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**AMENDED AND RESTATED DECLARATION  
OF COVENANTS, CONDITIONS AND  
RESTRICTIONS VICTORY POINTE  
TO BE HEREINAFTER ENTITLED AS  
THE VICTORY POINTE COVENANTS**

**VICTORY POINTE PROPERTY OWNERS ASSOCIATION, INC.  
MOUNT PLEASANT, SOUTH CAROLINA**

**Adopted August 15, 2017**

***NOTICE TO CLOSING ATTORNEYS: THIS DECLARATION IMPOSES  
ASSESSMENTS CONSTITUTING A LIEN ON EACH LOT IN THE VICTORY  
POINTE COMMUNITY. PLEASE CONTACT THE ASSOCIATION TO  
DETERMINE THE STATUS OF A PARTICULAR LOT WITH RESPECT TO  
PAYMENT OF ASSESSMENTS. THE ASSOCIATION'S CONTACT  
INFORMATION MAY BE FOUND ON THE SECRETARY OF STATE'S WEBSITE***

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**AMENDED AND RESTATED DECLARATION  
OF COVENANTS, CONDITIONS AND  
RESTRICTIONS VICTORY POINTE**

This Amended and Restated Declaration, made on the date hereinafter set forth by Victory Pointe Property Owners Association, Inc. ("Association") effective August 15, 2017.

**WITNESSETH**

WHEREAS, the Victory Pointe Property Owners Association, Inc. ("Association") is the successor in interest to certain rights and duties of Charleston National Properties, LLC ("Company") with respect to properties located within the community known as Victory Pointe, within Charleston National Subdivision in Charleston County, South Carolina more particularly described as:

ALL those certain pieces, parcels and tracts of land, together with improvements thereon, located in the Town of Mount Pleasant, Charleston County, State of South Carolina, and shown and designated as Lots 4168, 4172, 4176, 4180, 5041, 5045, 5046, 5050, 4213, 4209, 4205, 4201, 4197, 4193, 4189, 4185, 4181, 4177, 4173, 5027, 5031, 5035, 5039, 5043, 5034, 5030 and 5026 on Plat entitled "A CONDITIONAL SUBDIVISION PLAT OF 'THE BLUFF' AT CHARLESTON NATIONAL TRACT 12, VICTORY POINTE DRIVE & PUMP STATION SITE CHARLESTON NATIONAL COUNTRY CLUB TOWN OF MOUNT PLEASANT, CHARLESTON COUNTY, SOUTH CAROLINA", by South Star Surveying, Inc., dated September

11, 1995 and recorded in Plat Book EA at pages 798 and 799, in the RMC Office for Charleston County, South Carolina.

SAID Lots having such size, shape, butting, bounding and dimensions as will by reference to said plat more fully and at large appear.

ALL Lots are subject to utility easements and other easements as shown on the said plat.; and

WHEREAS, the Association and the Owners wished to amend and restate the Declaration of Covenants, Conditions and Restrictions Victory Pointe affecting certain lands within Victory Pointe; and

WHEREAS, the Declaration of Covenants, Conditions and Restrictions Victory Pointe was dated September 29, 1995, and recorded September 29, 1995 in Deed Book L260 at Page 544 in the Charleston County RMC Office ("Declaration"); and

WHEREAS, the Victory Pointe Property Owners Association, Inc. ("Association") is the Association and its Members are the Owners of certain property known as Victory Pointe in the Town of Mount Pleasant, County of Charleston, State of South Carolina; and

WHEREAS the Declaration establishes the Association, of which each Owner is, pursuant to Article III Section 1, a Member, as the vehicle of administering the Declaration; and

WHEREAS, Article IX, Section 4 of the Declaration provides that the Declaration may be amended by action of not less than seventy-five percent (75%) of Lot Owners; and

WHEREAS, the requisite supermajority of Owners of Lots in Victory Pointe have properly approved the adoption of these Amended and Restated Declaration of Covenants, Conditions and Restrictions Victory Pointe ("Covenants");

NOW, THEREFORE, by execution and recordation of this instrument the Association and its Members hereby declare the requisite supermajority of the owners do declare that the Declaration is amended and Restated as set forth herein and that the Properties described above shall be held, sold and conveyed subject to the following Covenants:

## **ARTICLE I**

### **DEFINITIONS**

A. Association means Victory Pointe Property Owners Association, Inc., a non-profit corporation organized and existing under the laws of the State of South Carolina, its successors and assigns, as evidenced by its Articles of Incorporation, issued on the 11<sup>th</sup> day of September, 1995, by the Secretary of State, State of South Carolina. The Association includes the Owners of that portion of a certain residential community known as Victory Pointe at Charleston National Country Club, which is described herein as "Property."

B. Architectural Control Authorities means the Board any appointees of the Board or any architectural control committees appointed by the Board.

C. Architectural Guidelines means this set of policies rules and procedures which may be adopted and/or amended by the architectural control of authority from time to time which shall act as a guide for the architectural control and review process and for maintenance construction or renovation within Victory Pointe.

D. Assessments mean that term as utilized in Article IV herein

E. Board means the Board of Directors of the Association

F. By-laws means the set of standing rules governing the regulation of the internal affairs of the Association (separate document), including, but not limited to, regulations regarding membership in the Association, members' voting rights, management of the Association by the Board of Directors, meetings of the Board and the Association, and assessments, fines, penalties, or transfer fees levied against Lots or Members.

G. Common Area means all real and personal property, lagoons, lakes, ponds, fresh water wetlands, salt water marsh, waterways, protected natural areas, which are or may be subject to the Corps of Engineers or the SCDHEC Office of Ocean and Coastal Resource Management (OCRM), and easements together with any amenities and improvements thereon or thereto, which is now or hereafter owned, deeded, leased to, occupied by, or which is the subject of a use agreement with the Association, wherein the property therein described is specifically denominated to be a part of the Common Area for the common use and enjoyment of Owners. The Common Area may include among other things maintenance and drainage areas, easements, roads, streets, parking lots, walkways, sidewalks, leisure trails, bike paths, street lighting, signage, flowers, bushes, trees, and other vegetation, and the area between any property line of an Owner and the mean high water mark of any adjoining river, tidal creek, lagoon, lake, pond, marsh, or other waterway. The Common Area to be owned by the Association at the time of the conveyance of the first Lot are the roads, described as follows:



All those pieces, parcels or tracts of land, situate, lying and being in the Town of Mount Pleasant, Charleston County, South Carolina, shown and designated as “Victory Pointe Drive”, “Victory Pointe Court”, and “Barrier Island Court”, on the aforementioned Plat recorded at Plat Book EA, page 798 & 799, in the RCM Office for Charleston County.

H. Declaration means this Declaration of Covenants, Conditions, and Restrictions which governs the Victory Pointe Property Owners Association and the Property.

I. Director means an appointed or elected member of the Board of Directors of the Association.

J. Lot means any plot of land shown as a numbered parcels or Lot of land upon any recorded subdivision map or plat of the Properties with the exception of Common Area, streets dedicated to a public body, and areas for public utilities.

K. Member means any Owner.

L. Owner means the recorded owner, whether one or more persons or entities, of a fee simple title to any Lot or Unit which is a part of the Properties, including contract sellers but excluding any person or entity having an interest merely as security for a or for the performance of an obligation. Owner shall also mean the heirs, successors, and assigns of any Owner.

M. Permittee means the respective family, agents, customers, invitees, licensees, employees, servants, contractors, tenants and tenants’ agents, customers, invitees, licensees, employees, servants and contractors of each Owner, subject to applicable Regulations.

N. Properties means and refers to certain real property hereinbefore described and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

## **ARTICLE II**

### **PROPERTY RIGHTS**

§1. Owners' Easement of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be the appurtenant to and shall pass with the title to every Lot.

§2. Delegation of Rights of Enjoyment. Any Owner may delegate, in accordance with the By-laws of the Association, the right of enjoyment to the common area and facilities to his or her Permittees, subject to the limitations set forth in the estate declaration and the regulations establish an amended from time to time. Any Owner shall be responsible at all times for and liable for the actions of that Owner's Permittees and their pets and animals or anyone else on the common area with the permission of said Owner or otherwise on the common area due to the actions or lack of action taken by said Owner and shall further be responsible for payment of any assessments for noncompliance levied for their noncompliance with this declaration, the By-laws or the regulations establish an amended from time to time, which assessments shall become a continuing lien on the Lot of such Owner.

§3. Additional Improvements. No Owner shall without prior written approval of the Board construct or modify any improvement in the common area.

