

STATE OF SOUTH CAROLINA)
)
) CERTIFICATION OF RULES
) AND REGULATIONS FOR
) WINDMILL HARBOUR ASSOCIATION
COUNTY OF BEAUFORT)

Pursuant to, and in compliance with, S.C. Code Ann. § 27-30-130, The South Carolina Homeowners Association Act, the undersigned, being the attorney for the Windmill Harbour Association (“Association”), hereby records in the Office of the Register of Deeds for Beaufort County, South Carolina, the Windmill Harbour Association Rules and Regulations, as last duly amended by the Association on or about May 24, 2022. Reference is additionally made to the Amended and Restated Declaration of Covenants, Conditions and Restrictions Running With Certain Lands in Windmill Harbour In Beaufort County, South Carolina And Provisions for Membership in the Windmill Harbour Association, together with its Architectural Guidelines and the Bylaws for the Windmill Harbour Association, recorded on April 18, 2018, in of the aforesaid Register’s Office in Book 3660 at Page 1482, as amended by that Amendment to Windmill Harbour Association Covenants and Bylaws recorded on January 3, 2019, in Book 3726 at Page 1199.

[Handwritten signature]

[Handwritten signature]

WINDMILL HARBOUR ASSOCIATION

By: *[Handwritten signature]*

Daniel A. Saxon
Its: Attorney

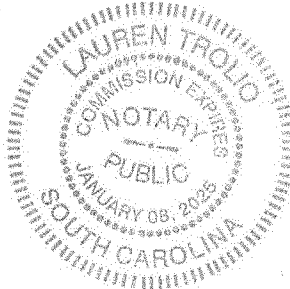
ACKNOWLEDGMENT

I HEREBY CERTIFY, that on this 12 day of July, 2022, before me, the undersigned Notary Public of the State and County aforesaid, personally appeared Daniel A. Saxon, Attorney for the Windmill Harbour Association, who is known to me, and acknowledged the due execution of this Certification.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal July 12, 2022.

[Handwritten signature]

Notary Public for South Carolina
My Commission Expires: 1/8/2025



**RESOLUTION
BOARD OF DIRECTORS
WINDMILL HARBOUR ASSOCIATION**

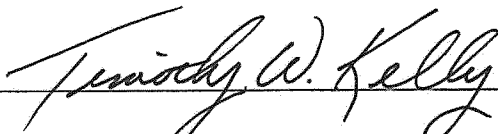
WHEREAS, the Association, is the association of the property owners of that real property subject to the Amended and Restated Declaration of Covenants, Conditions and Restrictions Running with Certain Lands in Windmill Harbour in Beaufort County, South Carolina, and Provisions for Membership in the Windmill Harbour Association, dated April 17, 1995, and recorded in the Office of the Register of Deeds in Book 778 at Page 278, as thereafter amended (hereinafter the "Covenants"); and

WHEREAS, in accordance with the Covenants and the Bylaws for the Association dated April 17, 1995 as recorded together with the Covenants, as thereafter amended (hereinafter the "Bylaws") the Board of Directors desire to amend the Rules and Regulations as attached hereto.

The undersigned does hereby certify that at a meeting of the Board of Directors for the Windmill Harbour Association, held on May 24, 2022, two-thirds (2/3) or more of the Directors voted to approve the amendments to the Rules and Regulations and hereby adopts the following resolution.

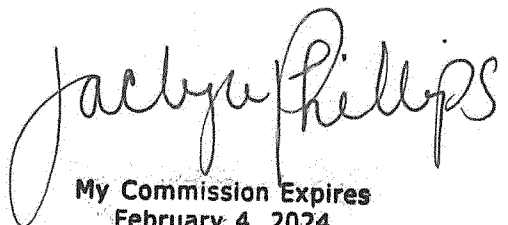
BE IT RESOLVED, that pursuant to, and in compliance with S.C. Code Ann. § 27-30-130, The South Carolina Homeowners Association Act, and with the Amended and Restated Declaration of Covenants, Conditions and Restrictions Running with Certain Lands in Windmill Harbour In Beaufort County, South Carolina and Provisions for Membership in the Windmill Harbour Association, together with its Architectural Guidelines and the Bylaws for the Windmill Harbour Association, the Board of Directors approves the amended Rules and Regulations last revised and approved on May 24, 2022, and directs same to be recorded with the Office of the Beaufort County Register of Deeds.

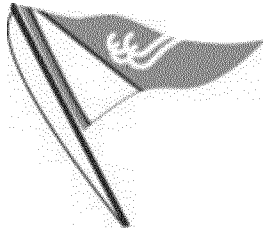
As of this 7th day of July, 2022.



