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STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

CHARLESTON NATIONAL COMMUNITY ASSOCIATION, INC.

RECORDING OF DOCUMENTS PURSUANT TO THE SOUTH CAROLINA HOMEOWNERS ASSOCIATION ACT (S.C. CODE ANN. §§ 27-30-110 TO -170):

1. CHARLESTON NATIONAL COMMUNITY ASSOCIATION, INC. ARTICLES OF INCORPORATION
2. CHARLESTON NATIONAL HANDBOOK FOR HOMEOWNERS NEIGHBORHOOD RESTRICTIONS AND EASEMENTS
3. CHARLESTON NATIONAL COMMUNITY ASSOCIATION ARCHITECTURAL REVIEW COMMITTEE POLICIES

CROSS REFERENCE: DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CHARLESTON NATIONAL recorded in Deed Book R220, at Page 629.

WHEREAS, the South Carolina Homeowners Association Act (S.C. Code Ann. §§ 27-30-110 to -170) requires Homeowners Associations to record Governing Documents, Rules, Regulations, and amendments thereto; and

WHEREAS, the Declaration of Covenants, Conditions, and Restrictions for Charleston National was recorded on November 23, 1992 in the Office of the Register of Deeds for Charleston County in Deed Book R220, at Page 629 (as amended and supplemented, the "Declaration"); and

WHEREAS, pursuant to the Declaration, Charleston National Community Association, Inc. is the Homeowners Association for the Charleston National subdivision; and

WHEREAS, Charleston National Community Association, Inc. desires to comply with the recording requirements of the South Carolina Homeowners Association Act by recording its Governing Documents, Rules, and Regulations, as amended, that have not already been recorded; and

NOW THEREFORE, in accordance with the foregoing, Charleston National Community Association, Inc. does hereby record the following to comply with the recording requirements of the South Carolina Homeowners Association Act:

1. CHARLESTON NATIONAL COMMUNITY ASSOCIATION, INC. ARTICLES OF INCORPORATION, attached as EXHIBIT "A"

2. CHARLESTON NATIONAL HANDBOOK FOR HOMEOWNERS
NEIGHBORHOOD RESTRICTIONS AND EASEMENTS, attached as
EXHIBIT "B"
3. CHARLESTON NATIONAL COMMUNITY ASSOCIATION ARCHITECTURAL
REVIEW COMMITTEE POLICIES, attached as EXHIBIT "C"

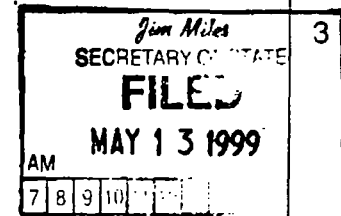
IN WITNESS WHEREOF, Charleston National Community Association, Inc. has by its
duly authorized officer set its hand and seal this 2 day of January, 2019.

[SIGNATURE PAGE TO FOLLOW]

CERTIFIED TO BE A TRUE AND CORRECT COPY
AS TAKEN FROM AND COMPARED WITH THE
ORIGINAL ON FILE IN THIS OFFICE

Dec 27 2018
REFERENCE ID: 261632

STATE OF SOUTH CAROLINA
SECRETARY OF STATE



Mark Hammond
SECRETARY OF STATE OF SOUTH CAROLINA

NONPROFIT CORPORATION
NOTIFICATION BY EXISTING CORPORATION

TYPE OR PRINT CLEARLY IN BLACK INK

1. The name of the nonprofit corporation is Charleston National Community Association, Inc.

2. Check the appropriate box as to state of incorporation:

- a. The corporation was incorporated in South Carolina on September 11, 1991
- b. The corporation was not incorporated in South Carolina, but was qualified to do business in South Carolina as of _____

3. The registered office of the nonprofit corporation in the state of South Carolina is

3192 Linksland Road

Street Address

Mount Pleasant Charleston South Carolina 29464
City County State Zip Code

The name of the registered agent of the nonprofit corporation at that office is

Joseph E. Harkins

Name

X Joseph E. Harkins
Signature

4. If the principal office of the nonprofit corporation listed on the original declaration and petition for incorporation as a domestic nonprofit corporation or application for certificate of authority to transact business as a foreign nonprofit corporation is no longer the location of the corporation's principal office, list the corporation's current address:

3192 Linksland Road

Street Address

Mount Pleasant Charleston South Carolina 29466
City County State Zip Code

5. The corporation hereby elects to be designated as either a public benefit, religious, or mutual benefit corporation by checking the appropriate box. Check either box (a), (b), or (c) whichever is applicable. Check only one box.

- a. The nonprofit corporation is a public benefit corporation.
- b. The nonprofit corporation is a religious corporation.
- c. The nonprofit corporation is a mutual benefit corporation.

CERTIFIED TO BE A TRUE AND CORRECT COPY
AS TAKEN FROM AND COMPARED WITH THE
ORIGINAL ON FILE IN THIS OFFICE

Dec 27 2018

REFERENCE ID: 261632


SECRETARY OF STATE OF SOUTH CAROLINA

Date April 13, 1999

Charleston National Community
Association, Inc.

Name of Corporation


Signature

Joseph E. Harkins

President

Name

Capacity

FILING INSTRUCTIONS

1. Two copies of this form, the original and either a duplicate original or a conformed copy, must be filed.
2. If the space in this form is insufficient, please attach additional sheets containing a reference to the appropriate paragraph in this form, or prepare this using a computer disk which will allow for expansion of space on the form.
3. This form must be accompanied by the filing fee of \$10.00 payable to the Secretary of State.

Return to: Secretary of State
P.O. Box 11350
Columbia, SC 29211

REFERENCE ID: 261632

Mark H. Hammond
SECRETARY OF STATE OF SOUTH CAROLINA

Jim P. Mc
SECRETARY OF STATE
FILED
SEP 11 1991
AM
DECLARATION AND PETITION FOR INCORPORATION

#91-013039

The undersigned declarant and petitioners, MICHAEL J. KNAPP and LEONARD K. NAVE, being two or more of the officers or agents appointed to supervise or manage the affairs of CHARLESTON NATIONAL COMMUNITY ASSOCIATION, INC., an association which has been duly and regularly organized for the purposes hereinafter to be set forth, do affirm and declare:

That at a meeting of the aforesaid organization, held pursuant to the Bylaws or regulations of the said organization, they were authorized and directed to apply for incorporation.

That the said organization holds, or desires to hold, property in common for a Religious, Educational, Social, Fraternal, Charitable or other eleemosynary purpose, or any two or more of said purposes, and is not organized for the purpose of profit or gain to the members, otherwise than is above stated, or for the insurance of life, health, accident or property; and that the three (3) days' notice in The News & Courier, a newspaper published in the County of Charleston, State of South Carolina, has been given that the aforesaid Declaration would be filed.

The said declarant and petitioners further declare and affirm:

- FIRST: Their names and addresses are Michael J. Knapp, 3375 Highway 17 North, Mt. Pleasant, South Carolina, and Leonard K. Nave, 3375 Highway North, Mt. Pleasant, South Carolina.
- SECOND: The name of the proposed Corporation is Charleston National Community Association, *Inc.*
- THIRD: The place at which its headquarters are located is 3375 Highway 17 North, Mt. Pleasant, South Carolina.
- FOURTH: The purpose of the said Corporation is to hold property in common for eleemosynary purposes and not for the profit or gain of the Members, nor for the insurance of life, health, accident, or property.

