

WINDSONG III HOMEOWNERS' ASSOCIATION

RECREATION/DOCK AREAS RULES

1. No persons, other than the Lessee of the Boat Slip ("Slip") or the designated family, shall be entitled to occupy a Slip without the written consent of the Lessor.
2. No Slip shall have more than one dock box, and its size, design, construction, and location shall be determined by the Association.
3. No improvements or modifications of any type shall be made to a Slip without the prior written consent of the Lessor. Boat lifts with a Slip are prohibited.
4. No slip shall be used for any purpose except for the purpose of docking a boat. Only ordinary, light maintenance to a boat shall be permitted within a Slip.
5. Slips are restricted to non-residential purposes, and "liveaboards" are prohibited.
6. No commercial activity may be conducted in the Slip Recreation/Common or the Dock area, however a Lessee may advertise its boat for sale within its Slip.
7. No trash, ashes, garbage, or other refuse shall be dumped or stored on the Recreation/Common Area, Docks or in any waterway.
8. Only one (1) boat may occupy a Slip at any one time. Each Lessee is solely responsible for the proper mooring of his boat and is required to maintain mooring lines in good condition and sufficiently strong to always secure the boat. The Lessee shall be responsible for any damage to the docks resulting from improper mooring.
9. During hurricanes and other high velocity wind threats, each Lessee shall be responsible for following all safety precautions that may be issued or recommended by the National Hurricane Center, National Weather Service, U.S. Coast Guard, and the Association. The Lessee shall be liable for all improper preparation of or failure to remove his boat for hurricanes and other storms. The Association shall not be liable to any Lessee or other person, or entity for any damage to persons or property caused by a Lessee's failure to comply with such requirements.

10. No open fires shall be permitted within the Slip or the Community Dock/Pier area.
11. No fish or other marine life of any kind shall be cleaned, prepared, or processed in any manner on the Recreation/Common Area, however they may be cleaned on a boat while moored within the Slip.
12. No trailers, vans, tents, shacks, sheds, or other structures, shall be erected, kept, or maintained on the Recreation/Common or Dock areas by a Lessee.
13. The Lessor reserves the right, upon reasonable notice, to require that some or all boats and improvements to the Dock Area be removed for maintenance and repairs of the Slips and Dock.
14. No Slip shall be used in a manner which is either an annoyance to other Lessees or an interference with the peaceful possession and proper use of their Slips, or of the Recreation/Common and Dock Areas. No Lessee shall commit or permit and nuisance or any immoral or illegal activity within their Slip, or in or about the Recreation/Common and Dock Areas. No Lessee shall knowingly or willfully make or create any unnecessary, excessive, or offensive noise or disturbance which destroys the peace, quiet or comfort of the other Lessees, or allow any such noise or disturbance to be made within their Slip, or the Recreation/Common area.
15. The handling, storage, transportation, and disposal of hazardous or toxic materials shall be prohibited within the Slips or the Recreation and Dock areas; provided, however, that this shall not prohibit the proper handling, storage and transportation of petroleum products used by a Slip Lessee in connection with the operation of his boat. The Association shall have the right to immediately remove, or cause the removal of, any hazardous or toxic material within the Recreation/Common and Dock areas. Each Slip Lessee shall insure that any bilge water pumped into the water of the Dock area does not contain any petroleum or other hazardous or toxic materials. For the purposes of this paragraph, hazardous or toxic materials shall be defined by Federal, North Carolina and common law. Each Slip Lessee indemnify, defend and save the Association, all institutional mortgagees and their participants, together with their respective successors and assigns, harmless from and against any damages, claims and liability resulting from or arising out of the violation of any of the requirements of this paragraph by such Slip Lessee. All expenses incurred by the Association in connection with compliance with all environmental and related laws shall be the obligation of the violating Lessee.