§4. Right to Transfer. Notwithstanding any of the foregoing, Association maintains the right to dedicate or transfer all or any part of the Common Area to any public agency,

authority or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of the Members has been recorded.

§5. Delegation of Use. Any Owners may delegate, in accordance with the By-Laws, their right of enjoyment to the Common Area and facilities to the members of their family, a Significant Other, their tenants or to contract purchasers who reside on the property.

### **ARTICLE III**

#### **MEMBERSHIP AND VOTING RIGHTS**

§1. Membership. Every Owner shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

§2. Voting Rights. All Members shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot all such persons shall all be Members. The vote for such Lot, shall be exercised as they determine evidenced by a certification, signed by all Owners of the Lot or of the entity that owns the Lot which identifies the individual entitled to vote with respect to the Lot and submitted to the Board, but in no event shall more than one vote or any partial vote be cast with respect to any Lot. If the Owners of the Lot do not provide such certification to the Board, no vote can be cast for that Lot.

## **ARTICLE IV**

### **COVENANT FOR ASSESSMENTS**

§1. Creation of the Lien and Personal Obligation of Assessments. Each and every Owner of any Lot or Lots within the Properties, hereby covenants, and each Owner by acceptance of a deed therefor, whether or not it shall be so expressed in such deed or other conveyance shall be personally obligated is to pay to the Association the Assessments and the Association's cost of collection, including, without limitation, any collection fees, attorneys fees, late fees, administrative fees and charges, and court costs incurred in collecting the Assessments, or in enforcing or attempting to enforce the Declaration, By-laws, architectural guidelines and regulations. Except as to first mortgages as hereinafter provided, a sale or transfer of the Lot shall not affect the assessment lien which shall pass to successors in the title.

§2. Purpose of Assessments. Assessments, together with interest thereon and other costs of collection shall be a charge on the land and shall be a continuing lien upon the Lot or Lots against which such assessments are levied. Owners of any Lot shall share in the obligation of any other Owner of the Lot and shall be jointly and severally liable for any Assessments and collections costs attributable to that Lot. In the event an Owner holds title to multiple Lots in the community, the Association's continuing lien shall be treated as one of all – encompassing lien over all the Lots of that Owner for purposes of the remedies set forth in this Declaration.

§3. Types of Assessments. The Board shall have the authority to issue the following types of Assessments: (1) annual assessments or charges, (2) special assessments for capital improvements (3) assessments for working capital, (4) assessments for budgetary

shortfall, (5) assessments for noncompliance with this Declaration, the By-laws of the Association and rules and regulations established and amended from time to time by the Board. Such assessments to be established and collected as hereinafter provided.

§4. Annual Assessments. The annual assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Properties and for improvement and maintenance of the Common Area, buffer areas, security gates, and equipment located within the Common Area, maintaining, replanting and improving any planter islands located within the rights of way of any streets, repaving and maintenance of streets designated as Common Areas, lawn maintenance and ground care and landscaping of the property located within the Common Area and maintaining all drainage facilities and retention ponds, lakes or lagoons not maintained by a public body and other similar purposes, including the enforcement of Association requirements. The Board shall at all times fix the annual assessment based on the Association's budget for the period of the annual assessment. The amount of the annual assessment shall be uniform for each Lot except as set forth herein and shall be assessed against all Lots at the time of the assessment. If the Board fails to set an annual assessment, then the previous annual assessment shall continue until a new annual assessment as set. In the event of an unbudgeted cash surplus, the Board shall have the authority to apply some or all of the surplus toward capital improvement funds or reserves.

§5. Maximum Annual Assessment. Until January 1 of the year immediately following the issuance of the first certificate of occupancy for a completed dwelling on a Lot in the

Properties, the maximum annual assessment shall be Six Hundred dollars (\$600.00) per Lot.

- A. From and after January 1997; the maximum annual assessment may be increased each year not more than five percent (5%) above the maximum assessment for the previous year without a vote of the membership.
- B. From and after January 1997; the maximum annual assessment may be increased above the five percent (5%) by a vote of two-thirds (2/3) of members who are voting in person or by proxy or electronically at a meeting duly called for this purpose.

§6. Assessments for Noncompliance; Limits; Notice and Hearing. In the event that any Owner(s) or their Permittees fail to comply with any of the provisions of the Declaration, the By-laws of the Association, architectural guidelines or regulations established or amended by the Board or the ACC, from time to time, relating to any portion of the property, including without limitation violations occurring on the Lots, common areas, and street, the Board may issue assessments against the responsible Lot Owner(s) which shall be an assessment for noncompliance. The Association's goal is to have all Lot Owners comply with their duties and obligations to their neighbors and the Association. Assessments for noncompliance are not a penalty but rather are a means to compensate the Association for compliance efforts and to obtain and ensure such compliance. Because each day brings a new opportunity for compliance, assessments for noncompliance shall be imposed in a daily amount of Twenty-Five Dollars (\$25.00) per day as further set forth in this Section 6, however, the aggregate assessment for noncompliance associated with a particular violation shall not exceed One Thousand

Dollars (\$1,000.0) even if the violation continues beyond forty (40) days. All assessments for noncompliance are a lien on the Lot or Lots of that Owner(s) and may be treated as any other lien related to an unpaid assessment. Notwithstanding any other enforcement provision in the Declaration, the Association shall not seek to foreclose solely on any lien(s) resulting from unpaid assessments for noncompliance.

Prior to the imposition of any assessment for noncompliance, the Board shall provide written notice to the Lot Owner of the nature of the noncompliance, the actions which could be taken to correct the noncompliance, and a five (5) day period of time in which to correct the noncompliance before such assessment shall be imposed. Should the Lot Owner correct the noncompliance within the five (5) day period, no assessment under this Section will be imposed for the noncompliance. If the Lot Owner disagrees that the conduct or condition constitutes noncompliance, such Lot Owner may obtain a hearing from the Board on the issues pertinent thereto by providing to the Board President a request for such hearing within five (5) days of receipt of notice of the noncompliance. Such hearing request shall be in writing and shall include a copy of the Board's notice of noncompliance as well as a statement of the facts and reference to any provisions of the Declaration's, By-laws or other documents that support the Lot Owner's position. The Board will hold the requested hearing within a reasonable amount of time after the request is received considering the circumstances of the violation. The Board may elect to hear witnesses and accept documents as part of such hearing. After the hearing, the Board will issue its decision on the violation and all parties shall comply therewith. If the Board upholds the finding of noncompliance, the Lot Owner shall have five days to correct the noncompliance before assessments may be issued under this Section. If the

Board determines noncompliance cannot reasonably be abated in five days, the Board shall allow such longer time as the Board deems reasonable for the Lot Owner to correct such noncompliance and as long as the Lot Owner proceeds diligently to correct the noncompliance, the Board shall not impose an assessment under this Section for such noncompliance.

If the Lot Owner does not agree with the Board's decision, the Lot Owner may appeal the Board's decision and obtain a hearing from a third party on the issues pertinent thereto by providing to the Board President a request for such appeal hearing within five days of receipt of notice of the Board's decision. Such hearing request shall be in writing and shall include a copy of the Board's notice of noncompliance, the Board's decision from which the Lot Owner seeks to appeal, as well as a statement of the facts and reference to any provisions of the Declaration's, By-laws or other documents that support the Lot Owner's position. The Board will appoint an individual to act as a Hearing Officer on the appeal who is neither a Board Member, resident of the Association, Lot Owner, nor family member of any of the preceding. The person chosen as a Hearing Officer shall have some familiarity with the types of issues that are the subject of the violation. The Lot Owner and the Association shall split the cost of the Hearing Officer and the hearing on the appeal. The appeal hearing shall be held within a reasonable amount of time after the appeal is filed considering the circumstances of the violation. After the hearing, the Hearing Officer will issue its decision on the violation and all parties shall comply therewith.

**§7. Special Assessments for Capital Improvements.** In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a



special assessment applicable to that year only for the purpose of defraying, in whole or part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, or to increase working capital of the Association, provided that any such assessment shall have the assent of two thirds (2/3) of the votes of the Members voting in person or by proxy or electronically at a meeting duly called for this purpose.

§8. Working Capital Collected at Closing. Each purchasing Owner of property subject to this Declaration shall pay to the Association the sum of One Thousand Dollars (\$1000.00) at the Lot or Property closing and/or resale as a special working capital assessment to be placed in a separate Account known as The Road Fund for road repairs and maintenance. Such sums as are collected are, and shall remain, separate and distinct from annual assessments, and shall not be considered advance payment for annual assessments. Each such Owner share of the working capital is collected at closing and must be transferred to the Association at the time of closing and placed in the designated Fund.