The specific purposes for which it is formed are to provide for maintenance and preservation of certain property within that certain tract of land described as:

CHARLESTON NATIONAL, MOUNT PLEASANT, SOUTH CAROLINA

and to promote the health, safety and welfare of the resident owners within such property and any additions thereto as may hereafter be brought within the jurisdiction of the Corporation. In connection therewith, the Corporation shall have the power to:

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(a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Corporation as set forth in that certain Declaration of Covenants, Conditions, and Restrictions, hereinafter called the "Declaration," applicable to the property and recorded in the RMC Office for Charleston County and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

(b) fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Corporation;

(c) acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Corporation;

(d) borrow money, as set forth in the Declaration;

(e) dedicate, sell 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 be the Members;

(f) participate in mergers and consolidations as set forth in the Declaration;

(g) exercise any or all powers, rights, and privileges which a corporation organized under the Non-Profit law of the State of South Carolina by law or may now or hereafter have or exercise;

(h) preserve, protect and enhance the beauty and heritage of the property;

(i) provide facilities and services to the Members;

(j) do all things necessary and proper for the maintenance and operation of the Common Areas (as defined in the Declaration);

(k) protect the value of the Property (as defined in the Declaration) for the Members of the Corporation; and

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CLERK OF THE STATE OF SOUTH CAROLINA

(1) engage in such other activities as may be permitted pursuant to the Declaration.

FIFTH: The names and residences of all Managers, Trustees, Directors, or other officers are as follows:

Michael J. Knapp, Director
3375 Highway 17 North
Mt. Pleasant, South Carolina

Leonard K. Nave, Director/President
3375 Highway 17 North
Mt. Pleasant, South Carolina

SIXTH: The Corporation desires to be incorporated in perpetuity.

SEVENTH: To the extent applicable, the definitions set forth in the Declaration are incorporated herein as if set forth verbatim.

EIGHTH: The Corporation shall have four (4) types of voting memberships, which are as follows:

TYPE A: Type A Members shall be Owners (including the Declarant) of Lots and Dwellings. The Type A Member shall be entitled to one (1) vote for each Lot or Dwelling owned.

TYPE B: Type B Members shall be the owners of Development Unit Parcels. No specific number of votes has been reserved for Development Unit Parcels in the Declaration, there being none at the date of the Declaration. The number of votes for each Development Unit Parcel owned by an Owner shall be that number as shall be set forth in a Supplemental Declaration and in an Amendment to these Articles of Incorporation upon the designation of the Additional Property as a Development Unit Parcel.

TYPE C: The Type C Member shall be the Declarant or its successors and assigns as Owner of Unsubdivided Land. No specific number of votes has been reserved for Unsubdivided Lands in the Declaration, there being none at the date of the Declaration. The number of votes for each piece, parcel or tract constituting Unsubdivided Land, and which is not contiguous to another such piece, parcel or tract, owned by the Declarant shall be that number as shall be set forth in a Supplemental Declaration and in an Amendment to these Articles of Incorporation upon the designation of any of the Additional Property as an Unsubdivided Land.

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TYPE D: Type D Member shall be the Declarant or its designated assign. The Type D Member shall be entitled to one (1) vote for each vote on matters submitted to a vote of Members held by Type A, B and C Members, plus one (1) vote until such time as the filing of an appropriate Amendment to these Articles of Incorporation, which filing shall occur upon the first of the following dates: (i) December 31, 2005; (ii) following the sale by Declarant of property representing eighty percent (80%) of the total number of Lots and Dwellings Intended for Use on all of the Property; or (iii) the date the Type D Member relinquishes its voting rights as a Type D Member in a recorded Supplemental Declaration. Thereafter, the Type D Member shall exercise votes only as to its Type A Memberships.

Payment of Special Assessments or Emergency Special Assessments shall not entitle Type A, B or C Members to additional votes.

NINTH: Notwithstanding any other language or provision to the contrary herein, the Type D Member shall have the sole right to appoint and remove any member or members of the Board of Directors of the Corporation and any officer or officers of the Corporation, and to fill any vacancies on the Board of Directors, and to take such other action reserved exclusively to the Declarant pursuant to the Declaration until such time as the filing of an appropriate Amendment to the Articles of Incorporation which filing shall occur upon the first of the following dates: (i) December 31, 2005; (ii) the date on which the Declarant has conveyed to Owners other than Declarant property representing eighty percent (80%) of the total number of Lots and Dwellings Intended for Use on all of the Property as set forth in a Supplemental Declaration, or (iii) the date the Declarant surrenders the authority to appoint and remove Directors and officers of the Corporation by an express amendment to the Declaration.

When any membership of a Type A, B or C of the Corporation is held in the name of two or more persons or entities, whether fiduciaries, or in any manner of joint or common ownership, one officer, trustee, person or entity shall be designated the voting member to bind all others. Written evidence of such designation in a form satisfactory to the Board shall be delivered to the Board prior to the exercise of a vote.

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TENTH: Members of the Corporation shall not have the right to cumulate their votes for Directors. Subject to the provisions set forth hereinabove, each Member of Types A, B, C and D membership classes shall have as many votes as he is entitled to, based on his ownership of one or more of the various classifications of property interests as computed by the formula set out hereinabove. All votes must be cast in whole numbers and not fractions thereof.

ELEVENTH: The quorum required for any action which is subject to a vote of the Members at a meeting of the Members shall be as follows:

(a) At any meeting, the presence of Members representing one-third (1/3) of the votes of all Members, in person or by proxy, shall constitute a quorum for the transaction of business; provided, however, if the required quorum is not present, another meeting may be called, not earlier than sixty (60) days following the first meeting, and the required quorum at the subsequent meeting shall be the Members present, in person or by proxy and entitled to vote. Unless otherwise provided, "votes cast" at a duly called meeting shall be construed to be subject to the quorum requirements established herein, and any other requirements for such duly called meeting which may be established by the Bylaws of the Corporation.

TWELFTH: The Corporation elects not to have pre-emptive rights.

THIRTEENTH: The Board of Directors shall have the power (i) to impose reasonable monetary fines which shall constitute an equitable charge and a continuing lien upon the Lot or Dwelling, the Owners, occupants, or guests of which are guilty of such violation, (ii) to suspend an Owner's right to vote in the Corporation, or (iii) to suspend an Owner's right (and the right of such Owner's family, guests, and tenants and of the co-Owners of such Owner and their respective families, guests and tenants) to use any of the Common Areas, and the Board shall have the power to impose all or any combination of these sanctions; provided, however, an Owner's access to its property over the roads and streets constituting Common Areas will not be terminated hereunder. An Owner shall be subject to the foregoing sanctions in the event of such a violation by such Owner, his family, guests, or tenants or by his co-Owners or the family, guests, or tenants of his co-Owners. Any such suspension of rights may be for the duration of the infraction and for any additional period thereafter, not to exceed thirty (30) days.

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Mark Hammond
SECRETARY OF STATE OF SOUTH CAROLINA

**FOUR-
TEENTH:**

Subject to the provisions of Article NINTH hereinabove, the following actions shall require the approval of two-thirds (2/3) of the votes cast by Members present, in person or by proxy, and entitled to vote at a duly called meeting of the Members:

- (a) Increases or decreases in the functions and services which the Corporation is authorized to carry out or to provide;
- (b) Increases in Annual Assessments pursuant to Section 12.3.3 of the Declaration;
- (c) Approval of Special Assessments pursuant to Section 12.5.1 of the Declaration; and
- (d) Amendment to the Bylaws of the Corporation.