Timothy Kelly, Secretary

SEAL


My Commission Expires
February 4, 2024



Windmill Harbour Association

RULES AND REGULATIONS

TABLE OF CONTENTS

<u>SECTION</u>	<u>REFERENCE</u>	<u>PAGE</u>
I.	Access Control	2
II.	Decals / Passes	4
III.	Exterior Guidelines	6
IV.	Parking	7
V.	General Conduct	8
VI.	Community Swimming Pool	8
VII.	Toys, Play Equipment & Fishing	9
VIII.	Animal Control	10
IX.	Compliance Procedures & Appeals Process	11
X.	Fines & Penalties	12
XI.	Contact Information	15

SECTION I. ACCESS CONTROL

A. **ENTRY**

1. The main gate is for use by WH residents and guests (4-wheel vehicles). The automatic gate in the right-hand lane is accessible with a WINPASS transponder, which can be purchased by property owners and SC Yacht Club members through Security for \$25.00. Transponders are not transferable between cars, nor is the purchase price refundable if the owner no longer desires access to Windmill Harbour. In such a case, Security will deactivate the transponder.
2. Construction gate (back gate) is for use by construction vehicles (6 wheels or larger only). Security should be notified before the fact of scheduled deliveries by such vehicles to enable instructions to be given to their drivers.
3. The Windmill Harbour Property Owners Association (POA) reserves the right to deny admission to anyone who is not a property owner/renter, slip owner/renter or a South Carolina Yacht Club member. The Security Officer may request individuals desiring entry to produce such identification as may be deemed necessary. The method of using decals or passes serves only to identify the vehicle itself. The driver and occupant may be identified by other means (personal recognition and/or ID card/driver's license).
4. It shall be the responsibility of the driver of each vehicle driven in Windmill Harbour to ensure that no person or items prohibited by federal, state or local ordinances are transported within the Plantation in his/her vehicle.
5. Boat slip owners/renters will be given admission to Windmill Harbour solely to gain access to their boat slips and to the Marina.

B. **ADMISSIONS**

1. Residents must call in either individual passes or provide a list of their guests by name to the Security Office (681-6405). No guests/visitors will be admitted without prior approval of a resident. (Every reasonable effort will be made by Security to notify residents of visitors at the gate if they forget to call in a pass.)
2. No guest passes will be issued to contractors and other individuals whose visit is commercial in nature. Obtaining such pass diminishes the income of the community, thus imposing additional financial burden on other residents.
3. Admittance to Windmill Harbour by contractors will only be granted by the purchase of an annual or daily pass.
4. Contractors' vehicles must be properly identified with a placard identifying the contractor's name and phone number and placed in a conspicuous place that can be easily read and seen.
5. Vehicles bearing valid State registration and a WH decal/pass shall normally be admitted without restriction.
6. Guests/visitors while on the Plantation will be required to observe proper standards of orderly and lawful conduct at all times. Improper conduct may result in the guest or visitor's removal from the Plantation by Security Office

- C. **EMERGENCY VEHICLES** (Police, Fire, Ambulances) will be allowed ingress. In case of a medical/fire emergency, call 911 first and then security.

- D. **GOLF CARTS AND OTHER MOTORIZED VEHICLES** that can exceed 5 miles per hour (such as but not limited to go-carts, electric scooters, etc.) must be registered with Security and will be issued a decal. These motorized vehicles may be driven on the streets, cart paths and Marina promenade. Drivers must either be legally licensed to operate a motor vehicle, or be at least 12 years old and accompanied by a legally licensed individual over 18 years of age. Golf cart drivers must comply with State traffic laws. Illegal operation of a golf cart or motorized vehicle, driving while consuming alcohol, reckless driving and horseplay will be subject to fines and/or Board action.
- E. **MOPEDS** and motor scooters with less than or equal to one (1) brake horsepower shall be permitted within the property on paved roads designed for automobile traffic. Moped/motor scooter operators must be licensed and conform to SC State laws.
- F. **MOTORCYCLES** with less than or equal to one (1) break horsepower may be operated by Windmill Harbour Association residents but only for ingress and egress to/from place of residency to/from Windmill Harbour security gate. At the discretion of the security staff or the Association Board of Directors, a motorcycle can be deemed too loud and prohibited into Windmill Harbour.
- G. **PEDESTRIANS AND BICYCLISTS** will be allowed to enter the plantation if the possess valid identification showing that they are either property owners/renters, boat slip owners/renters or members of the SC Yacht Club.
- H. **PROCESS SERVERS**
1. Federal, state and local law enforcement performing service of process to include without limitation serving or executing any warrant, process, summons, complaint, rule, order, or notice will be allowed entry into the Plantation.
 2. Civilian process servers performing service of process will be allowed entry, only when in possession of a summons, complaint, rule, order, notice or other document issued by or on behalf of a South Carolina Court or Federal Court, or in connection with a case pending therein, containing a “clocked-in stamp” indicating that the document has been registered with the appropriate clerk of court. Attempts will be made to contact the resident prior to the process server’s leaving the gate unless process server’s documentation states that the person being served shall not be alerted. Civilian process servers not in possession of an instrument described above may be allowed entry only after Security has contacted the resident and authorization has been given.
- I. **REPOSSESSORS** requesting entry to the Plantation and presenting a certified true copy of an order from a South Carolina State or Federal Court which specifically directs the repossession of property located within the Plantation boundaries will be given access. Repossessors not in possession of a court order will not be allowed to enter unless the resident has given authorization. In all cases, Security will contact the resident and accompany the reposessor to the residence. If the resident cannot be contacted, entry will be denied.
- J. **WRECKERS** without decals requesting entry to the Plantation will be stopped and questioned as to their destination and purpose. Security will contact the resident to confirm that they are expecting the wrecker. Wreckers with valid decals will be allowed to enter without resident confirmation.
- K. **CONTRACTORS**
1. Contractors, subcontractors, repairmen, vendors, shipping/delivery providers, and appraisers are normally permitted entry to work between the hours of 7:00 a.m. and 6:00 p.m. DST or 7:00 a.m. and 5:00 p.m. EST, Monday through Friday. No work is allowed on Sunday. Saturday work may occur only between 8:00 a.m. and 12:00 noon and must be **inside quiet work** (exceptions by specific permission from Security).
- No work is permitted on New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day or Christmas Day.