§9. Assessments for Budgetary Shortfall. In addition to the annual assessment, the Board may at its option, draw from the appropriate reserve funding or working capital funds or may levy, in any period, an assessment (which must be fixed in the uniform rate for all Lots), applicable to that period only to cover any unexpected shortfall in the cash flow the Association. The Board may determine in its sole discretion whether or not the Association shall be required to replace such reserve funding or working capital funds used by the Association in the manner set forth in this section. An assessment for budgetary shortfall may be enacted by the majority vote of the Board if the total of the

budgetary shortfall assessment and the annual assessment does not exceed the maximum assessment amount under this article. To the extent the addition of a budgetary shortfall assessment onto the annual assessment for a period exceeds the maximum assessment under this article, such budgetary shortfall assessment can only be adopted with a two thirds majority vote of the members entitled to vote by proxy, in person or electronically at a meeting duly called for that purpose.

§10. Notice and Quorum for Any Action Authorized Under Sections 5 and 7. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called the presence of members or proxies entitled to cast twenty five percent (25%) of all the votes shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

§11. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis not to exceed six (6) months.

§12. Date of Commencement of Annual Assessments Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of each year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice

of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for reasonable charge furnish a certificate signed by an officer of the Association setting forth whether the assessments on the specified Lot have been paid. A properly executed certificate of the Association as to the status of the assessments on a Lot is binding upon the Association as of the date of its issuance.

§13. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall be subject to a late charge of five percent (5%) of the assessment due and shall thereafter bear interest from the due date at a rate of eighteen percent (18%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Properties. If the Association is required to bring any action to collect fees and assessments, it shall be entitled to recover all costs and expenses of collection including reasonable attorney's fees. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of this Lot.

§14. Exemption and Waiver from Homestead Exemption. Any lien provided for herein shall be exempt from the South Carolina Homestead Exemption. If such lien is foreclosed upon, each Owner by acceptance of the deed to a Lot waives any right to assert a homestead exemption.

§15. Notice of Appraisal Rights and Waiver of Same. South Carolina law provides that in real estate foreclosure proceedings a defendant against whom a personal judgment is taken or asked may apply to the court for an order of appraisal within 30 days after the

sale of the mortgaged property. The statutory appraisal value as approved by the court would be substituted for the high bid and may decrease the amount of deficiency owing in connection with the transaction. The Association, to the extent allowed by South Carolina law, hereby waives and relinquishes the statutory appraisal rights which means the high bid at the judicial foreclosure sale will be applied to the debt regardless of any appraised value of the Lot.

§16. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosures or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

## **ARTICLE V**

### **ARCHITECTURAL CONTROL**

§1. Prior Approval for Changes and Additions Required. No building, fence, wall, landscaping or other structure shall be commenced, erected, replaced, modified or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the complete plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association or by an Architectural Control Committee ("ACC") composed of three (3) or more

representatives appointed by the Board. If the Board does not maintain a separate ACC, the Board shall act as the ACC in addressing ACC issues. The ACC appointees should be homeowners not related to a Board member and representative of three different residences other than those of Board Members. If the Board is unable to find sufficiently interested persons to serve, the Board shall act as the ACC in addressing ACC issues. The Board may delegate to the ACC the final decision making authority on any particular issues or types of decisions and on all other matters, the ACC shall make a recommendation to the Board for Board approval. As used in this Declaration, the term "ACC" shall also include the Board for any issues or types of decisions not delegated to the ACC. Should the ACC fail to reach a majority vote or a vote ends in conflict on issues or types of decisions the Board delegated to the ACC, the Board of Directors shall be called to vote on the issue at hand. Should a majority vote of a total of the votes with the ACC and the Board members not be possible, or where emotions are affecting the harmony of the community, the Board may establish an *ad hoc* committee comprised of residents to seek a resolution. The Board, or the ACC on delegated issues, shall approve or disapprove such design and location within forty-five (45) days after said complete plans and specifications have been submitted to it. The ACC may adopt Rules and Regulations to address procedures, issues and requirements relative to the ACC's duties and authority. Such Rules and Regulations shall be provisionally approved by a majority of the ACC and submitted to the Board for review and final approval. The ACC Rules and Regulations shall become final if approved by a majority vote of the Board. No Owner or person shall fail to comply with any rules or regulations so adopted by the ACC, now with the terms and conditions of any approval by the ACC.

§2. Right of Appeal. If an Owner is aggrieved by the decision of the ACC, such Owner may appeal the final decision of the ACC to the Board pursuant to the processes required by the ACC or set forth in guidelines or regulations of the ACC. The failure to publish architectural guidelines shall not in any manner adversely affect the review authority of the ACC or the Board as set forth in this declaration including, without limitation, the authority to approve any and all improvements on any and all Lots or the Properties.

§3. Approval Or Variance Does Not Constitute Waiver. Approval by the Board or the ACC of any plans and specifications or the granting of a variance to any architectural guidelines and regulations if established shall not be construed in any way to set a precedent for approval, alter in any way the published architectural guidelines, or be deemed a waiver of the Board or the ACC's rights in its discretion to disapprove the similar plans and specifications, use of any improvement or any of the features or elements which are subsequently submitted for use in connection with any other Lot. Except for the right of the Board to approve or disapprove the plans or proposals on appeal, approval of the plans relating to any Lot shall be final as to that Lot in such approval may not be reviewed or rescinded thereafter by the ACC, provided that there has been adherence to and compliance with the plans as approved in writing and any terms and conditions attached to any such approval and the regulations.

§4. Fees and Deposits. The ACC may charge a reasonable fee for its initial and subsequent review, the amount of which shall be established by the ACC or set forth in its rules and regulations. The ACC may, at its option, employ outside professional services for review of plans and specifications and may accord pay accordingly for such service. The charging of fees in the hiring of professionals for this purpose by the ACC

must be approved by the Board. The ACC may, at its option, require an Owner to make a deposit to ensure compliance with the approval or the regulations in an amount and upon conditions to be determined by the ACC. The setting of an amount as a compliance deposit or of conditions for compliance for any one Lot, shall not in any way act to set a precedent or affect in any way the setting of an amount or conditions of compliance for any other Lot or for any other set of plans which are to be or have been approved by the ACC. If collected, such compliance deposit may be retained or utilized by the ACC in any manner that they determine to be reasonable, including the payment of attorney's fees to ensure that any violation of the Declaration by that Owner is remedied, including the failure of the Owner to pay assessments levied by the Association against their Lot.

**§5. Responsibility for Defects and Damages.** Neither the Board, any Director nor any member of the ACC shall be responsible or liable in any way for any defects in any plans or specifications approved by the ACC, nor for any structural defects in any work done according to, said plans and specifications approved by the ACC. Further, neither the Board the ACC nor any member of either shall be liable for damages to anyone submitting plans or specifications for approval under this Section to any Owner affected by this Declaration by mistake of judgement, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications. Every person who submits plans or specifications to the ACC for approval by submission of such plans and specifications and every Owner agree that he or she will not bring any action or suit against the Board, the ACC or any member of either to recover for any such damage.

## **ARTICLE VI**

### **STREETS**

§1. Private Streets. It is the intention that all streets within Victory Pointe will remain private subject to the right to dedicate to a public body as provided by Article II Section 1 of this Declaration.

§2. Egress/Ingress. All members of the Association shall have a right of ingress and egress across all streets within Victory Pointe.

## **ARTICLE VII**

### **NON-DEDICATION**

The Common Area as described herein and any further common areas are not hereby dedicated for the use of the general public but are dedicated to the common use and enjoyment of the homeowners in Victory Pointe Property Owners Association.

## **ARTICLE VIII**

### **RESTRICTIONS AND EASEMENTS**

This section combines and incorporates restrictions and easements included in the original, Declaration of Covenants, Conditions, Restrictions, and Easements which are referenced herein and imposed on the Properties.

§1. Residential Use of Properties. All Lots shall be used for residential purposes and limited business activity (as defined below) may be carried on upon a Lot at any time.