**FIFTH-
TEENTH:**

Subject to the provisions of Article NINTH hereinabove, the following actions shall require the approval of seventy-five percent (75%) of the votes cast by Members present, in person or by proxy, and entitled to vote at a duly called meeting of the Members:

- (a) The election by the Corporation not to repair or reconstruct property pursuant to Section 9.2 of the Declaration;
- (b) Conveyance of all or any part of the Common Areas in lieu of condemnation pursuant to Section 10.1 of the Declaration;
- (c) The election by the Corporation to restore or replace improvements on Common Areas which have been taken by condemnation or sold in lieu thereof; and
- (d) Termination of the Declaration pursuant to Section 14.5 thereof.

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Mark Hammond
CLERK OF THE STATE OF SOUTH CAROLINA

WHEREFORE, your petitioners pray that the Secretary of State issue to the aforesaid Charleston National Community Owners-Association, Inc. a Certificate of Incorporation, with all rights, powers, privileges and immunities, and subject to all the limitations and liabilities conferred by Title 33, Chapter 31, 1976 Code, and Acts amendatory thereto, to provide for the incorporation of Religious, Educational, Social, Fraternal or Charitable Churches, Lodges, Societies, Associations, or Companies, and for amending the Charters of those already formed and to be formed.

Michael E. Knapp

Michael E. Knapp

Leonard K. Nave

Leonard K. Nave

Date: August 20, 1991

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

THE UNDERSIGNED, Michael J. Knapp and Leonard K. Nave, do hereby certify that they are the officers or persons signing the petition for incorporation of a non-profit corporation having no capital stock, that all the facts in the petition are true and correct and that the corporation will not operate for a profit for itself or any of its members.

Michael J. Knapp
Leonard K. Nave

SWORN to before me this
..th day of September, 1991.

Harriet Ann Clinger

Notary Public for South Carolina
My Commission Expires: Oct 30, 1995

DEC 27 2018

REFERENCE ID: 261632

M. Hammond
SECRETARY OF STATE OF SOUTH CAROLINA

NEIXSEN PRUET JACOBS POLLARD & ROBINSON
ATTORNEYS AND COUNSELORS AT LAW

ANNE W PRICE

September 10, 1991

VIA OVERNIGHT DELIVERY

Ms. Mary Frances White
Office of the South Carolina Secretary of State
Wade Hampton Office Building, Room 205
Columbia, South Carolina 29201

Re: Charleston National Community Association, Inc.

Dear Mary Frances:

Enclosed please find an Affidavit of Publication with respect to the notice of intent to form the above-referenced corporation. Also enclosed, in duplicate original, please find page 1 of the Declaration and Petition for Incorporation. Please delete the word "Owners" from the second line of page 7 of the Declaration you received today in duplicate. The name of the corporation is Charleston National Community Association, Inc.

Thank you very much for your assistance in this matter.

With kind regards, I remain

Sincerely yours,

Anne W. Price
Anne W. Price

AWP/nlm
Enclosures

HANDBOOK FOR HOMEOWNERS

NEIGHBORHOOD RESTRICTIONS AND EASEMENTS

**CHARLESTON NATIONAL COUNTRY CLUB SUBDIVISION
CHARLESTON NATIONAL COMMUNITY ASSOCIATION, INC.**

MOUNT PLEASANT, SOUTH CAROLINA

**APPROVED AND ADOPTED
BY THE BOARD OF DIRECTORS**

FEBRUARY 15 2017

Handbook of Restrictions and Easements for Charleston National Community Association

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**HANDBOOK FOR HOMEOWNERS
RESTRICTIONS AND EASEMENTS**

CHARLESTON NATIONAL COMMUNITY ASSOCIATION, INC.

STATEMENT OF PURPOSE

This HANDBOOK FOR HOMEOWNERS - RESTRICTIONS AND EASEMENTS is intended to accompany the original neighborhood Restrictions and Easements that have been recorded over time and remain in effect for the Charleston National Country Club Subdivision and should serve as a reference for Association Members, the Architectural Review Committee (ARC), and the Board of Directors.

INTRODUCTION AND EXPLANATION

This Handbook for Homeowners – Restrictions and Easements is the result of collaboration among homeowners, the Architectural Review Committee (ARC), and Members of the Charleston National Community Association Board of Directors. Primarily, the Handbook consolidates, combines, reorganizes, and restates the original neighborhood Declarations of Restrictions and Easements for Charleston National Subdivision in a format for easier access to information. The Handbook also clarifies, interprets, and more specifically defines the guidelines established by the original Declarations, as requested by Association Members, the ARC, and the Board of Directors. Some items have been omitted, including carports, breezeways, and detached garages. Included are ARC policies approved by the Board of Directors since the original Declarations of Restrictions and Easements were filed by the Developer and as permitted by the governing documents and by State law in order to promote property values and aesthetics.

ASSOCIATION RESPONSIBILITY AND DIRECTIVE

The Association, in order to develop and maintain Charleston National Subdivision (CNS) as a planned residential community and as Owner of the Common Area, as directed by its Articles of Incorporation, Declaration, Bylaws, and the laws of the State of South Carolina, is charged with the responsibility of administering all governing documents and hereby declares that it shall seek to achieve the following objectives in discharge of that responsibility:

1. To establish and maintain a tranquil existence and a high quality of life for Residents of Charleston National Subdivision;
2. To prevent the abuse or unwarranted alteration of trees, vegetation, ponds, lagoons, waterways, and the natural character of the land in Charleston National Subdivision;
3. To establish standards for the construction, upkeep, and occupation of Residences, Lots, and Units in Charleston National Subdivision to assuring quality housing that is both aesthetically pleasing and compatible with the high quality of life required; and
4. To help establish and maintain property values in Charleston National Subdivision comparable to values in other quality residential communities of like nature in the tri-county region.

The Association declares that the real property described in the Declaration of Covenants, Conditions, Restrictions, and Easements is subject to and shall be used in accordance with the original, recorded Declarations of Restrictions and Easements.

ARTICLE I
DEFINITIONS

A. Architectural Review Committee (ARC) means those Association Members, as provided in the Bylaws and as set forth in the Declaration of Covenants, Conditions, Restrictions, and Easements, whose duties and responsibilities assure an aesthetically harmonious appearance and tranquil existence for Residents of Charleston National Subdivision.

B. Association means Charleston National Community Association, Inc. (Association), 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 11th day of September, 1991, by the Secretary of State, State of South Carolina.

C. Board means the Board of Directors of the Association that is elected by Owners to govern and administer the Association.

D. Bylaws means the set of standing rules governing the regulation of the internal affairs of CNS, 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, Units, or Members.

E. Charleston National Subdivision (CNS), as used herein, means only that portion of a certain residential community known as Charleston National Country Club, which is described herein as "Property" together with such additions thereto as may from time to time be designated by Declarant.

F. Club or Country Club or Club Property or Charleston National Golf Club (CNGC) means the real and personal property comprising the golf course, tennis courts, pools, and related recreational facilities constructed adjacent to, or in close proximity to the Property, and owned and operated as further set forth in the Declaration of Covenants, Conditions, Restrictions, and Easements for Charleston National Subdivision and as further set forth in the Declaration of Covenants, Conditions and Restrictions for Charleston National Country Club (Amenities License and Assessment). The property of the Club is not subject to this Handbook. The purchase of a Lot or Unit in CNS requires Social Membership in the Club but does not obtain any other membership or rights of any kind in CNGC. Golf Membership in CNGC requires a separate application and payment of all fees and dues of CNGC.

