors of Wedgefield Plantation Association in the expenditure of said funds shall be final.

10. Grantee, his heirs and assigns, agrees to join the Wedgefield Plantation Association and

retain membership therein for so long as he shall own real property in the subdivision.

11. 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 grantor, it being understood that the grantor will not grant permission for said signs unless their erection is reasonably necessary to avert serious hardship to the property owner. If such permission is granted, the grantor reserves the right to restrict size, color and content of such signs. Property identification and like signs exceeding a combined total of more than 2 square feet may not be erected without the written permission of the grantor.

12. Prior to the occupancy of a residence on any lot, proper and suitable provision shall be made for the disposal of sewage by connection with the sewer mains of a system constructed and installed by the grantor or if no such main has been constructed or installed in the vicinity of such lot, by means of a septic tank or tanks constructed on such lot for the disposal of all sewage, and all sewage shall be emptied or discharged into such main or tanks. No sewage shall be emptied or discharged into any creek, canal, marsh or lake or shorelines thereof. No sewage disposal system shall be permitted on any lot nor may any sewage disposal system be used unless such system is designed, located, constructed and maintained in accordance with the requirements, standards, and recommendations of the appropriate public health authority. Approval of such system shall be obtained from such authority after the completion of said system and prior to the use of the system.

13. The grantor reserves unto itself, its heirs, successors and assigns, a perpetual, alienable and releasable easement and right on, over and under the ground to erect, maintain and use electric and telephone poles, wires, cables, conduits, sewers, water mains, and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, water or other public conveniences or utilities on, in or over the rear ten (10) feet of each lot and ten (10) feet along one (1) side of each lot and such other areas as are shown on the applicable plat: provided, further, that the grantor may cut drainways for surface water wherever and whenever such action may appear to the grantor to be necessary in order to maintain reasonable standards of health, safety and appearance. These easements and rights expressly include the right to cut any trees, bushes or shrubbery, make any grading of the soil, or to take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance. Such rights may be exercised by any licensee of the grantor, but this reservation shall not be considered an obligation of the grantor to provide or maintain any such utility or service.

14. No structure of a temporary character shall be placed upon any lot at any time, provided, however, that this prohibition shall not apply to shelters used by the contractor during the construction of the main dwelling house, it being clearly understood that these latter temporary shelters may not, at any time, be used as residences or permitted to remain on the lot after completion of construction, and the design and location of any such construction shelters shall be approved prior to placement on the lot.

15. No trailer, tent, barn, tree house or other similar outbuilding or structure shall be placed on any lot at any time either temporarily or permanently.

16. No fuel tanks or similar receptacles may be exposed to view, and may be installed only within the main dwelling house, within the accessory building. within the screened area required in Paragraph 17 herein, or buried underground.

17. Each lot owner must construct, at the time of constructing an approved home, a screening fence to shield and hide from view, a small service yard, and all clothes lines, garbage receptacle, yard maintenance equipment, etc.. shall be kept within the screened area. Plans for such fence delineating the size, design, texture, appearance and location must be approved by the grantor prior to construction.

18. No large trees measuring six (6) inches or more in diameter at ground level may be removed without the written approval of the grantor. unless located within ten (10) feet of the main dwelling or accessory building or within ten (10) feet of the approved site for such building.

19. No lot shall be subdivided except in instances where a lot is divided for the purpose of adding to the size of adjacent lots, in which instance a lot may be subdivided with the written consent of the grantor, its heirs, successors and assigns, provided nothing contained herein shall prevent the construction of one house on two lots.

20. Owners of lots fronting on a canal. creek or lake may erect docks (and boat houses where appropriate in the discretion of the grantor) or bulkhead upon complying with the following terms and conditions:

(a) Complete plans and specifications including site, color, or finish must be submitted to the grantor in writing.

(b) Written approval of the grantor to such plans and specifications must be secured, the grantor reserving the right in its uncontrolled discretion to disapprove such plans and specification on any grounds including purely aesthetic reasons.

(c) In order to minimize erosion due to the wakes of boats being operated at a speed at which the wake would cause damage in the opinion of the grantor.

Any alterations of the plans and specifications or of the completed structure must also be submitted to the grantor in writing and the grantor's approval in writing must be similarly secured prior to construction. the grantor reserving the same rights to disapprove alteration as it retains for disapproving the original structure.

21. All lot owners who construct or cause to be constructed said docks and/or boat houses, must maintain said structures in good repair and keep the same safe, clean and orderly in appearance at all times, and further agree to paint or otherwise treat with preservative, all wood or metal located above the high watermark, exclusive of pilings, and to maintain such paint or preservatives in an attractive manner. The grantor shall be the judge as to whether docks and or boat houses are safe, clean, orderly in appearance, and properly painted or preserved in

accordance with reasonable standards, and where the grantor notifies the particular lot owner in writing that said dock and/or boat house fails to meet acceptable standards, said lot owner shall thereupon remedy such conditions within thirty (30) days to the satisfaction of the grantor. and that failing to so remedy such conditions, the lots owners hereby covenant and agree that the grantor may make the necessary repairs or take such actions as will bring the said dock and/or boat house up to acceptable standards. all such repairs and actions to be at the expense. solely of the lot owner in question, and shall constitute a lien against the lot owner with improvements to be foreclosed in the manner for the foreclosure of mortgages in the state, provided, however, that until such lien is reduced to judgment, it shall be junior and subordinate to any mortgage filed of record.

22. No private water wells may be drilled or maintained on any residential lot so long as Wedgefield Associates, its agents, heirs, successors or assigns, plans a water distribution line within fifty (50) feet of such lot with an average daily water pressure in such line adequate for normal household use in dwellings served by such distribution line: provided, that such water distribution line must be completed within five (5) days from the date of completion of the residence or a private well may be drilled by the lot owner, except by special written permission of the grantor, a well for irrigation purposes only may be placed on the lot.

23. The resale of this lot or these lots is restricted to resale to the grantor, its heirs, successors and assigns, or to an individual approved for membership in Wedgefield Plantation Association.

24. The use of outside television antennae is prohibited.

25. IT IS UNDERSTOOD AND AGREED that the foregoing conditions, restrictions and limitations shall be appurtenant to and run with the said premises and that in the event of the violation of any of said covenants, restrictions and limitations, the grantor, it heirs, successors and assigns, shall have the right of abatement and the right to enforce compliance by injunction or any other appropriate legal action.

26. IT IS UNDERSTOOD AND AGREED that the conditions, restrictions and limitations are made solely for the benefit of the grantor and grantee herein. and may be changed at any time by mutual consent in writing of the parties hereto, their heirs, successors and assigns.