§2. Limited Business Use. No business use of any kind shall be permitted on any Lot except as follows: The occupation, profession, or trade must be a secondary use of the dwelling, the primary use of such dwelling serving for residential purposes. The occupation, profession, or trade must be carried on wholly within the dwelling. No



merchandise or article shall be displayed for advertising purposes, or displayed in such a way as to be visible from outside the dwelling. No merchandise or article shall be stored other than inside the dwelling. There shall be no alteration of the residential character of the dwelling. No person, not resident of the premises, shall be employed unless such employees, or consultants, etc. work elsewhere than at the dwelling. No traffic shall be generated by such home occupation, profession, or trade in greater volume than would normally be expected in a residential neighborhood, and any need for parking generated by the conduct of such home occupation, profession, or trade shall be met off the street and other than in a front, side, or back yard. The occupation, profession, or trade shall generate no noise, vibration, glare, heat, smoke, odor, or dust perceptible to adjacent Lots. The occupation, profession, or trade shall be licensed, if required by the Town of Mount Pleasant, and shall meet any and all requirements of the Customary Home Occupation zoning code of the Town.

**§3. Building Construction.**

- A. **Building Height and Construction and Size.** Not more than one single-family dwelling, not to exceed three (3) stories in height, shall be erected on any Lot unless otherwise approved, in writing, by the Architectural Control Committee. The maximum height allowed is thirty-eight (38) feet. The heated living areas of all homes shall not be less than 2500 square feet. Building height and construction for the three Woodlake Lots immediately outside the gates to Victory Pointe are under the control and enforcement of the ACC and the Board.

**B. Setbacks, Building Lines, Property Use, and Construction Requirements.**

(i) Location on Lot. Each dwelling which shall be erected on any Lot shall be situated on such Lot in accordance with the building and setback codes of the Charleston National Country Club Planned Development Ordinance of the Town of Mount Pleasant South Carolina, as amended, and as follows.

(ii) Setback. Any building or structure shall be set back at least thirty feet (30') from any private street rights of way line on which it fronts. Exceptions may be granted by the Architectural Control Committee as to corner Lots and Lots on culs-de-sac.

(iii) ACC Approval. However, in each case individual setbacks and sidelines must be approved by the Architectural Control Committee for aesthetic value and the ACC may require a greater setback so long as the required setback does not violate the setback requirements of the Town of Mount Pleasant, South Carolina. In certain cases, the ACC may require an Owner to seek a variance from the Town of Mount Pleasant, South Carolina, if necessary to protect important trees, vistas, or to preserve aesthetic value.

(iv) One Dwelling Per Lot. No more than one (1) dwelling unit shall be built upon any Lot.

(v) Parking. The Owner shall provide parking for at least two vehicles (2) upon the Lot.

(vi) Walls and Fences. No fences or other structures are allowed in drainage easements. Fences that are the same retaining walls of masonry construction which do not in any event rise above the finished grade elevation of

the earth embankment so retained, reinforced or stabilized may be erected with ACC approval and OCRM approval. All walls and fences must be approved by the Architectural Control Committee in accordance with guidelines on file with the ACC. Fences shall be located to the rear of the dwelling, not enclose the entire rear yard or side yard adjacent to any street, shall never be on the real Lot line adjoining any lagoon. Approval may be granted for a limited portion of the fence to be somewhat forward of the rear of the dwelling for a specific purpose such as the enclosure of HVAC equipment located at the side and near the rear of the dwelling. Fences shall relate architecturally to the main dwelling, be wrought iron or cast aluminum or similar open appearances and may NOT be privacy fences and must be approved by the ACC. No chain link fences shall be allowed. Fences shall not exceed four (4) feet in height unless greater height is required by zoning ordinance.

(vii) Subdivision and Combining of Lots. No Lot shall be subdivided. Two or more Lots may be combined to form a fewer number of Lots so long as any resulting Lot(s) meet all subdivision and zoning requirements. Any easements alongside Lot lines which are abandoned in the combination of Lots shall deemed automatically abandoned unless there is in fact an easement or utility located along or adjacent to said Lot line. The Owner of any combined Lot shall be responsible for all costs and expenses of removing or relocating any utility located along or adjacent to any side Lot line being abandoned. The combination of Lots will not reduce the assessment due and the Owners of property combining Lots shall be responsible to apportion their respective share of

the assessments attributable to the Lot being combined into their respective Lot. For example, if two (2) property Owners buy a Lot between them and split the Lot then each of the property Owners shall pay one and one and half ( 1 ½) of the normal assessment for the new Lot.

(viii) Woodlake. Setbacks and building lines for the three Woodlake Lots immediately outside the gates to Victory Pointe are under the control and enforcement of the ACC and the Board.

(ix) Terraces, Eaves, etc. For the purpose of determining compliance or non-compliance with the foregoing building line requirements, terraces, stoops, eaves, wing walls and steps extending beyond the outside wall of a structure shall not be considered as a part of the structure.

(x) Buffer Strips. All buffer strips shown on any recorded plat shall be maintained by the Owner thereof as a planted and landscaped area. No building or structure shall be constructed and no parking areas or other use may be maintained within the buffer strips.

(xi) Obstruction to View at Intersections. The lower branches of trees or other vegetation shall not be permitted to obstruct the view at intersections so as to interfere with traffic flow or to create a safety hazard within a twenty-five (25) foot radius of the corner Lot Line.

(xii) Mailboxes, Property Identification Markers. All mailboxes, supports, and all other parts of receptacles for the receipt of mail or similarly delivered materials, shall be of the same design, approved by the U. S. Postal Service, and as specified by the Architectural Control Committee. The ACC shall

have the right to approve the location, color, size, design, and all other particulars for mailboxes. The mailbox structure shall be installed at the curb in alignment with others on the street. The street name and house number shall be shown on the mailbox as required by Mount Pleasant Town Code. Numbers shall be three (3) inches high and letters one (1) inch high in white block style and displayed in plain view on the side facing approaching traffic. Mailboxes, supports, and emblems shall be complete and maintained in good condition and repaired and replaced in a timely manner. Except for mailboxes, no other types of receptacle for receipt or storage of newspapers or other delivered material shall be erected or kept on any Lot between the street and the applicable building setback line for that Lot. As required by Mount Pleasant Town Code, house Numbers shall be no less than three (3) inches high, made of a durable and clearly visible material, and in a contrasting color from the building and shall be conspicuously placed immediately above or at the side of the proper door so that the numbers can be seen plainly from the street line unless the Residence is set back more than fifty (50) feet from the street line, in which case the number must be placed near the walk, driveway, or common entrance so as to be easily discernible from the street line. Numbers may be displayed on the garage in this aforementioned situation. New numbers on the front of the home must be approved by the ACC.

(xiii) Outbuildings, Temporary and Mobile Structures, and Vehicles. No structure of a temporary nature, unless approved in writing by the Architectural Control Committee, shall be erected or allowed to remain on any Lot, and no trailer, camper, motor home, bus, truck, shack, tent, garage, barn, or other

structure of a similar nature shall be used as a residence, either temporarily or permanently, without prior written approval of the Board of Directors; provided this paragraph shall not be construed to prevent a Developer and those engaged in construction from using sheds, trailers, or other temporary structures during construction.

(xiv) Temporary Household Goods Containers. A temporary portable household goods container or temporary portable storage container shall not be kept on a Lot without prior written approval of the Architectural Control Committee and may be kept in a driveway for up to two weeks unless approved for more than a two-week period by the ACC. A copy of the approved ACC approved request form shall be displayed prominently on the side or end of the container facing the street. The storage container must fit in the driveway and shall not be left on the street overnight.

(xv) Completion of Construction. The Architectural Control Committee, or the Board acting as the ACC, shall have the right to take appropriate Court action, whether at law or in equity to compel the immediate completion of any building or structure not completed within one (1) year from the date of commencement of construction and six (6) months on the completion of the exterior.

(xvi) Re-Building Requirement. A Residence on a Lot which has been destroyed in whole or in part by earthquake, fire, windstorm, or any other cause or by act of God must be rebuilt with reasonable promptness as determined by the ACC. Alternatively, the damaged or destroyed Residence and all debris must be

removed from the Lot and the Lot shall be restored to a natural condition within four (4) months, except in the event that a major natural disaster causes such damage and condition that an additional time allotment is needed to restore and/or rebuild the Residence and/or to restore the Lot to natural condition.

(xvii) Pets, Livestock. No wild animals, livestock, poultry, wild birds, reptiles, or amphibians shall be raised, bred, or kept on any Lot. Dogs, cats, fish, birds, or other household pets, in reasonable numbers, which are customarily kept as pets are allowed on Lots provided that they are not kept, bred, or maintained for any commercial purposes. All animals on property must not constitute a nuisance or annoyance to neighbors or cause unsanitary conditions. Such household pets, including but not limited to dogs and cats, shall be maintained upon the Owner's or Resident's Lot and shall not be allowed to go upon another Owner's Lot. It shall be considered a nuisance and against the ordinance of The Town of Mount Pleasant if such pet is allowed to be upon the streets unless under a leash or carried by the Owner. All waste material shall be removed immediately. Exception is allowed for Owners or Residents participating in the Charleston County and Town of Mount Pleasant spay/neuter/release program for feral and roaming cats. Non-Owner Residents may not keep any pet on a Lot without prior approval of the Owner of the Lot.