2. All contractors, subcontractors, repairmen, vendors, shipping/delivery providers, and appraisers are required to purchase a daily pass or annual decal. A guest pass cannot be called in for any of the above. **This applies also to contractors coming in to quote an estimate on a professional job.** If needed, the property owner or resident may purchase the pass prior to the service provider's arrival.
3. Boat captains and boat repairmen shall have access to the marina seven days a week.
4. Health care providers shall have access to a specific home upon notification of homeowner to Security.

L. **SOLICITATION** No door-to-door vendors, salesmen or solicitation of any kind permitted.

M. **EXEMPTIONS** Certain commercial vehicles, such as mail carriers (U. S. Postal Service, FedEx, UPS, Amazon, InstaCart, GrubHub, Door Dash, etc.) and newspaper delivery, are exempt from decal and pass requirements.

N. **GARAGE SALES** are prohibited.

O. **OPEN HOUSE/HOMES FOR SALE OR RENT / TOUR OF HOMES** Anyone planning one of these events must contact IMC in writing at least two weeks prior to the event. Only one event can be held every thirty days, with no other events being held within the immediate neighborhood. The hours are Monday through Saturday, 10:00 a.m. to 5:00 p.m. and Sunday, 1:00 p.m. to 6:00 p.m.

WH Security will not provide parking attendants for these events; parking will have to be arranged by the host of the function, who should contact Security for instructions.

P. **GENERAL PUBLIC**

1. Windmill Harbour's roads are private and not open to sightseers.
2. The entry of the general public to residential areas within the Plantation is strictly prohibited.

PLEASE NOTE that the **25-mile speed limit** throughout Windmill Harbour is enforced.

SECTION II. DECALS / PASSES

Windmill Harbour uses a system of decals and passes to facilitate control of access to the property for the purpose of security and privacy of the residents and the boats in the harbor. The policies for issuance of vehicle decals and passes and renewal of decals are contained herein.

A. **GENERAL RULES**

1. All property owners in Windmill Harbour must register their vehicles with the Security Department and receive a valid decal. The decal will be permanently affixed on the driver's side of the windshield or bumper and should be current.
2. Visitors/guests (non-commercial) will be issued the appropriate "guest" pass up to thirty (30) days, which must be displayed in plain view. Vehicles not displaying a current proper decal or pass may be removed from the Plantation at owner's expense.
3. When the vehicle is disposed of or a windshield replaced, the decal must be removed and destroyed.

Commercial decals must be returned to Security before a decal can be re-issued, or full price must be paid.