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 Ocean and Coastal Resource Management Council (OCRMC), 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 designation of any land and/or improvements as Common Area shall not mean or imply that the public at large acquires any easement of use or enjoyment therein. Subject to the rights, if any, of the CNGC and the reservations to the Declarant set forth herein, all Common Area is intended for and shall be devoted to the common use and enjoyment of the Declarant, Owners, and the Guests and Tenants of Owners.

H. Condominium means a multiple unit Residence, the Units of which are individually owned by a person or persons in fee simple, and the part of the Property other than such independently owned spaces is owned by such Owners in undivided interest.

I. Declarant means Association, its successors and assigns.

J. Declaration of Covenants, Conditions, Restrictions, and Easements means that document which governs the Charleston National Subdivision.

K. Handbook for Owners - Restrictions and Easements means this document.

L. Documents and Association Documents mean the Declaration of Covenants, Conditions, Restrictions, and Easements, neighborhood Declarations of Restrictions and Easements, this Handbook, Articles of Incorporation, and Bylaws of the Association; any rules and regulations promulgated by the Association; all documents and instruments referred to therein; and any amendments to any such documents.

M. Golf Course Lot means any Lot or Unit sharing a boundary with the golf course.

N. Lagoon, Lake, or Pond Lot means any Lot or Unit sharing a boundary with a Lagoon, Lake, or Pond.

O. Lot means any plot of land shown as a numbered parcel or Lot of land¹ 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. See also Unit.

P. Member means a person entitled to membership as provided in the Declaration and means the same thing as Owner.

Q. Occupant or Resident means a person or persons or entity occupying a Residence on a Lot or in a Unit in CNS.

R. 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, but excluding any person or entity having an interest merely as security for a debt or for the performance of an obligation.

S. Property means and refers to the Lots or Units shown on the recorded plats and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

T. Residence means a single family house on a Lot, or a Unit in CNS.

U. Screening means the use of natural growth such as live evergreen or other plants, bushes, or trees, or man-made materials such as wooden lattices, wood fencing, or brick or masonry walls and which has been approved by the Architectural Review Committee. The purpose of this screening is to conceal from view by neighbors as much as is practical and from the street, garbage cans, yard equipment, fuel tanks, and, if possible, heating and air conditioning equipment and satellite dishes.

V. Unit means a single family attached dwelling, including a condominium or townhouse.

ARTICLE II

RESTRICTIONS AND EASEMENTS

This section combines and incorporates restrictions and easements included in the original, individual neighborhood Declarations of Restrictions and Easements and is in addition to the Restrictions and Easements in Article VIII of the Declaration of Covenants, Conditions, Restrictions, and Easements which are referenced herein. Also included are Architectural Review Committee (ARC) policies that have been clarified, refined, or added over time. These changes and additions have been approved by the Board of Directors.

A. Specific Restrictions which Apply to All Lots and Units in Charleston National Subdivision, Except as so Noted Herein.

1. Building Height and Construction. Not more than one single-family dwelling, not to exceed two and one-half (2-1/2) stories in height, shall be erected on any Lot unless otherwise approved, in writing, by the Architectural Review Committee. The maximum height allowed is thirty-five (35) feet with the following exceptions. A maximum height of thirty-eight (38) feet is allowed in The Links, Egret's Pointe; Westchester Phase IV, The Gallery; and Westchester Phase V, Charter Oaks. A maximum height of twenty-seven (27) feet is allowed from ground elevation for Lots 1210, 1214, 1216, 1218, 3264, and 3266, 3268 in The Orchard, St. Andrews. [The original, recorded Restrictions and Easements do not include a specific building height for Rees Row or National Drive.] In The

Retreat, all townhouse style single family attached dwellings are subject to the Master Deed of The Retreat at Charleston National Country Club Horizontal Property Regime. Building height and construction for the three Woodlake Lots immediately outside the gates to Victory Pointe are under the control and enforcement of the Architectural Control Committee (ACC) and the Board of Directors of the Victory Pointe Property Owners Association (VPPOA).

2. Setbacks and Building Lines. 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. However, in each case individual setbacks and sidelines must be approved by the Architectural Review Committee for aesthetic value and the ARC 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 ARC 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.

a. The Estates. For Golf Course Lots, the front yard setback shall be twenty-five (25) feet except for Lot 2507 Long Cove Court which shall be thirty-five (35) feet, the side yard combined of twenty (20) feet with one side yard being allowed to be ten (10) feet, and a rear yard of thirty (30) feet. For Interior Lots, the front yard setback shall be twenty-five (25) feet, the side yard combined of twenty (20) feet with one side

yard being allowed to be ten (10) feet, and a rear yard of twenty-five (25) feet. The entrance to the garage shall not face the street unless specifically approved by the Architectural Review Committee. This approval may be granted by the ARC in unusual circumstances if because of lack of Lot frontage, topography, or shape of the Lot, the house cannot be designed to have an entrance to the garage other than facing the street. Building coverage of each Lot shall be no more than fifty percent (50%) except for Somerset Hills Court which shall be no more than forty percent (40%). Exceptions to these requirements exist for Lots 3587 and 3591 Somerset Hills but are not included in this section.

b. The Glen at St. Andrews. The front yard setback shall be twenty (20) feet, the side yard combined of fifteen (15) feet with one side yard being allowed to be five (5) feet, and a rear yard of twenty (20) feet. Building coverage of each Lot shall be no more than fifty percent (50%).

c. Harleston Green. Lot area per Residence shall be a minimum of 4000 square feet, a minimum Lot width of forty (40) feet excepting that on cul-de-sacs along front property line and for two-thirds of the Lot depth, and a Lot depth of fifty (50) feet. The front yard setback shall be a minimum of four (4) feet, the side yard (between building line not property line) fifteen (15) feet, and a rear yard of twenty (20) feet. If there are no side easements shown on the recorded plat in Plat Book EB Page 540 in the RMC Office, zero (0) Lot lines are permitted so long as

the fifteen (15) feet between building lines is maintained. Building coverage of each Lot shall be a minimum of fifty percent (50%).

d. The Links, Egret's Pointe. Lot area per Residence shall be a minimum of 3000 square feet, a minimum Lot width of thirty (30) feet, and a Lot depth of fifty (50) feet. The front yard setback shall be a minimum of ten (10) feet, the combined side yard fifteen (15) feet, and a rear yard of fifteen (15) feet. A zero (0) Lot line is permitted so long as the fifteen (15) feet between building lines is maintained. Building coverage of each Lot shall be no more than fifty percent (50%).

e. The Links, Rees Row. Lot area per Residence shall be a minimum of 8,000 square feet. The front yard setback, side yard, and rear yard for a dwelling shall be based on aesthetics and view in relation to nearby dwellings. The Architectural Review Committee 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 ARC 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. The front yard setback shall be a minimum of twenty-five (25) feet, the side yard combined of twenty (20) feet with one side yard allowed to be ten (10) feet, and a rear yard of twenty-five (25) feet. The entrance to the garage shall not face the street unless specifically approved by the Architectural Review Committee. This approval may be granted by the ARC in unusual circumstances if

because of lack of Lot frontage, topography, or shape of the Lot, the house cannot be designed to have an entrance to the garage other than facing the street.

f. National Drive. The front yard setback, side yard, and rear yard for a dwelling shall be based on aesthetics and view in relation to nearby dwellings. The Architectural Review Committee 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 ARC 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. The minimum front yard setback shall be twenty-five (25) feet, the side yard combined of twenty (20) feet with one side yard allowed to be ten (10) feet, and a rear yard of twenty-five (25) feet. The entrance to the garage shall not face the street unless specifically approved by the Architectural Review Committee. This approval may be granted by the ARC in unusual circumstances if because of lack of Lot frontage, topography, or shape of the Lot, the house cannot be designed to have an entrance to the garage other than facing the street.