(xviii) Wildlife. No Owner or Resident or guest of an Owner or Resident shall harass, feed, entice, or harm an alligator either on land or in a lagoon as mandated by law. No wildlife of any kind whatsoever shall in any way be harassed or harmed.

(xix) Offensive Activities. Owners and their guests shall not be noxious, offensive, or commit illegal activities upon any Lot, nor shall anything be done thereon which is or may become an annoyance, nuisance, embarrassment, or discomfort to the Owners of other Lots in Victory Pointe subject to the Declaration of Covenants, Conditions, Restrictions, and Easements and as required by Mount Pleasant Town Code. Burning trash, leaves, garage, or construction refuse is prohibited on Lots. A dog barking for an extended time or objectionable noise from contractors or stereos shall be considered an annoyance and nuisance.

(xx) Signs. No advertising signs or billboards of any description shall be displayed on any Lot, lawn, mailbox, door, etc. or displayed to the public on any Lot. The Victory Pointe Property Owners Association covenants do not allow real estate signs within the gated area. Open House signs are permitted only at the main entrances to Charleston National, neighborhood entries, and at street intersections as needed. Signs are not permitted to be placed on another homeowner's property. Signs must be removed at the end of event but no later than 5 p.m. The Open House should be held on weekends whenever possible. No signs may be placed on any other Owner's Lot or on Common Area or in rights of way, including signs that announce a garage sale, a house sale, or a party. All signs during construction, either during the initial building period or thereafter and including builder job signs, shall be subject to approval by the ACC and shall follow the requirements as stated herein and all guidelines established by the ACC. Grading and building permits must be attached to a post in a manner



protected from the elements; in no event may building permits or any other signage or documentation be attached to trees. Community Association monuments and signs used to identify the subdivision and Community Association notices and information are allowed in the Common Area. Political signs which are erected for the purpose of advertising a candidate for public office, or stating a position on a public issue on which an election or referendum is pending with respect to a particular campaign shall adhere to the Mount Pleasant Town Code and shall be of quality design, pleasing in appearance, and appropriate in size and materials. Political signs shall not be placed in Common Area or in rights of way and shall be allowed to be displayed for a reasonable time in advance of an election, referendum, or hearing and a reasonable time after an election, referendum, or hearing. Excessive political signs shall be frowned upon.

(xxi) Underground Utility Service, Above Ground Fuel Tanks, and Aesthetic Screening.

(a) Fuel tanks must be buried.

(b) Trees which have a diameter in excess of six inches (6") measured two feet (2') above ground level, and distinctive flora, shall not be intentionally destroyed or removed except with the prior approval in writing of the Architectural Control Committee. The Owner must provide building plans and plot plans showing landscaping to the ACC.

(c) Garbage containers and equipment shall be screened to conceal them from view of neighboring Lots and streets.

(d) All utility service lines connecting to residences shall be underground.

(xxii) Antennas, Dishes, Towers, Communication Apparatus. No antenna, tower, dish, rod, wire, array, or communication apparatus for the transmission and/or reception of electromagnetic waves shall be placed on the exterior of a Residence or erected on a Lot outside of a Residence without the prior approval of the Architectural Control Committee. No free standing transmission or receiving towers shall be permitted. The installation of satellite dishes for the purpose of receiving television programming is allowed provided that where possible the dish is placed beyond the midline of the Residence, obscured from view by a roofline, or screened in accordance with ACC guidelines and provided all installations are approved in advance by the ACC. In the event that any portion of this restriction is deemed to contravene any governmental regulation pertaining to satellite dishes, then the governmental regulation shall apply and the remaining portion of this restriction shall be applicable.

(xxiii) Trailers, Trucks, School Buses, Boats, Boat Trailers. No house trailers or mobile homes, campers or habitable motor vehicles of any kind, school buses, all-terrain vehicles, trucks or commercial vehicles over one (1) ton capacity or trailers of any kind, boats or watercraft or boat trailers shall be kept, stored, or parked on any street or on any Lot for an extended period of time during the day, nor shall any of the above be kept, stored, or parked overnight either on any street or on any Lot, except within enclosed garages, or screened from the street(s) and neighboring Residences as approved by the Architectural Control Committee.

Boats shall be permitted in a driveway or on a street for a period of time sufficient for packing, unloading, or cleaning before and after use. No boat shall be parked on a street at any time if such action is a danger to pedestrian and road traffic safety.

(xxiv) Garbage, Junk and Trash Disposal, Recycle Collection, Unsightly Materials. All Owners, their families, guests, tenants, and occupants of Residences shall use designated receptacles for the storage of garbage or recyclable material and shall keep these receptacles out of public view from the street until the evening before the week's first scheduled collection, at which time the receptacle shall be placed at curbside, not in the street. All trash, including but not limited to, grass clippings, cuttings, branches, tree trunks, household junk, etc., whether in bags or containers or loose, shall be kept in an obscure place as much as possible out of sight from the street until no earlier than the Saturday before and shall not be in the street or in Common Area. Repeated placement of refuse at curbside before the allotted time will result in notice by the Board and imposition of fines. All empty garbage and trash receptacles shall be removed from curbside by the evening of the scheduled collection day. All items not picked up on the scheduled collection day must be removed within 24 hours of scheduled pickup. All receptacles or other equipment for the storage or disposal of trash shall be kept in a clean, sanitary, and satisfactory condition. No Lot shall be used or maintained as a dumping ground for rubbish of any kind whatsoever. No trash, including but not limited to, grass clippings and other yard debris, shall be placed in or blown onto streets, lagoons, storm drains, or Common Area.

Barbecue grills, picnic tables, lawn furniture are not to be kept or stored on any Lot so as to be in view from the street. Bicycles and children's toys are to be stored out of sight overnight and are not to be left unused and in view for extended periods of time. No litter or other materials of any unsightly nature, not natural to a well-kept and attractive neighborhood, will be retained or allowed to remain on any Lot. Construction materials remaining after completion of a building project shall be removed within a reasonable amount of time. If such litter or other materials is found on any Lot, the same will be removed by the Lot.

(xxv) Changing Elevations. No Owner shall excavate or extract earth for any business or commercial purpose. No elevation changes shall be permitted which materially affect surface grade of surrounding Lots unless approved in writing by the ACC. No Lot shall be increased in size by filling in the water it abuts.

(xxvi) Utility Systems.

(a) Water and Sewer System. All Residences must be operatively connected to the water supply and sewage system of Mount Pleasant Waterworks, its successors and assigns, except for irrigation. The ACC may approve wells for irrigation of Lots and such wells as may be required for heating and air conditioning systems so long as such well does not lower the level of any lake or affect the quality of the lake water. No Owner may pump water from any lake or lagoon. No other water supply system or sewage system shall be permitted upon any Lot. All plumbing fixtures on a Lot intended for the discharge of wastewater,

including but not limited to sinks, tubs, dishwashers, toilets, or sewage disposal systems shall be connected to the sewage system of the Mount Pleasant Waterworks, its successors and assigns. Specifically, no portable or surface toilets, no slit trench, no septic tanks, no cesspools, or any other type of direct ground discharge sewage system shall be permitted on a Lot. However, upon approval by the Architectural Control Committee, a temporary sanitary facility for use by workers and which opens facing away from the street and adjacent properties may be placed on a Lot during an approved construction project.

(b) Electrical, Telephone, Television, and Communications Systems. All cables, wires, pipes, lines, and the like for electrical service, telephone service, television, and communication service of whatever types, shall be placed underground in accordance with Architectural Control Committee guidelines.

(c) Window Air Conditioners. No window air conditioners or air conditioners installed within an exterior wall shall be allowed unless approved by the Architectural Control Committee. No window air conditioners that face a street shall be approved by the ACC.

(xxvii) Model Homes. A developer shall have the right to construct and maintain model homes on any of the Lots. The developer shall maintain construction site structures and Lots in keeping with the intent of the Declaration regarding maintenance and aesthetic appearance.