4. Lost or stolen decals will be reported to the Security Office immediately.
 5. Decals and passes are property of the Windmill Harbour Property Owners' Association. The POA reserves the right to deny the issuance of a decal or pass if it is not used in accordance with the rules and regulations of Windmill Harbour.
 6. All decals and passes are issued to one specific vehicle. Transferring decals or passes to another vehicle without prior approval is strictly PROHIBITED.
 7. "Commercial" vehicles are defined as those that have lettering and other exterior evidence of commercial use and obvious commercial vehicles such as flatbed trucks. Vehicles such as panel trucks and pickup trucks which fall within the definition of "commercial vehicles" and which are used by the owner as both a private and commercial vehicle may display a "courtesy" decal. Only one courtesy decal per family will be issued for such a vehicle.
 8. Commercial vehicles are NOT authorized to use property owners' decals.
- B. **PROPERTY OWNERS' DECALS** are issued to property owners and dependents residing full time with property owners.
- C. **COURTESY DECALS** may be issued to immediate non-resident family members of property owners.
- D. **TENANTS' DECALS OR PASSES** (home or boat slip): Tenants of a lot, home or boat slip residing on the property full time may be issued tenant decals or passes depending upon the length of the lease term. All Tenants must present the Security Department with a copy of the lease agreement creating the tenancy and, in the event a written lease agreement is not made, a notarized statement signed by the owner(s) of the property setting forth the relevant terms of the tenancy, specifically, but without limitation, the term of the tenancy together with any renewal options, the name of the tenant or tenants and the persons allowed residency. Tenants must register their vehicles with the Security Department and provide a current driver's license, a current registration for the vehicle and proof of insurance. All passes must be applied to the vehicle by the Security Department. At the end of the lease term, all decals and passes must be surrendered to the Security Department.

By occupancy of any property within Windmill Harbour, tenants acknowledge that they are subject to the land use covenants applicable to the property and the Rules and Regulations adopted by the Windmill Harbour Association, as amended from time to time.

E. **MAIDS, HEALTH CARE PROVIDERS, BOAT CAPTAINS and BOAT REPAIRMEN:**

All the above are required to purchase a daily pass or annual decal. A guest pass cannot be called in for any of the above. If the worker resigns, it is the responsibility of the sponsor (property owner) to obtain the decal from the former employee and notify Security. If the decal cannot be recovered, the sponsor is to notify Security immediately at 843-681-6405.

In cases where maids, health care providers and boat captains are employed by more than one resident or boat owner, it will be necessary for only one resident or boat owner to sign the decal application as the sponsor.

F. **RESTRICTED PASSES:**

1. Restricted passes are issued to the following areas during hours of operations:
 - a. Harbormaster
 - b. South Carolina Yacht Club employees
 - c. Sports Center

- d. Sales/information office
- 2. Restricted passes will contain an expiration date.
- 3. Restricted passes are only good for direct access to and from the destination indicated on the front of the pass. Any violation of the limited scope of this pass could result in restricted future access to Windmill Harbour.
- G. **CLUB DECALS** are issued to SC Yacht Club members (with expiration date).
- H. **HILTON HEAD AREA ASSOCIATION OF REALTORS**: Realtors in good standing with this Association who have a valid realtor card with a photo ID card are permitted to enter Windmill Harbour. The realtor's card changes color every year from September 1 through October 1.

SECTION III. EXTERIOR GUIDELINES

- A. It is in our community's collective interest to maintain our landscaping, including weeding, trimming of grass and shrubs on a reasonable schedule. Landscaping debris collection is a free service offered for residents who perform their own landscape maintenance. Bag all grass cuttings, tree debris, palm fronds, etc. in paper landscape bags, and put them curbside. *Do not dispose of debris on adjacent vacant lots or open space.* **Outside landscaping companies are responsible for removing their own debris.**
- B. Clotheslines, water pumps, fuel tanks and other unsightly objects and equipment must be placed in landscaped, fenced or screened areas and concealed from view.
- C. Trees may not be cut down or limbs trimmed without filling out a form in the Security office and receiving approval. **Unlawful cutting down or trimming of live oaks and pine trees is a serious offense and will result in a fine. Palmetto trees may be trimmed.**
- D. All exterior changes/additions to a residence must have **ARB approval**, including but not limited to:
 - 1. Repainting of house and shutters (even the same color)
 - 2. Re-stuccoing or re-siding of house
 - 3. Roof replacement
 - 4. Replacement of windows, exterior doors, garage doors
 - 5. Changes to driveways, patios and walkways
 - 6. Satellite dishes (location)
 - 7. Adding on or enclosing a deck
 - 8. Exterior lights (addition/change/painting)
 - 9. Addition of exterior trim/adornments
 - 10. Window boxes (design & installation)
 - 11. Significant landscaping revisions
 - 12. Statues, fountains or garden accessories
 - 13. Fencing (addition/change/painting)
 - 14. Invisible dog fence
 - 15. Flags/flagpole
 - 16. Awnings
 - 17. Pool and outside hot tub

Power washing of homes does NOT require ARB approval and should be done whenever there are signs of exterior mold or mildew.

When in doubt, call the association's management agent to discuss.

SECTION IV. PARKING

All vehicles in Windmill Harbour Plantation must be in operating condition, have current registration and license plates and authorized Windmill Harbour entry identification. Vehicles not complying with the above may be removed from the Plantation at the owner's expense.