g. The Orchard at St. Andrews. The front yard setback shall be twenty (20) feet, the side yard combined of fifteen (15) feet with one side yard being allowed to be five (5) feet, and a rear yard of twenty (20) feet. Building coverage of each Lot shall be no more than fifty percent (50%).

h. The Retreat. All townhouse style single family attached Condominium dwellings are subject to the Master Deed of The Retreat at Charleston National Country Club Horizontal Property Regime.

i. Victory Pointe. Building height, construction, setbacks, and building lines are set forth in the Declaration of Covenants, Conditions and Restrictions for Victory Pointe and are under the control and enforcement of the Architectural Control Committee (ACC) and the Board of Directors of the Victory Pointe Property Owners Association (VPPOA).

j. Westchester, Phase One Through Phase Three. The front yard setback shall be twenty (20) feet, the side yard combined of fifteen (15) feet with one side yard being allowed to be five (5) feet, and a rear yard of twenty (20) feet. Building coverage of each Lot shall be no more than fifty percent (50%).

k. Westchester, Phase IV, The Gallery. Lot area per Residence shall be a minimum of 6000 square feet. The front yard setback shall be twenty (20) feet, the side yard combined of fifteen (15) feet with one side yard being allowed to be five (5) feet, and a rear yard of twenty (20) feet. Building coverage of each Lot shall be no more than fifty percent (50%). Minimum finished floor elevations shall be as required by F.E.M.A. (Federal Emergency Management Agency) and the Town of Mount Pleasant based on flood zone requirements.

1. Westchester, Phase V, Charter Oaks. The front yard setback shall be twenty (20) feet, the side yard combined of fifteen (15) feet with one side yard being allowed to be five (5) feet, and a rear yard of twenty (20) feet, with the exception of those lots backing up to the golf course, which must have a rear setback of thirty (30) feet. Building coverage of each Lot shall be no more than fifty percent (50%). Minimum finished floor elevations shall be as required by F.E.M.A. (Federal Emergency Management Agency) and the Town of Mount Pleasant based on flood zone requirements.

m. 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 Architectural Control Committee (ACC) and the Board of Directors of the Victory Pointe Property Owners Association (VPPOA). Enforcement of the Declaration of Covenants, Conditions, Restrictions, and Easements for Charleston National Subdivision and the policies in this Handbook is the responsibility of the Board of Directors of the Charleston National Community Association (CNCA).

3. Outbuildings, Temporary and Mobile Structures, and Vehicles. No structure of a temporary nature, unless approved in writing by the Architectural Review 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.

4. 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 Review Committee and may be kept in a driveway for up to two weeks unless approved for more than a two-week period by the ARC. A copy of the approved ARC 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.

5. Outbuildings and Similar Permanent Structures including Sheds. A small one-story accessory building may be approved so long as its location complies with the setback requirements of the Town of Mount Pleasant, does not obstruct any views, and exterior design and construction are comparable with the main dwelling. Any such structure must be approved by the ARC and is required to have similar siding, roofing, and color as the house. Homeowners are encouraged to do an addition to the side or back of the house rather than build a stand-alone structure. All detached structures are to be located in the rear of the main dwelling and must not encroach upon the property of an adjacent owner. No accessory outbuilding shall be permitted in Harleston Green.

6. Terraces and Eaves. For the purpose of determining compliance or non-compliance with the building line requirements as set forth elsewhere in this Article II, terraces, stoops, wing-walls, and steps extending beyond the outside wall of a structure shall not be considered as part of the structure.

7. Walls and Fences. No fences or other structures are allowed in drainage easements. All walls and fences must be approved by the Architectural Review Committee in accordance with guidelines on file with the ARC. Fences shall be located to the rear of the dwelling, not enclose the entire rear yard unless approved by the ARC, and shall relate architecturally to the main dwelling. 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 be of the same or complementary materials as the main dwelling unless other materials such as wrought iron are approved by the ARC. No chain link fences shall be allowed. The construction side of all fences shall face the interior of the Lot. Fences shall not exceed six (6) feet in height excepting those fences in Harleston Green as immediately follows. In Harleston Green, fences on even numbered Lots 4000 through 4076 shall not exceed four (4) feet in height, rear Lot line fences on uneven numbered Lots 4009-4061 shall not exceed six (6) feet in height, and side Lot fences on uneven numbered Lots 4009-4061 shall not exceed four (4) feet in height. All fences shall conform to the guidelines. Fences shall not be placed across easements so as to prevent access unless approved by the ARC and as established in Article II, Section C. 1. Fences located in an

easement area shall include a gate to allow access. In Harleston Green and in The Links, Egret's Pointe, no fences shall be allowed in easements. No fences are to be constructed on a golf course fairway Lot unless otherwise approved by the ARC. A minimum setback of thirty (30) feet from the rear property line of a golf course Lot shall be required for any fences approved by the ARC. In reviewing requests for fences on golf course lots, the ARC shall consider aesthetic appearance in relation to the overall topography and landscaping plan of the golf course. If approval is expected to be granted by the ARC, the Charleston National Golf Club shall be notified by the Board of Directors as a matter of courtesy.

8. Subdivision and Combining of Lots. One or more Lots or parts thereof may be subdivided or combined to form one single building Lot when approved, in writing, by the Architectural Review Committee. In such case, the setback, building line, area, easements, and similar requirements as set forth elsewhere in this Article II must be adhered to by the combined Lot. The Owner or Owners combining Lots shall be responsible to relocate any utility lines located within a former side Lot line easement.

9. Building Requirements. The enclosed living areas of the main structure, exclusive of open porches, garages, porte-cocheres, carports, and breezeways, shall be as immediately following below. Houses of less than the stated square footage may be approved by the Architectural Review Committee if in the opinion of the ARC the design and construction of the house would be in keeping with the adjoining properties and the lowering of the square footage would not depreciate the value of adjoining properties subject to the original

recorded Declarations of Restrictions and Easements and this Handbook. The garage of a dwelling built in an elevated lowcountry style may not be included in or contribute to the minimum required square footage.

a. The Estates. The enclosed living areas shall be not less than 2200 square feet on Lots bounding the golf course and 2000 square feet on interior Lots. On all Lots having a two (2) or two and one-half (2-1/2) story house, the house shall have a minimum of 1000 square feet on the first floor; provided, however, the area within an enclosed garage on a two (2) or two and one-half (1-1/2) story house shall be considered within the minimum first floor area of 1000 square feet but such area shall not reduce the required overall minimum square footage of the house.

b. The Glen at St. Andrews. The enclosed living areas shall be not less than 1200 square feet. On all Lots having a two (2) or two and one-half (2-1/2) story house, the house shall have a minimum of 800 square feet on the first floor; provided, however, the area within an enclosed garage on a two (2) or two and one-half (2-1/2) story house shall be considered within the minimum first floor area of 800 square feet but such area shall not reduce the required overall minimum square footage of the house.

c. Harleston Green. The enclosed living areas shall be not less than 1500 square feet. On all Lots having a two (2) or two and one-half (2-1/2) story house, the house shall have a minimum of 1000 square feet on the first floor and shall be a maximum of thirty-five (35) feet in

height. Building coverage of each Lot shall be a minimum of fifty percent (50%).