(xxviii) Easements for Utilities and Drainage Facilities. Lots subjected to the Restrictions and Easements shall be subject to those easements, if any, shown and as set forth on any recorded plat thereof. Also, easements for installation and maintenance of utilities and drainage facilities are hereby reserved by the Declarant of an easement for utilities and drainage facilities over the front and side five feet (5') of each Lot and over the rear ten feet (10') of each Lot. Within these easements no structure planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities. The easement of each Lot and all improvements in it shall be maintained continuously by the owner except for those improvements for which a public authority or utility company is responsible. On any Lot which adjoins a fairway of Charleston National Country Club, a golfer shall have the right to enter the Lot to remove a golf ball or play the ball and such entry shall not be considered a trespass.

(xxix) Driveways and Garage Entrances. All new driveways or replacements on Lots and entrances to new garages shall be surfaced with a permanent hard-surface material such as, but not limited to, concrete, tabby, or brick and as approved by the Architectural Control Committee. All new driveways must be approved by the ACC. Any alterations to existing driveways must be approved by the ACC.

(xxx) Vehicle Parking. Vehicles shall be parked in garages or driveways overnight. No vehicle shall be parked overnight on a street between twelve o'clock (12:00) midnight and five o'clock (5:00) a.m. A maximum of three (3)

cars shall be parked upon the driveway, driveway permitting. No vehicle shall be parked in a driveway in such a manner that the vehicle extends into the street or over a public sidewalk. No vehicle shall be parked on lawns or in Common Area at any time. Care shall be taken to avoid parking in a driveway in a manner that causes the wheels of the vehicle to be parked on lawns or in Common Area. No vehicle shall be parked for display purposes only. No vehicle shall be parked on any roadway for the principal purpose of displaying it for sale and no vehicle shall be parked on any street or in any parking space for the primary purpose of advertising. No vehicle shall be stopped or parked on a sidewalk or in such a manner as to block passage on a sidewalk.

(xxxi) Special Requirements for Lots Bounded By or Subject To Any Buffer Area, Lagoon, Lake, Pond, Drainage Easement, or Waterway. The portions of the Property designated on any Final Plat as a buffer area, lagoon, pond, or a storm water retention area shall always be kept and maintained as an area for water retention, drainage, and water management purposes in compliance with applicable governmental and water management district requirements. Such buffer area, lagoon, lake, pond, or retention areas shall be a part of the Association Property and shall be maintained, administered, and owned by the Association. The Association hereby reserves and grants an easement in favor of the Association throughout all portions of the Property for the purpose of maintaining and administering such buffer areas, lagoons, lakes, ponds, or retention areas and no Owner shall do any act which may interfere with the performance of the Association in its obligations hereunder. If any Owner blocks

access to an easement, the Owner will be expected to maintain the easement. All Lots bounded by or subject to any buffer area, lagoon, lake, pond, drainage easement, or waterway shall be subject to the following additional restrictions:

(a) The Owner shall maintain the area between the edges of any lagoon, lake, pond, and all areas not covered by water according to any and all rules and regulations that may be established by the Board for the purpose of preserving, maintaining, and enhancing the pond ecosystem, even though the same may be reserved as a part of the lagoon, lake, pond, drainage easement, or waterway. The embankment area between a lagoon Lot and the edge of the water line of the adjacent lagoon shall be maintained by such Owner so that grass, planting, or other lateral support to prevent erosion of the embankment shall not be changed without the prior written consent of the Association or the ACC. A buffer of three (3) to five (5) feet at water's edge is recommended and Owners are encouraged to maintain the buffer with twelve (12) to fifteen (15) inch high plantings or grass.

(b) No boats of any kind, including powerboats, inflatable boats, rafts, personal watercrafts, or other flotation devices, shall be permitted on any lagoon, lake, pond, canal, drainage easement, or waterway. This restriction shall not apply to a waterway that is navigable and is accessible to a public navigable waterway.

(c) No swimming or wading shall be permitted in any lagoon, lake, pond, canal, drainage easement, or waterway.



(d) No filling of any lagoon, lake, pond, drainage easement, or waterway shall be permitted, and no waste, garbage, wastewater, or other foreign matter shall be discharged, dumped, or otherwise placed in any lagoon, lake, pond, drainage easement, or waterway from any Lot nor shall any Owner be permitted access to any lagoon, lake, pond, drainage easement, or waterway for personal use.

(e) No boathouse, dock, pier, piling, raft, wharf, or bulkhead shall be constructed or maintained on or in any lagoon, lake, pond, or waterway, except for those Lots in Victory Pointe as provided in the separate Declaration for Victory Pointe and is Dock corridor agreement.

(f) No water's edge or bed of any lagoon, lake, pond, or waterway shall be altered in any way without prior written approval of the ACC, excepting the shoreline as provided in the separate Declaration for Victory Pointe.

(xxxii) Aesthetics, Natural Growth, Screening. All clearing and landscaping of a Lot shall be subject to the requirements as set forth in the Declaration of Covenants, Conditions, Restrictions, and Easements and must be approved by the Architectural Control Committee. No structures, impervious surfaces, and/or manicured lawns are allowed in natural buffers. Only selected clearing of vegetation up to three (3) inches in diameter is allowed. OCRM shall have jurisdiction in these areas. Any and all refuse containers, yard equipment, fireplace wood piles, etc. shall be screened from view by neighboring Lots, streets, waterfront, or open areas by natural plantings or manmade materials and

must be approved in advance by the ACC. Screening shall be of sufficient size to adequately hide the object(s) required to be screened. Whenever possible, Owners are encouraged to consider the style and placement of play sets and other playground equipment so as not to be intrusive from the street. Screening of such play items from surrounding Lots is encouraged.

(xxxiii) Lawn Maintenance and Landscape Businesses, Other Contract Businesses. Owners and Residents are responsible to assure that the provisions immediately above in paragraph xxxii of Article VIII are observed when contract lawn and landscape businesses and individuals and all other contract businesses perform work on Lots. Exceptions shall apply to allow for pedestrian and road traffic safety. Reasonable allowances shall apply for new construction. Unimproved Lots are subject to the maintenance requirements in this Handbook, including cutting of grass and removal of debris, and as written in the Town of Mount Pleasant Ordinances.

(xxxiv) Fire pits. Fire pits may be built in the rear of the house and should be either above ground in a safe and proper container or in ground with safe and property pavers or bricks. Plans and materials must be submitted to the ACC for approval.

(xxxv) Basketball Goals. No basketball goal shall be attached to the front or either side of a Residence nor shall a goal backboard be located or allowed to remain at or near the curb or in the street at any time, including overnight. Whenever possible, when not in use, basketball backboards shall be stored near the house or garage.

(xxxvi) Clotheslines. No clothes lines shall be permitted outside.

(xxxvii) Flagpoles. Flagpoles are permitted as approved in advance by the Architectural Control Committee.

(xxxviii) Pools. In-ground pools only are permitted as approved in advance by the Architectural Control Committee. No above-ground, free standing pools shall be approved. If a pool is designed as an integral component of an elevated home and is a part of an upper level deck or a porch (for example), the plans and materials must be submitted to the ACC and is subject to ACC review and approval as well as that of any independent Architect engaged by the Board for new construction approval. A thirty (30) foot easement from the property line is required for those Lots adjacent to the golf course. An ACC request must be submitted and approved prior to the beginning of any work. A permit from the Town of Mount Pleasant for the construction of the pool including any and all materials and infrastructure for operation of the pool must accompany the ACC request. Pools must be in compliance with the Town of Mount Pleasant Building Code, Residential Pool Enclosures and Safety Devices, Sections 3109.4.1 through 3109.4.3, including requirements for four (4) foot high fencing, gates, and self-latching locking devices.

(xxxix) Metal Roofs. Metal roofs may be approved by the ACC for houses in any and all neighborhoods in Charleston National. The Restrictions and Easements for Charter Oaks, Westchester Phase V, require that roofing be metal only. Metal roofs must be of high quality such as that which includes a standing metal seam or a 5V Crimp. The color of the roof must be approved by the ACC.

An ACC request for the exterior work must be submitted and approved prior to the beginning of any work, including removal of the existing roofing and installation of any new roofing.

(xl) Pre-Manufactured Chimneys. Pre-manufactured chimneys that are part of a wood or gas burning device installed under the roof of a home may be approved by the ACC. The chimney must be a minimum of three (3) feet above the point of penetration through the roof and taller than the nearest point of roof within ten (10) feet. Chimneys greater than four (4) feet tall must be enclosed so they appear as part of the house. Any chimney visible from the front of the house must be enclosed so it appears as part of the house. The request for the exterior work must be submitted and approved prior to any type of installation begins.

(xli) Reserved.

(xlii) Solar Panels. Solar panels may be approved by the ACC. Installation on the back side of the roof of the house roof will be considered preferable unless such location would not be effective for the intended purpose. Additional environmental “Green” improvements and additions will be considered and may be approved by the ACC.