- A. A parked vehicle may not block passage of a street, walkway, driveway or encroach upon private property. On-street, parallel parking is permitted on one side of the street only as designated by Security for special events. No parking is permitted within a 15-foot radius of a fire hydrant, mailbox or in any fire lane. All vehicles on improved private property must be parked on a paved surface at all times.
- B. **There is no overnight parking**, defined as between 12:00 AM to 6:00 AM, **allowed on the street and/or on other properties of Windmill Harbour unless arrangements are made through Security**. Only property owners and their guests are allowed to park on their own unimproved property. Additional guests of property owners may park on other nearby property if prior approval has been obtained from the owner of said property.
- C. Non-operational vehicles are prohibited from being parked in the driveway or stored up on blocks in the driveway.
- D. Commercial vehicles may be parked in driveways, on lots or designated parking spaces only during the permitted work hours. Commercial vehicles not removed from the property after normal work hours will be towed at owner's expense unless they have special permission from Security to remain.
- E. Parking of a Class One commercial vehicle (i.e. pick-up truck) owned by a resident is permitted at any time in driveways, on lots and designated parking spaces, provided all commercial equipment and logos are removed from the vehicle.
- F. Utility trailers, boats, boat trailers, campers, recreational vehicles of any class (A, B or C), U-Hauls, storage pods and oversized vehicles may enter the community a maximum of one time every 7 days for a maximum of 24 hours for loading, unloading or cleaning and must be placed on the paved surfaces of a resident's lot. If over 24 hours is required, owner must contact Security for special permission. A recreation vehicle is defined as any vehicle that has exterior awnings, roof mounted HVAC and/or exterior ports and doors. An oversized vehicle is defined as one whose Gross Vehicle Weight (GVW) as shown on the vehicle registration is more than 10,000 pounds.
- G. Boat owners planning a cruise are permitted to park their vehicle in a space designated by Security for a period of 24 hours. If an emergency arises that extends the cruise, Security must be notified. Boaters who plan to spend one or more nights cruising should contact the Harbour Master's office for locations of long-term parking which have been designated by Security. The Harbour staff will assist boaters with transportation to and from their cars.
- H. There is no parking at the SC Yacht Club and Sports Center for those not attending a Yacht Club or Sports Center function unless special permission has been granted by the Club.

NOTE: The Windmill Harbour Association cannot be responsible for any parked vehicle, its contents, or any towing charges necessitated by violation of these regulations.

**SECTION V.
GENERAL CONDUCT GUIDELINES**

- A. Owners' guests and visitors must observe reasonable standards of personal conduct at all times. If any guest or visitor within Windmill harbor disturbs the peace, violates Association rules or regulations or any State or local ordinances, the Owner who invited the guest will be liable for his guest's behavior.
- B. A business may be conducted in a residence but cannot affect traffic flow to adjacent residents or have more than two employees. No sign, symbol or logo may be displayed on residence exteriors.
- C. No mowers, blowers, trimmers, edgers, compressors, etc., may operate before 7:00 a.m. or after 6:00 p.m. DST (5:00 p.m. EST).
- D. No excessive partying/loud music is permitted after 11:00 p.m.
- E. Fireworks are prohibited.
- F. Leasing of residences must have a minimum term of six (6) consecutive months.
- G. Being a property or slip owner does not automatically mean membership in the South Carolina Yacht Club. New residents are welcome to join the Yacht Club but may not use their pool or sports facilities unless they apply for a Club or Sports Membership. Call the Yacht Club at 681-4844 for details.

**SECTION VI.
COMMUNITY SWIMMING POOL and POOL AREA**

A. SAFETY AND SANITATION

- 1. There is no lifeguard at the pool. Therefore, those utilizing the pool swim at their own risk.
- 2. Swimmers must be accompanied by at least one other adult (18 years or older) at all times...no solo swimming is allowed.
- 3. Children under the age of 13, in the pool, or in the fenced-in pool area, must be supervised by an adult (age 18 or older) on site.
- 4. No diving is permitted.
- 5. No running or horseplay within the pool perimeter is allowed.
- 6. No pets are allowed within the pool's fenced perimeter.
- 7. No glass containers are allowed within the pool area-either in the pool or on the pool deck.
- 8. Spitting or nose blowing in the pool is strictly prohibited.
- 9. Persons with skin, eye, or respiratory infection, with open lesions or wounds, diarrhea illness or nausea are not allowed in the pool.
- 10. No person under the influence of drugs or alcohol is to use the pool.
- 11. Showers should be taken before entering the pool. A shower is provided on the pool deck.
- 12. The maximum number of swimmers allowed in the pool is 22.