d. The Links, Egret's Pointe. *[This information is pending.]*

e. The Links, Rees Row. The enclosed living areas shall be not less than 2500 square feet. On all Lots having a two (2) or two and one-half (2-1/2) story house, the house shall have a minimum of 1200 square feet on the first floor; provided however, the area within an enclosed garage on a two (2) or two and one-half (2-1/2) story house shall be considered within the minimum first floor area of 1200 square feet but such area shall not reduce the required overall minimum square footage of the house.

f. National Drive. The enclosed living areas shall be not less than 2500 square feet. On all Lots having a two (2) or two and one-half (2-1/2) story house, the house shall have a minimum of 1200 square feet on the first floor; provided however, the area within an enclosed garage on a two (2) or two and one-half (2-1/2) story house shall be considered within the minimum first floor area of 1200 square feet but such area shall not reduce the required overall minimum square footage of the house.

g. The Orchard at St. Andrews. The enclosed living areas shall be not less than 1200 square feet. On all Lots having a two (2) or two and one-half (2-1/2) story house, the house shall have a minimum of 800 square feet on the first floor; provided, however, the area within an enclosed garage on a two (2) or two and one-half (2-1/2) story house shall

be considered within the minimum first floor area of 800 square feet but such area shall not reduce the required overall minimum square footage of the house.

h. The Retreat. All townhouse style single family attached Condominium dwellings are subject to the Master Deed of The Retreat at Charleston National Country Club Horizontal Property Regime.

i. Victory Pointe. Building requirements are under the control and enforcement of the Architectural Control Committee (ACC) and the Board of Directors of the Victory Pointe Property Owners Association (VPPOA).

j. Westchester, Phase One Through Phase Three. The enclosed living areas shall be not less than 1200 square feet. On all Lots having a two (2) or two and one-half (2-1/2) story house, the house shall have a minimum of 800 square feet on the first floor; provided, however, the area within an enclosed garage on a two (2) or two and one-half (2-1/2) story house shall be considered within the minimum first floor area of 800 square feet but such area shall not reduce the required overall minimum square footage of the house.

k. Westchester, Phase IV, The Gallery. The enclosed living areas shall be not less than 1200 square feet. On all Lots having a two (2) or two and one-half (2-1/2) story house, the house shall have a minimum of 800 square feet on the first floor; provided, however, the area within an enclosed garage on a two (2) or two and one-half (2-1/2) story house shall

be considered within the minimum first floor area of 800 square feet but such area shall not reduce the required overall minimum square footage of the house.

l. Westchester, Phase V, Charter Oaks. The enclosed living areas shall be not less than 2000 square feet for interior Lots and 2400 square feet for Lots on the golf course (Lots 12D and 13D). On all Lots having a two (2) or two and one-half (2-1/2) story house, the house shall have a minimum of 1000 square feet on the first floor; provided, however, the area within an enclosed garage on a two (2) or two and one-half (2-1/2) story house shall be considered within the minimum first floor area of 1000 square feet but such area shall not reduce the required overall minimum square footage of the house. Siding shall be cement board (such as Hardi-Plank), composite, brick, wood or stucco. Vinyl and aluminum siding will not be approved by the ARC. Trim shall be cement board, composite, wood, stucco, aluminum, or vinyl-clad wood. Roof material shall be metal (5v crimp, copper, etc.). Architectural shingles will not be approved by the ARC.

m. Woodlake. Building requirements for the three Woodlake Lots immediately outside the gates to Victory Pointe are under the control and enforcement of the Architectural Control Committee (ACC) and the Board of Directors of the Victory Pointe Property Owners Association (VPPOA). Enforcement of the Declaration of Covenants, Conditions, Restrictions, and Easements for Charleston National Subdivision and the

policies in this Handbook is the responsibility of the Board of Directors of the Charleston National Community Association.

10. Completion of Construction. The Board of Directors shall have the right to take appropriate court action, whether at law or in equity, to compel the immediate completion of any Residence not completed within one (1) year from the date of commencement of construction.

11. 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 ARC. 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.

12. Filling Waterways, Changing Elevations. No Lot shall be increased in size by filling in the water it abuts. No Lot Owner shall excavate or extract earth for any business or commercial purpose. No elevation change shall be permitted which materially affects the surface grade of surrounding Lots unless approved in writing by the Architectural Review Committee.

13. 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. 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 Review 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 Review Committee guidelines.

c. 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 Review 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 ARC guidelines and provided all installations are approved in advance by the ARC. 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.

d. Underground Utility Service, Above Ground Fuel Tanks, and Aesthetic Screening. Fuel tanks installed above ground shall be screened from view of neighboring Lots and streets. Such screening, whether through natural plantings or fencing materials, shall be approved in advance by the Architectural Review Committee. Underground fuel tanks in the condominium neighborhood shall be in accordance with The Retreat Master Deed and Regulations.

e. Window Air Conditioners. No window air conditioners or air conditioners installed within an exterior wall shall be allowed unless approved by the Architectural Review Committee. No window air conditioners that face a street shall be approved by the ARC.

14. 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 Review Committee. All new

driveways must be approved by the ARC. Any alterations to existing driveways must be approved by the ARC.

15. 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.

16. Obstructions to View at Intersections. The lower branches of trees or other vegetation shall not be permitted to obstruct the view or street signs at intersections so as to interfere with traffic flow or to create a safety hazard.

17. 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 Review 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. The Department of Health and Environment Control (DHEC), Office of Coastal Resource Management (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 ARC. 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.

18. 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 Owner, at the Lot Owner's expense, upon written request of the Architectural Review Committee and the Board of Directors.

19. 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 with the exception of one "For Sale" or "For Rent" sign per Lot. One additional "For Sale" or "For Rent" sign in the rear yard of a Lot may be approved by the ARC. All signs for sale or rental of a property or home shall be consistent according to the size, design, and placement requirements that have been established by the Board of Directors. The Victory Pointe Property Owners Association covenants do not allow real estate signs within the gated area. Signage for the Retreat and Legacy condominium neighborhoods is subject to this policy. Open House signs are permitted only on the property being sold and 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 Architectural Review Committee and shall follow the requirements as stated herein and all guidelines established by the ARC. 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.

20. 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 Review Committee. The ARC 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. Residences shall display the street address numbers as required by Mount Pleasant Town Code. 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 ARC.

21. 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, except that in

Harleston Green a maximum of two cars per driveway, space permitting, shall be allowed. 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.

22. Lawn Maintenance and Landscape Businesses, Other Contract Businesses. Owners and Residents are responsible to assure that the provisions immediately above in paragraph 21 of Article II 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, including cutting of grass and removal of debris, as written in the Town of Mount Pleasant Clean Lot Ordinance, and as written in the policies in this Handbook.

23. 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 Review 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.

24. 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.

25. Clotheslines. No clothes lines shall be permitted outside.

26. Flagpoles. Flagpoles are permitted as approved in advance by the Architectural Review Committee.

27. Pools. In-ground pools only are permitted as approved in advance by the Architectural Review Committee. No above-ground pools shall be approved. A thirty (30) foot easement from the property line is required for those lots adjacent to the golf course. An ARC 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 ARC 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.

28. Metal Roofs. Metal roofs may be approved by the ARC 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 ARC. An ARC 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.

29. 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 ARC. 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.

30. Pre-Manufactured Construction. Pre-manufactured, modular construction may be approved by the ARC. The structure, including any dwelling

or accessory building, must conform to all building requirements in the original recorded Restrictions and Easements and in the policies in this Handbook.

31. Solar Panels. Solar panels may be approved by the ARC.

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 ARC.

32. 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 ARC 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.

33. 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.

34. 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.

