

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’.

WEDGEFIELD PLANTATION ASSOCIATION POLICY MANUAL

SECTION V

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:**

1.06.01 No commercial signs shall be allowed to be posted on any property within Wedgefield Plantation that is covered by our Conditions, Covenants, and Restictions.

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.

WEDGEFIELD PLANTATION ASSOCIATION POLICY MANUAL

SECTION V

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:

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

WEDGEFIELD PLANTATION ASSOCIATION POLICY MANUAL

SECTION V

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.

**WEDGEFIELD PLANTATION ASSOCIATION
POLICY MANUAL**

SECTION V

**Appendix V-1
(Rev. 4/21/15)**

TEMPORARY SIGN APPLICATION

Property Owner's Name _____

Property Owner's Address _____

Real Estate Agency _____

Real Estate Agent _____

Agent's Phone Number _____

Date Signs to be placed _____

Purpose for Sign _____

By signing below, I agree to the terms and conditions relating to the placement of signs at Wedgefield Plantation Association, which are:

1. One (1) sign may be placed on the front of the property and one (1) sign may be placed in the rear of the property, but no more than two (2) signs maximum.
2. Each sign shall be no larger than 24 x 36 inches. (Max 2' x 3')
3. Any sign in the front of the property must be set back at least fifteen (15) feet from the edge of the pavement.
4. Signs will be maintained in a manner such that signs are not unsightly (hand lettered signs will not be approved).
5. Signs will be promptly removed when their function is complete.
6. Signs announcing real estate "Open House" may be placed on the property, in excess of those above, as long as placed and removed the same day as the "Open House" . There may be no more than one (1), and they shall be no larger than 2 ft. x 2 ft.
7. Directing signs may be placed on day of an open house.

Realtor or Owner as applicable

Date

The above request is () approved, () denied

WPA Authorized Agent: _____

Date _____

WEDGEFIELD PLANTATION ASSOCIATION POLICY MANUAL

SECTION V

AMENDED BY-LAWS

- 2/12 Article IX Add Section 2
- 11/13 Article X Section II Procuring Funds
- 11/14 Article XII Section 1 Books and Records
- 1/16 Article VIII Section 5 Treasurer
- 1/18 Article VIII Section 5 Treasurer
- 12/19 Article V Section 4 Assessment Funds