13. A telephone is located on the pool deck to report emergencies.
14. A first aid kit and lifesaving equipment are located within the pool area.
15. Children who are not toilet trained are not allowed in the pool except when wearing containment undergarments designed for pool use.
16. Relieving one-self in the pool or its grounds is strictly prohibited. Restroom security code available at security office.
17. Bicycles, tricycles, scooters or similar items are not allowed within the surrounding deck of the pool at any time.
18. Pool furniture may not be removed from the enclosed swimming pool area.
19. Guests must be accompanied by a Windmill Harbour resident or POA member while using the pool.

B. **COURTESY TO OTHERS** - Users of the pool should keep in mind that the pool area is located within a residential area. The pool is provided for peaceful use, enjoyment, and relaxation for all families to use.

1. Loud, boisterous noise, and offensive activities and language that are not in keeping with the pool's residential location and/or is disturbing peaceful enjoyment of others of the pool is not allowed.
2. Radios and other audio devices may be operated only at a reduced volume which is not offensive or disruptive to others.
3. Trash is to be properly disposed of in receptacles provided on the pool deck.
4. Proper attire is required in the pool area, and nudity is prohibited.
5. Parking space adjacent to the pool area is extremely limited. Please walk, bike, use a golf cart, or consolidate the use of vehicles to travel to and from the pool area.

C. **TIME OF USE**

1. The pool is open for swimming from April 1-September 30; during this time the pool water is maintained for safe swimming per DHEC regulations. The pool deck is open year round.
2. The use of the pool and/or pool deck is limited to 7am-9pm (or sundown whichever is earlier).

SECTION VII. TOYS, PLAY EQUIPMENT AND FISHING

A. **TOYS** such as bicycles, tricycles, "Little Tyke" type play equipment, plastic pools, "Tonka" type trucks and playhouses must be stored out of sight when not in use.

B. **PLAY EQUIPMENT:**

1. Play equipment, which is installed on any part of the property outside of the home, not structurally permanent in nature and used for recreation, must be approved by the Architectural Review Board (ARB) prior to installation. Such play equipment includes, but is not limited to:

- a. Basketball backboard and hoop (fixed or portable)
 - b. Swing set
 - c. Gym set
 - d. Slide or teeter board (seesaw)
 - e. Trampoline
 - f. Soccer goal set
 - g. Volley ball net and court
 - h. Badminton net and court
 - i. Horseshoe court
 - j. Sandbox
2. Play equipment must be nature blending in color. Natural-finish or earth-toned components are preferred. Bright color metal, plastic or fabric components will not be approved.
 3. Excluding basketball backboards and hoops, the preferred location for play equipment is in the rear yard area directly behind and as close as possible to the house. The property owner shall be mindful of adjacent neighbors' living, view and recreational areas.
 4. If approved, play equipment may be used only during daylight hours after 7:00 a.m.; after-dark activity is prohibited.
 5. The following play equipment is prohibited:
 - a. Tree house
 - b. Separate playhouse
 - c. Swimming pool diving board and/or slide
- C. **FISHING:** Only property owners and their designated guests are permitted to fish on Windmill Harbour property, preferably at the fishing pier.

SECTION VIII. ANIMAL CONTROL

The following are excerpts from the Beaufort County Animal Code rules and regulations. Anyone wishing to report a violation should fill out a complaint form obtained from Security, who will then notify the person responsible for the violation. Depending on its severity, the violation could be reported to the Beaufort County Animal Control Office. (The complaint must be in writing; phoned-in complaints will only be recorded.) Anyone wishing to have a copy of the unabridged Beaufort County Animal Control Policy can obtain one through the association's management agent or Security (843-681-6405).

- A. All dogs and cats must have a valid metal rabies tag and an ID collar. Homeowners should not leave for days at a time, leaving their cats outside. Neighbors should report cats spotted wandering around the neighborhood, digging up gardens, defecating on private property, etc. Security will have the option to call Beaufort County Animal Control which may impound the cat.
- B. All dogs must walk on a leash.
- C. Persons walking dogs other than on their own property must have in their possession, and must use, a means to clean up and dispose of excrement in a sanitary manner. There are dog stations throughout WH where you can obtain a baggie and dispose of waste.
- D. Any dog or cat which endangers the health of any person or which persistently creates a nuisance shall subject the owner to enforcement action as defined in the Beaufort County Code. Dogs and cats will be deemed a nuisance if they:

1. Molest passersby or passing vehicles;
 2. Attack other animals;
 3. Trespass on private or common property;
 4. Are repeatedly at large;
 5. Damage private or common property;
 6. Bark, whine or howl in an excessive, continuous or untimely fashion.
- E. Residents shall adhere to the Beaufort County Animal Code and the Windmill Harbour Covenants animal code. Any violation of either will be deemed a violation of the Animal Regulations.
- F. A maximum of three dogs and cats will be kept in any one dwelling unit.

PET REGISTRY: In an effort to expedite the safe return of lost or wandering pets to their owners, Windmill Harbour has instituted a voluntary pet registry to help Security identify misplaced animals. You may obtain a registration form from Security and include a photo of your pet(s).