35. Offensive Activities. No noxious, offensive, or illegal activities shall be carried on 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 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.

36. Limited Business Use. No business use of any kind shall be permitted on any Lot or Unit 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 or Units. 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.

37. 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. Maintenance of the townhouse style single family attached Condominium dwellings is subject to the Master Deeds of the Retreat and Legacy Horizontal Property Regimes.

B. Specific Restrictions which Apply only to Specific Lots and Units in Charleston National Subdivision.

1. Special Requirements for Lots and Units Bounded By or Subject To Any Buffer Area, Lagoon, Lake, Pond, Drainage Easement, or Waterway.

Requirements for such Lots and Units are based upon Article VIII of the Declaration of Covenants, Conditions, Restrictions, and Easements as follows. 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 edge 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 ARC. A buffer of three (3) to five (5) feet at waters 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 power boats, inflatable boats, rafts, personal watercrafts, or other flotation devices, shall be permitted on any lagoon, lake, pond, canal, drainage easement, or 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 or Unit, 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 except for those Common Areas in The Retreat Condominium development as provided in the Master Deed for The Retreat at Charleston National Country Club Horizontal Property Regime which is recorded in the RMC Office for Charleston County, South Carolina.

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 ARC, excepting the shoreline as provided in the separate Declaration for Victory Pointe, and excepting the water's edge as provided in the Master Deed for The Retreat Condominium development.

g. 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.

2. 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 Ocean and Coastal Resource Management Council (OCRMC) 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.

3. 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 marshfront 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 OCRMC Critical Line in all saltwater marshfront areas

designated for residential use within the Property, excluding all farm and drainage ditches within the OCRMC 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 OCRMC 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 OCRMC Critical Line are subject to OCRMC 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.

4. 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.

C. Easements which Apply to All Lots and Units in Charleston National Subdivision.

1. Easements for Utilities and Drainage Facilities. Lots and Units 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 over a specific number of feet of each side line of each Lot subjected to the Declaration and over a specified number of feet of each rear yard of each Lot and Unit subjected to the Declaration as immediately following below. 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 except in the case of fences as set forth elsewhere in this Article II.

Plantings in easement areas may be approved by the Architectural Review Committee to allow for natural screening of heating/cooling equipment or other purposes provided that required grading between Lots is maintained. The easement area of each Lot and all improvements in it shall be maintained continuously by the Owner of the Lot except for those improvements for which a public authority or utility company is responsible. An Owner granted approval by the ARC to install a fence or plantings in an easement area shall be prepared to remove at Owner expense any installation, including a fence and plantings, and to repair the easement area in the event of any drainage problems that may result from any installation and in the event of the need for access to the easement area by the Association; a utility company; the Town of Mount Pleasant, South Carolina; or Charleston County, South Carolina. The easement area of each Unit in a Condominium structure shall be maintained continuously by The Retreat at Charleston National Country Club Horizontal Property Regime.

a. The Estates. Easements for the installation and maintenance of utilities and drainage facilities are reserved over seven and one-half (7-1/2) feet of each side line and over fifteen (15) feet of the rear yard of each Lot.

b. The Glen at St. Andrews. Easements for installation and maintenance of utilities and drainage facilities are hereby reserved over

five (5) feet of each side line and over five (5) feet of the rear yard of each Lot.

c. Harleston Green. Easements for installation and maintenance of utilities and drainage facilities are hereby reserved over ten (10) feet of the rear yard of each Lot.

d. The Links, Egret's Pointe. *[This information is pending.]*

e. The Links, Rees Row. Easements for installation and maintenance of utilities and drainage facilities are hereby reserved over five (5) feet of each side line and over ten (10) feet of the rear yard of each Lot.

f. National Drive. Easements for installation and maintenance of utilities and drainage facilities are hereby reserved over five (5) feet of each side line and over ten (10) feet of the rear yard of each Lot.

g. The Orchard at St. Andrews. Easements for installation and maintenance of utilities and drainage facilities are hereby reserved over five (5) feet of each side line and over five (5) feet of the rear yard of each Lot.

h. The Retreat. All townhouse style single family attached Condominium dwellings are subject to the Master Deed of The Retreat at Charleston National Country Club Horizontal Property Regime.

i. Victory Pointe. Adherence to the easements for installation and maintenance of utilities and drainage facilities are under the control

and enforcement of the Architectural Control Committee (ACC) and the Board of Directors of the Victory Pointe Property Owners Association (VPPOA).

j. Westchester, Phase One Through Phase Three. Easements for installation and maintenance of utilities and drainage facilities are hereby reserved over five (5) feet of each side line and over five (5) feet of the rear yard of each Lot.

k. Westchester, Phase IV, The Gallery. Easements for installation and maintenance of utilities and drainage facilities are hereby reserved over five (5) feet of each side line and over five (5) feet of the rear yard of each Lot.

l. Westchester, Phase V, Charter Oaks. Easements for installation and maintenance of utilities and drainage facilities are hereby reserved over five (5) feet of each side line and over five (5) feet of the rear yard of each Lot.

m. Woodlake. Adherence to the easements for installation and maintenance of utilities and drainage facilities for the three Woodlake Lots immediately outside the gates to Victory Pointe are under the control and enforcement of the Architectural Control Committee (ACC) and the Board of Directors of the Victory Pointe Property Owners Association (VPPOA). Enforcement of the Declaration of Covenants, Conditions, Restrictions, and Easements for Charleston National Subdivision and the policies in this

Handbook is the responsibility of the Board of Directors of the Charleston National Community Association.

2. 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.

D. Easements which Apply only to Specific Lots in Charleston National Subdivision.

1. 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.

2. Specific Easement for Lot and Common Area in Harleston Green. Lot 4072 in Harleston Green and "Open Area HOA, 40,895 sq. ft." are subject to a specific easement. The ten (10) feet of the twenty (20) foot drainage easement located along the Eastern boundary of "Open Area HOA, 40,895 sq. ft." can also be used for ingress/egress and access to the "Existing Lagoon Charleston National

Properties, LLC” as shown on the plat at Plat Book EB at Page 540 in the RMC Office for Charleston County.

ARTICLE III

ENFORCEMENT AND REMEDIES

A. 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. 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 Bylaws. Enforcement and remedies of all covenants, conditions, restrictions, and easements for Victory Pointe are under the control of the Architectural Control Committee (ACC) and the Board of Directors of the Victory Pointe Property Owners Association (VPPOA). Enforcement of building requirements for the three Woodlake Lots immediately outside the gates to Victory Pointe are under the control and enforcement of the Architectural Control Committee (ACC) and the Board of Directors of the Victory Pointe Property Owners Association (VPPOA). 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, including the policies in this Handbook is the responsibility of the Architectural Review Committee (ARC) and the Board of Directors of the Charleston National Community Association (CNCA).

B. Enforcement and Remedies for Owners of Units in The Retreat and The Legacy. Enforcement and remedies for Owners of Condominium Units shall be as set forth in the covenants and bylaws of the condominium regime. The Association and the Regime shall cooperate to the maximum extent possible and each shall reasonably assist the other in upholding the regime and the community-wide standards herein provided.

ARTICLE IV

AMENDMENT

A. Requirements and Terms for Amendment. This Handbook for Homeowners - Restrictions and Easements may be amended at any time and from time to time by the Board of Directors.