(xliii) Paint Color. No change in paint color of any part of the dwelling, including house siding, window and door trim, doors, and shutters, shall take place without prior ACC approval. The request must be accompanied by a board no smaller than twelve by twelve (12 x 12) inches that has been painted with the paint color being requested for approval. A separate painted board is required for each paint color being requested.

(xliv) Owner Responsibility and Obligation for Maintenance and Repair.

Each Owner of a Lot shall maintain in good condition the Residence and all improvements upon the Lot. The exterior, including but not limited to roofs, siding, trim, doors, windows, exterior lights, decks, patio areas, pools, screening, shutters, sidewalks, and driveways shall be maintained in good condition and repair. The Owner of a Lot shall maintain the landscaping by mowing, watering, trimming, weeding, mulching, and applying fertilizers and weed, insect, and disease control as needed to maintain an attractive appearance. All dead or diseased sod, shrubs, trees, and flowers shall be promptly removed and replaced. Fences, mailboxes, and any other landscaping elements are to be painted, stained and maintained, and no excessive rust deposits on driveways or curbs are to remain. A non-resident Owner is responsible for the appearance, maintenance, and repair of the Residence and Lot as cited in this Article.

(xlv) Specific Restrictions which Apply only to Specific Lots in

Charleston National Subdivision. The Owner of any Lot or Unit bounded by a lagoon, lake, pond, or waterway will take title subject to the rights of the Town of Mount Pleasant and other governmental bodies to work within and maintain for drainage purposes only any areas within drainage easements shown on recorded plats. Any Owner of a Lot or Unit adjoining any lagoon, lake, pond, drainage easement, or other waterway shall save and hold harmless the Association, its directors and officers, the Town of Mount Pleasant or other governmental body from all claims arising out of discoloration of any lagoon, lake, pond, or other

waterway or damages to the same caused by normal maintenance and repairs to the drainage easement.

(xlvi) Special Requirements for Buffer With Regard to Wetland Located Within or Adjacent to Any Lot or Unit. Requirements for Lots and Units which include or are adjacent to such Wetland Buffers are based upon Article VIII of the Declaration of Covenants, Conditions, Restrictions, and Easements as follows. Parts of the Property are designated as “Wetland Buffers” and all activities within wetland sites are subject to OCRM jurisdiction. Upland buffers around freshwater wetlands will generally be approximately twenty-five (25) feet in width. Any buffer that lies within a Lot will be selectively managed by the Lot Owner removing understory up to, but no more than, three (3) inches in diameter.

(xlvii) Special Covenants With Regard To Marshfront Lots and Units. Requirements for such Lots and Units are based upon Article VIII of the Declaration of Covenants, Conditions, Restrictions, and Easements as follows. In order to preserve the natural appearance and scenic beauty of the marsh front property and to provide “cover” for birds and animals which habitually move along the edges of saltwater marshlands, certain areas shall be called Designated Habitat Preservation Areas (“Habitat Areas”), defined as the areas located within fifteen (15) feet of the OCRM Critical Line in all saltwater marsh front areas designated for residential use within the Property, excluding all farm and drainage ditches within the OCRM Critical Area. Habitat Areas shall be subject to the following restrictions:

(a) All Habitat Areas shall be preserved substantially in their present natural state and there shall be no removal, destruction, cutting, trimming, mowing, or other disturbance or change in the natural habitat in any manner, other than as specifically allowed herein. The fifteen (15) foot Habitat Area measured from the OCRM Critical Line must be preserved substantially in its present, natural state except for approved clearing for views and breezes. At no time shall more than twenty-five (25) percent of the understory be cleared or twenty-five (25) percent of the tree canopy be pruned within this Habitat Area. In addition, the Association, its successors and assigns, shall have the reasonable discretion to grant variances to said restrictions; provided, however, that any such variance shall not materially lessen the wildlife habitat, natural appearance, and scenic beauty of the property.

(b) Other than footpaths and trails, no other construction will be allowed, and there will be no operation of any motorized vehicle within a Habitat Area. In addition, there shall be no hunting by any means or discharge of firearms or fireworks at any time within a Habitat Area. All activities within the OCRM Critical Line are subject to OCRM jurisdiction. The Association, its successors and assigns, shall have the right, but not the obligation, to designate in the future other areas as Habitat Areas.

(xlviii) Special Covenants for Lots and Units Bounded by or Adjacent to the Golf Course. Requirements for such Lots and Units are based on Article VIII

of the Declaration of Covenants, Conditions, Restrictions, and Easements as follows. All Lots bounded by or adjacent to a golf course fairway, tee, or green shall be subject to the following additional covenants and conditions:

(a) Entry by Golfers. Each Lot or Unit adjacent to a golf course fairway, tee, or green shall be subject to the right and easement on the part of registered golf course players to enter upon the unimproved portions of such Lot or Unit to remove a ball or to play a ball, subject to the official rules of the golf course, with such entering and playing not being deemed to be a trespass; provided that after a dwelling is constructed thereon, the easement shall be limited to the recovering of balls only, and not play. Notwithstanding the foregoing, golf course players shall not be entitled to enter on any Lot or Unit with a golf cart or other vehicle, nor to spend an unreasonable amount of time or commit a nuisance thereon.

(b) Golf Course Maintenance. There is hereby reserved for the benefit and use of the owner of the Club, and its agents, employees, successors, and assigns, a perpetual, non-exclusive right and easement over and across all unimproved portions of properties subject to this Declaration which are adjacent to the fairways, tees, and greens of the golf course located within the Property. This reserved right and easement shall permit, but shall not obligate, the owner of the Club and its agents, employees, successors, and assigns to go upon any such property to maintain or landscape the area encumbered by such easement. Such



maintenance and landscaping shall include planting of grass, watering, application of fertilizer, mowing, and the removal of underbrush, stumps, trash or debris, and trees of less than six (6) inches in diameter at a level of four and one half (4-1/2) feet above ground level. The area encumbered by this easement shall be limited to the portion of such properties within thirty (30) feet of those boundary lines of such properties which are adjacent to such fairways, tees, or greens; provided, however, the entire unimproved portions of each such property shall be subject to the easement until the landscaping plan for such Lot has been approved and implemented.

(xliv) Maintenance Easement. There is hereby reserved for each Lot Owner a maintenance easement upon the adjoining Lot being ten (10) feet in width along the zero (0) Lot line side for purposes of maintaining, repairing, and replacing the Residence. The Lot Owner making use of such easement shall save and hold harmless the Owner of the Lot burdened by the easement from all claims and liabilities arising out of the use of the maintenance easement. The Owners of the Lots burdened by the maintenance easement shall have the right to landscape and plant within the maintenance easement so long as such landscaping does not unreasonably interfere with the ability of the adjoining Lot Owner to perform maintenance upon their Residence.

(xlv) Easements which Apply only to Specific Lots in Charleston National Subdivision: Lagoon Lots. Owners of lagoon Lots are notified that the elevation in the lagoon changes due to weather conditions and irrigation needs of

the golf course; therefore, the water level will vary during the course of the year and at certain times of the year rear property corners may be under water.

## **ARTICLE IX**

### **MAINTENANCE AND USE OBLIGATIONS**

§1. Yard and Landscaping Maintenance. In the event that the Owner of any Lot fails to maintain their yard and overall landscaping of their Lot in a manner in keeping with the declaration as determined by the ACC or the Board the Board or the ACC may issue a compliance demand requiring the Owner of the Lot to bring the Lot into keeping with the Declaration as determined by the ACC or the Board. If the Owner of the Lot fails to comply within the time required by the notice, the Board and their designees may enter upon the Lot, bring the Lot into keeping with community standards as provided above, and levy against the Owner of the Lots an assessment for noncompliance and such assessment shall be a lien upon the Lot.

§2. Lease of Lots. Any lease agreement between an Owner and a tenant for the lease of such Owner's Lot or portion thereof, including any portion of a dwelling or other improvement on the Lot, shall be subject to and shall provide that the terms of the lease shall be subject in all respects to the provisions of the declaration, articles of incorporation, By-laws and any regulations. The Owner shall incorporate in any lease of any Lot dwelling or improvement a provision stating that failure to comply with the terms of such documents and regulations shall be a default under the terms of the lease. All leases of Lots of dwellings or improvement shall be in writing and a copy of the executed lease shall be provided to the Board. No Owner shall allow or enter into a lease for any Lot or portion thereof or dwelling appurtenant thereto of less than 12 months duration.

