

438376

STATE OF SOUTH CAROLINA
COUNTY OF HORRY



This Revised Declaration of Restrictions and Easements executed this 29th day of January, 1997 by Windjammer Village of Little River, South Carolina, Property Owners Association (sometimes hereinafter referred to as "Association"),

W I T N E S S E T H :

WHEREAS; a Declaration of Restrictions and Easements was executed by Windjammer Village of Little River, South Carolina, Inc. and recorded December 16, 1977 in Deed Book 598 at Page 906 records of Horry County, South Carolina (hereinafter the "Old Declaration"); and

WHEREAS; the Old Declaration imposed certain covenants, conditions and restrictions on certain real property which is located in Horry County, South Carolina, said property being more particularly described in or referred to in the Old Declaration (hereinafter referred to as the "Property"); and

WHEREAS; paragraph 13 of the Old Declaration provides as follows:

All covenants, restrictions and affirmative obligations set forth in this Declaration shall run with the land and shall be binding on all parties and persons claiming under them for a period of twenty (20) years from February 1, 1977, after which time said covenants shall be automatically extended for successive periods of ten (10) years 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.

WHEREAS; Association is successor in interest to all interest that Windjammer Village of Little River, South Carolina, Inc. may have had in the Property; and

WHEREAS; a majority of the owners affected by said "Old Declaration" desire to change the Old Declaration as evidenced by the Ballots of said owners which are attached hereto as Exhibit "A" and made part of this instrument; and

WHEREAS; all of the other requirements for changing the Old Declaration as set forth in paragraph 13 of the Old Declaration have also been satisfied; and

Horry County Assessor
119-09 Blocks 1 thru 5
Map 1 Blk Parcel 1-31-97
119-13 Blocks 1 thru 10, 118-12

766



NOW THEREFORE, Windjammer Village of Little River, South Carolina, Property Owners Association; upon the direction and authorization of a majority of the owners of the Property, does hereby declare that the Old Declaration is hereby changed and amended by deleting the same in its entirety and substituting this Revised Declaration of Restrictions and Easements in its place; all to the end that beginning February 1, 1997 the Property and each and every Lot, all common areas and other property located therein shall be owned, held, sold, conveyed, transferred and mortgaged and shall otherwise be subject to all of the following covenants, conditions, restrictions, easements and setbacks, to wit:

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 purpose 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 deem 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, sidewalks, 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 a 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 cats, fish, dogs and other small mammals are permitted within 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 the 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.

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 permission of the Association. The Association may locate such facilities upon the common areas when used for the common good of the community.



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.

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 Association 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 the (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 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 bylaw 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.

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 bylaw: A fine not to exceed (\$100) One Hundred Dollars;

2. Second non-compliance or violation of a particular restriction, covenant, rule, regulation or bylaw: A fine not to exceed (\$200) Two Hundred Dollars;

3. Third non-compliance or violation of a particular restriction, covenant, rule, regulation or bylaw: 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 judgements 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.

IN WITNESS HEREOF, Windjammer Village of Little River, South Carolina, Property Owners Association by its duly authorized President and Secretary has executed this Revised Declaration of Restrictions and Easements the day and year first above written.

WITNESSES

Windjammer Village of
Little River, South Carolina,
Property Owners Association

Handwritten signature of Elizabeth L. Spalding

Handwritten signature of Robert J. Doty

By: *Handwritten signature of Elizabeth L. Spalding*
Its: President
Attest: *Handwritten signature of Robert J. Doty*
Its: Vice President

STATE OF SOUTH CAROLINA

COUNTY OF HORRY


PERSONALLY appeared before me the undersigned and made oath that s/he saw the within named Windjammer Village of Little River, South Carolina, Property Owners Association, by its duly authorized officers, sign, seal and as its act and deed deliver the within written document; and s/he with the undersigned notary witnessed the execution thereof.

Hannah L. Spalding

SWORN to before me this 29th day of January, 1997

William R. Dunne
Notary Public for South Carolina

My Commission Expires: ~~MY COMMISSION~~
EXPIRES 2-10-2002



This Exhibit "A" which is attached to and made a part of the foregoing Revised Declaration of Restrictions and Easement consist of 466 votes on 209 Ballots representing a majority of the owners affected by the "Old Declaration".