SECTION IX. COMPLIANCE PROCEDURES & APPEALS PROCESS

Compliance with the Windmill Harbour Covenants and Rules & Regulations is a responsibility of all Windmill Harbour owners. Owners are also responsible for violations by their guests and tenants. "Owner" as used in these procedures means the responsible Windmill Harbour property owner who is alleged to be in violation of the Covenants or Rules & Regulations. The association's management agent will keep an investigative record of all reported violations requiring action or response. Failure to comply may result in a lien on your house/property.

NOTE: This document does not cover Construction Compliance Procedures (see Architectural Review Board Schedule of Rules, Fines & Penalties).

The Owner will have the right to review the investigation record during regular business hours. The Board of Directors may delegate their responsibilities hereunder to the association's management agent and / or the Covenants Compliance Committee.

A. **Enforcement Procedures**

Anyone may file a compliance request. Owners are encouraged to become familiar with the Windmill Harbour Rules & Regulations document. A Compliance Request form is available at the Security gatehouse or from the association's management agent. The form may be filed directly with the management agent or with WH Security. The complainant must provide his/her name, which will be part of the investigation record.

After a compliance request has been filed, the management agent will contact the Owner within 5 working days from the date the compliance request was filed and request voluntary compliance. If the Owner is in residence, the management agent will make the best efforts to meet with the Owner. If contact has not been made after 5 working days from the first attempt to contact the Owner, or if the Owner refuses to comply, the management agent will send by certified mail, return receipt requested, a notice of non-compliance to them. The notice will include:

- A description of the violation;
- The amount of the fine per working day;
- The time allowed for compliance to avoid a fine; The date and location the violation was reported;
- Corrective action that must be taken;
- Notification that the Owner may appeal to the POA Board.

If the compliance issue is corrected within the allotted time, the matter will be considered resolved and the investigation record will be updated. If the compliance issue has not been corrected within the time allowed,

the management agent will send by registered mail, return receipt requested, a notice the violation has been confirmed. The written notice will include the appropriate daily fine or enforcement action.

The Owner may appeal to the POA Board within 30 days after receiving the notice that the violation has been confirmed.

B. Appeals Process

1. Appeals shall be in writing and shall set forth the grounds for the Owner's appeal of the notice of noncompliance.
2. The POA Board will notify the Owner in writing of the place, date and time of the appeal hearing. All appeals will be heard before the Board or, at the Board's sole discretion, Covenants Compliance Committee.
3. Any complainant will be invited to the hearing, although the complainant's presence is not mandatory.
4. At the appeal hearing, the Owner may present such documentation, witnesses and other supporting evidence as the Owner believes is necessary to present his/her appeal.
5. Appeal hearings shall not last longer than one half hour, except under extraordinary circumstances determined by the POA Board.
6. Following the appeal hearing, the Board shall issue a final decision within 30 days, or the appeal will be automatically granted. The written decision of the Board need not give, but do not preclude, the basis for the decision. As set forth in Sections 8-16 of the Covenants, there shall be no further appeals from the final decision.

**SECTION X.
FINES AND PENALTIES**

A. PARKING AND TRAFFIC VIOLATIONS

1. MOVING VIOLATIONS:

- a. Speeding over 25 MPH:
First offense: Written citation Second offense: \$50.00 fine
Third offense: \$100.00 fine Fourth offense: Action by the Board*
- b. Speeding over 40 MPH:
First offense: Written citation Second offense: \$100.00 fine
Third offense: \$500.00 fine and Action by the Board*
- c. Suspected Drunk or Reckless Driving:
Driver will be detained by Security, and Beaufort county Sheriff's Department will be called.
- d. Failure to Stop at Stop Sign:
First offense: Written citation Second offense: \$25.00 fine
Third-plus offenses: \$50.00 fine
- e. Improper use of Motorcycles and Mopeds:
First offense: Written citation Second offense: \$25.00 fine
Third-plus offense: \$50.00 fine

* Action by board may result in revoking driving privileges in Windmill Harbour for a determined period of time.