Section 30 Enforcement Obligation; Waivers and Variances. The Association shall have no responsibility to police or enforce any violations of this declaration or the regulations thereunder and shall no liability for any violations hereof or for the failure to create monitor or enforce any regulations. The Board may, in its sole discretion, waive any violation of this declaration or the regulations and grant variances to the covenants and use restrictions set forth herein or therein without the consent of the members.

## **ARTICLE X**

### **ENFORCEMENT AND REMEDIES**

Owner Responsibility and Obligation, Association Responsibility and Obligation, Enforcement. Each Lot Owner shall comply strictly with the covenants, conditions, restrictions, and easements set forth in governing documents, including this Declaration and any By-laws, and Rules or Regulations adopted by the Board or the ACC. In the event of a violation or breach, or threatened violation or breach, of any of the same, the Board of Directors or any aggrieved Lot Owner, jointly and severally, shall have the right to proceed at law or in equity for the recovery of damages, or for injunctive relief, or both. Enforcement and remedies shall be in accordance with and as set forth in the By-laws. Enforcement and remedies of all covenants, conditions, restrictions, and easements for Victory Pointe are under the control of the Architectural Control Committee and the Board of Directors of the Association. Enforcement of building requirements for the three Woodlake Lots immediately outside the gates to Victory Pointe are under the control and enforcement of the ACC and the Board of Directors of the Association. Enforcement of all other provisions in the Declaration of Covenants, Conditions, Restrictions, and Easements for Charleston National Subdivision, and in the Declarations

of Restrictions and Easements, is the responsibility of the Architectural Control Committee (ACC) and the Board of Directors of the Charleston National Community Association (CNCA). In any action brought by the Board or the ACC under this Article X or otherwise to enforce the provisions of the Declaration, By-laws, or Rules or regulations of the Board or the ACC, the Board and ACC shall be entitled to recover all costs of enforcement, including attorneys fees, expenses and costs of investigation as part of the action.

## **ARTICLE XI**

### **GENERAL PROVISIONS**

§1. Severability. Invalidation of any one of these covenants or restrictions by judgement or court order shall in no wise effect any other provisions which shall remain in full force and effect.

§2. Duration. The covenants and restrictions of this declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded after which time they shall be automatically extended for successive periods of ten (10) years.

§3. Notice. Any notice required to be sent to any Member or Owner under this declaration and service of any legal proceeding shall be deemed to have been properly sent and received when personally delivered or mailed, postpaid, to the last known address of the person who appears as that person authorized to receive notice or to vote as shown on the records of the Association at the time of such mailing. Any such notice shall be deemed validly given as provided in English unless otherwise approved by the Board. It shall be the responsibility of an Owner to have notices or other correspondence

translated to the language of their origin or language of common usage. The Board shall in no event bear any responsibility or cost for providing translators or translated notices. It shall at all times be the responsibility of any Owner to file written notice with the Board of the name and address of the person authorized to receive notification from the association as to assessments in fractions of the regulations or other information. Proof of the authority to receive notice and to vote shall be presented to the Association in the form of a certificate signed by the Owner of a Lot. Such certificate shall be deemed a valid until revoked by a subsequent certificate the Association does not have to send notice or service to any other address if the Owner does not file such certificate, the notice of service shall be sufficient if delivered posted or mail postpaid mailed postpaid to the Lot.

§4. Settlement Statement Authorization. The Owner, by acceptance of the deed, authorizes and directs the closing attorney to provide the Association with a copy of the settlement statement from the closing transferring the Lot and or dwelling to the Owner.

§5. Paid Professional Manager. The Board may employ a manager or managerial firm to supervise all work, labor, services, and material required in the operation and maintenance of the common area and a discharge of the Association's duties throughout

§6. Binding Effect. This declaration shall inure to the sole benefit of the Association. This declaration shall be binding upon the parties hereto, including without limitation all Owners, and purchasers of Lots, their heirs, personal representatives, successors and assigns.

§7. Waiver. The failure to enforce any rights, reservations, restrictions, or conditions contained in this declaration, however long continued, shall not be construed to constitute

a breach or be deemed a waiver of the right to do so hereafter as to the same breach or as to a breach occurring prior to or subsequent thereto and shall not bar or affect its enforcement.

§8. Attorney's Fees and Costs. Should the Association employ counsel to enforce the declaration or the regulations because of a breach of the same including, but not limited to collection or attempted collection of assessments, all costs of collections incurred in such enforcement, including a reasonable fee for Association's counsel shall be paid by the Owner of such Lot or Lots in breach thereof.

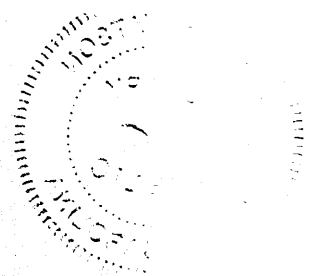
§9. Safety and Security. Each Owner and their respective Permittees shall be responsible for their own personal safety and the security of their property in the community. The Association shall have no duty to enhance a level of safety or security which each person provides for himself or herself and his or her property, nor shall the Association have any duty to respond to a safety or security problem is provided with notice of such, although nothing herein shall prevent the Association from voluntarily (1) passing on such notification a proper law enforcement or governmental authorities, (2) responding in some other manner to protect safety or security or (3) taking action to enhance a level of safety or security in the community. The Association shall in no way be considered an insurer or guarantor of safety or security with the community nor be held liable for any loss or damage by reason of failure to provide adequate security or failure to respond adequately to security problem or dangerous or hazardous condition on the property. Each Owner acknowledges understands and shall be responsible for informing its Permittees that the Association is not an insurer or guarantor of security or safety and each person with in the community assumes all risk of personal injury and loss or damage

to property, including dwellings and the contents therein, resulting from the acts of third parties or from any dangerous or hazardous condition. Each Owner also acknowledges understands and shall inform its Permittees that they are responsible for contacting the appropriate public authorities directly when safety or security problems arise.

§10. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by the adoption of an instrument using the following process: 1) the Board, by majority vote, adopts a Recommended Amendment and provides notice of the Recommended Amendment to the Lot Owners; and 2) at a duly noticed meeting of the Lot Owners, less than twenty-five percent (25%) of the total number of Owners entitled to vote, voting in person or by proxy (or including electronically if such electronic voting is authorized by the Board) vote against adopting the Recommended Amendment. Any Amendment adopted pursuant to this process shall become effective on the tenth (10th) day after such vote of the Lot Owners takes place unless such other later effective date is provided for in the Recommended Amendment.

This Amended and Restated Declaration of Covenants, Conditions and Restrictions Victory Pointe shall go into effect the latter of either the date filed in the RMC for Charleston County, South Carolina, or thirty (30) days after the approval.

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IN WITNESS WHEREOF, upon proper adoption and approval by the requisite supermajority of the Members of the Association as of August 15, 2017, the duly authorized officers of the Association have caused this Amended and Restated Declaration of Covenants, Conditions and Restrictions Victory Pointe to be executed as demonstrated by their respective signatures below.

SIGNED SEALED AND DELIVERED  
in the presence of:

Jerry Watson  
(witness #1)  
[Signature]  
(witness #2)

SIGNED SEALED AND DELIVERED  
in the presence of:

Jerry Watson  
(witness #1)  
[Signature]  
(witness #2)

ASSOCIATION:  
**VICTORY POINTE PROPERTY OWNERS'  
ASSOCIATION, INC.**

By: [Signature] (SEAL)  
Name: PHILIP J. FORESCENZO  
Its: President

ASSOCIATION:  
**VICTORY POINTE PROPERTY OWNERS'  
ASSOCIATION, INC.**

By: [Signature] (SEAL)  
Name: Joseph L. McGary  
Its: Treasurer

STATE OF SOUTH CAROLINA )  
COUNTY OF CHARLESTON )

ACKNOWLEDGMENT

I, Jerry Watson, Notary Public for the State of South Carolina, do hereby certify that the above-signed authorized signatories for **VICTORY POINTE PROPERTY OWNERS ASSOCIATION, INC.** personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Sworn and subscribed before me this  
15<sup>th</sup> day of November, 2017.

Jerry Watson (SEAL)  
Notary Public for South Carolina  
My Commission Expires: 03/12/23



# RECORDER'S PAGE

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**Filed By:**

MCCABE TROTTER & BEVERLY  
PO BOX 212069

COLUMBIA, SC 29221

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Elaine H. Bozman, Register  
Charleston County, SC

**MAKER:**

VICTORY POINTE POA

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# of Pages: 57

# of References:

**RECIPIENT:**

NA

Note:

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Chattel \$ -

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