2. **ILLEGAL PARKING:**

- a. Blocking a fire hydrant, fire lane, mailbox, driveway, walkway or impeding traffic flow:
First offense: Written citation Second offense: \$50.00 fine and/or TOWING
Third offense: \$500.00 fine and TOWING
- b. Any illegal parking on vacant lots will result in \$25.00 per-day fine 24 hours after expiration of pass, and possible towing.
- c. Commercial vehicles may not be parked overnight on any property unless authorized by Security.
First offense: Written warning Second offense: \$50.00 fine per day
Third offense: \$100.00 fine per day
- d. Utility trailers, boats, boat trailers, campers, recreational vehicles, U-Hauls, storage pods and oversized vehicles may be placed for a maximum of 24 hours on the paved surfaces of a resident's lot for loading, unloading or cleaning. (Section Four, paragraph 6). Violation result in a \$50.00 per-day fine.
- e. Non-operational vehicles are prohibited from being parked in the driveway or stored up on blocks in the driveway (Section Four, paragraph 3). Violators will be subject to:
First offense: Written warning
Second offense: \$25.00 per day until vehicle is moved
- f. Parking overnight on streets or POA property without Security authorization
First offense: Warning
Second Offense (within 6 months): \$25.00
Third Offense (within 6 months): \$50.00
Fourth and subsequent offenses (within 6 months): \$100.00 each occurrence

B. **GUEST PASS VIOLATIONS** - Obtaining guest pass for commercial purposes:

First offense: Written citation
Second offense: \$50.00 fine
Third offense: \$100.00 fine
Fourth offense: Action by the Board

C. **GOLF CART VIOLATIONS** (Section I.D.):

First offense: Written warning
Second offense: \$25.00 fine
Third offense: \$50.00 fine

D. **COMMUNITY SWIMMING POOL**- For any violation of the swimming pool and pool area, the following fine and penalty action will be applied:

First Offense – Written Citation
Second Offense - \$100 fine will be levied against the owner
Third Offense - \$250 fine to the owner and action of the Board including banishment of the pool for 90 days.

E. **PROPERTY MAINTENANCE**

1. **EXTERIOR HOME MAINTENANCE:**

- a. General Maintenance: No ARB approval or permit is needed for power washing; however,

ARB approval is needed to repaint your house, even the same color, or to replace your roof (no fee involved in either case) (Section III.D.):

- i. Failure to maintain exterior of house will result in a written warning to complete work within 14 working days.
- ii. If work is not completed in designated time, a fine of \$25.00 per day will be levied until work is completed.
- iii. The POA has the right to implement any such repairs, and any costs involved will be billed to the property owner.

2. **REMODELING OR MODIFICATION OF HOUSE:** Homeowner must contact the ARB and pay all appropriate fees to obtain an ARB Building or remodeling Permit. **Remodeling or modification without ARB approval is subject to Board action/minimum fine of up to \$2,500 and/or removal of said modification. Upon notification, construction must stop immediately, and owner must follow ARB procedures including applying for a proper permit.**

- a. The ARB may consider granting permits for modifications done without a prior permit if an application fee double the amount normally charged for such permit is paid as part of such application.

3. **LANDSCAPING MAINTENANCE**

- a. **LANDSCAPE MODIFICATIONS:** Homeowner must contact the ARB for major landscaping modifications, as per the Covenants, and pay appropriate fees per the ARB fee schedule. Landscaping modifications, as solely determined by the ARB, without ARB prior approval is subject to Board approval and fine of up to \$1,000.00 and/or removal of said modification.
- b. **TREE REMOVAL OR TRIMMING:** Any illegal tree removal or limb trimming without written permission will result in steep fines in accordance with the Beaufort County ordinance (Section III.C.)
- c. The ARB may consider granting permits for modifications done without a prior permit if an application fee double the amount normally charged for such permit is paid as part of such application

F. **ANIMAL CONTROL**

ANIMAL CONTROL POLICY IS DICTATED BY BEAUFORT COUNTY ORDINANCE.

- 1. Leash-law, ID-collar and pet-waste violations (Section VIII)
First offense: Written warning
Second offense: \$25.00 fine Third offense: \$50.00 fine
Chronic offenders: Security will call Beaufort County Animal Control, who may impound the dog or cat. Legal action may also be taken against the owner.

G. **DISCHARGE OF FIREARMS/FIRECRACKERS**

Discharge of firearms is not only against Windmill Harbour Rules and Regulations but is against the law. Anyone discharging a firearm into the marsh or anywhere else in the community will be turned over to the Beaufort County Sheriff's Department for prosecution. Setting off fireworks is also forbidden and will be reported to the Sheriff's Department.

H. **NOISE CONTROL**

No mowers, blowers, trimmers, edgers, compressors before 7:00 a.m. and after 6:00 p.m.
No excessive partying after 11 p.m. First offenders will receive a warning; subsequently, offenders will be

fined \$25.00 per infraction.

**SECTION XI.
CONTACT INFORMATION**

Association's Management Agent: IMC Resort Services, Inc.
2 Corpus Christi, Suite 302, Hilton Head Island, SC 29928
Office: 843-785-4775
Fax: 843-785-3901
Email: Jaime@IMChhi.com
Email: WHABoard@WindmillHarbour.org
Website: www.windmillharbour.org

Security Office: 1 Harbour Passage
Hilton Head Island, SC 29926
Office: 843-681-6405
Fax: 843-681-6420