**LISTING OF NEIGHBORHOOD DECLARATIONS OF
RESTRICTIONS AND EASEMENTS FOR
CHARLESTON NATIONAL SUBDIVISION**

**Previously Recorded in the RMC Office
Charleston County, South Carolina**

1. The Estates

Declaration	Signed 5/17/93, Filed & Recorded 6/4/93 Re-Recorded 7/14/94	Bk X227, pp 565-579 Bk N245, pp 451-465
Consent to Relocation and Amendment	Signed 3/24/95, Filed 10/24/95	Bk H261, pp 781-784
Consent to Relocation and Amendment	Signed 6/6/95 and 6/7/95	Bk U260, pp 863-873
Subjection to Declaration	Signed 2/23/96, Filed 2/23/96	Bk T265, pp 667-669
Subjection to Declaration	Signed 10/31/96, Filed 11/4/96	Bk D276, pp 903-906
Subjection to Declaration	Signed 3/19/97 (File date missing)	Bk N281, pp 517-519
Amendment	Signed 2/8/99, Filed 2/12/99	Bk E320, pp 457-459

2. The Glen at St. Andrews

Declaration	Signed 11/12/92, Filed 11/23/92	Bk R220, pp 658-670
Amendment	Signed 8/23/93, Filed 9/10/93 (Phase 2)	Bk V231, pp 781-783
Amendment	Signed 3/15/93, Filed 3/28/94 (Phase 3)	Bk U240, pp 416-418
Amendment	Signed 10/11/93, Filed 12/1/94 (Phase 3-B)	Bk F250, pp 207-209
Amendment	Signed 8/3/98, Filed 9/1/98 (Phase 2)	Bk C310, pp 821-823

3. Harleston Green

Declaration	Signed 8/6/97, Filed 8/6/97	Bk E288, pp 682-696
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4. The Links, Egret's Pointe

A Declaration with this information has not been located to date. Some construction restrictions and easements are included on some plats.

5. The Links, Rees Row

Declaration	Signed 11/30/92, Filed 12/4/92	Bk D221, pp 860-874
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6. National Drive

Declaration	Signed 11/30/92, Filed 12/4/92	Bk D221, pp 860-874
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7. The Orchard at St. Andrews

Amendment to the Declaration for The Glen at St. Andrews

	Signed 4/8/93, Filed 4/12/93 (Phase 1)	Bk P225, pp 677-679
Amendment	Signed 12/8/94, Filed 12/21/94 (Phase 2)	Bk W250, pp 470-472
Restrictive Covenant		
	Signed 3/2/95, Filed 4/6/95 (Phase 2)	Bk D254, pp 626-629
Amendment	Signed 8/3/98, Filed 9/1/98	Bk C310, pp 812-814
Amendment	Signed 8/3/98, Filed 9/1/98 (Phase 3)	Bk C310, pp 815-817
Amendment	Signed 8/3/98, Filed 9/1/98 (Phase 2)	Bk C310, pp 821-823

8. The Retreat and The Legacy

Restrictions and Easements, including construction and maintenance requirements, for the two townhouse style condominium neighborhoods are under the control of the Master Deeds, including the Rules and Regulations, for The Retreat at Charleston National Country Club Horizontal Property Regime and The Legacy at Charleston National Country Club Horizontal Property Regime.

9. Victory Pointe

Article VIII of the Declaration of Covenants, Conditions and Restrictions

	Signed 9/29/95	Bk L260, pp 555-566
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10. Westchester

Declaration	Signed 4/8/97, Filed 4/10/97 (Phase One)	Bk L282, pp 609-622
Amendment	Signed 8/3/98, Filed 9/1/98 (Phase Two)	Bk C310, pp 818-820
Second Amendment		
	Signed 11/10/98, Filed 11/10/98 (Phase Three)	Bk N314, pp 034-036

11. Westchester, The Gallery

Amendment to the Declaration for Westchester

	Signed 8/20/99, Filed 8/24/99 (Phase 4A)	Bk C333, pp 517-519
Amendment	Signed 12/28/99, Filed 12/29/99 (Phase 4B)	Bk B340, pp 640-642

12. Westchester, Charter Oaks

Declaration	Signed 11/6/2000, Filed 11/13/2000 (Phase V)	Bk L358, pp 810-825
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13. Woodlake

A Declaration of Restrictions and Easements may not have been recorded and may be in informal format only, including on plats. By agreement between the Charleston National Community Association and Victory Pointe Property Owners Association Boards of Directors in 2004, construction requirements are subject to

the Restrictions and Easements for Victory Pointe. Enforcement is under the control of VPPOA and its Architectural Control Committee (ACC). Enforcement of the Declaration of Covenants, Conditions, Restrictions, and Easements for Charleston National Subdivision and the policies in this Handbook is the responsibility of CNCA.

Use of household goods containers is currently considered a violation of the C&R's, even though they are not specifically addressed. POD's are considered comparable to trailers, trucks or commercial vehicles stored on the property.

Proposed Policy

ARC proposes allowing the use of a POD in a driveway for up to two weeks, in the case of a household move or similar need. An owner wishing to use one might be able to avoid receiving any violation notices by filing a permit using the home improvement request form. Requests shall include the purpose and a timeline as to when the POD will arrive and when it will be picked up. ARC shall consider such a request automatically approved for a two-week period. After a request is approved, it shall be sent to the management company as soon as practical via Fax or E-mail.

For enforcement purposes, an existing POD shall be reported when first observed during a drive-by inspection. If a permit has not been granted, a notice shall be sent to the owner explaining the policy. If the owner plans to have the POD longer than two weeks, he/she must apply for ARC approval with good reasons, the timeline and a signed consent from all of the immediate neighbors. Since a two-week grace period is included, a Board hearing and potential fine should be allowed upon sending a second violation notice, if possible.

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CHARLESTON NATIONAL

Summary of Restrictions and Easements The Estates

Section 3. Building Construction. One single-family dwelling shall not exceed 2 1/2 stories in height.

A small 1 story accessory building, may be approved, so long as its location complies with the setback requirements of the Town of Mt. Pleasant, does not obstruct any views, exterior design and construction is comparable with the main dwelling, and is approved by the Architectural Control Committee.

Section 4A. Setbacks and Building Lines. Each dwelling shall be situated on the Lot in accordance with the Charleston National Country Club Planned Development Ordinance of the Town of Mt. Pleasant. This provides:

Golf Course Lots

Front yard - 25'

Combined side yard - 20'

One side yard - 10'

Rear yard - 40'

Interior Lots

Front yard - 25'

Combined side yard 20'

One side yard - 10'

Rear yard - 25'

Each setback and sideline must be approved, and may require greater setbacks, depending.

Section 4B. Walls and Fences. Must be approved by the ARB in accordance with guidelines on file. Fences are to be located to the rear of the dwelling, not enclosing the entire backyard, be of the same materials as the main dwelling, and relate architecturally to that dwelling. No fences are to be constructed on the golf course fairway lots unless approved. Construction side of fences must face the interior of the lot. Fences will not exceed 6' in height and must conform to the guidelines.

Section 4D. Terraces, Eaves, and Detached Garages. Terraces, stoops, eaves, wing-walls, and steps extending beyond the outside wall of a structure, is not considered as part of that structure. No side yard will be required for any detached garage or accessory outbuilding (unless required by the applicable zoning ordinance) which has been approved in writing by the ARB; provided all such structures be at the rear of the main dwelling, and not encroaching on the adjacent owner.

Section 5. Building Requirements. Enclosed living areas, exclusive of open porches, porte-cocheres, garages, carports, and breezeways will not be less than 2,200 sq. ft. 2 and 2 1/2 story homes must have a minimum of 1000 sq. ft. on the first floor, with provisions.

Section 7. Delivery Receptacles and Property Identification Markers. The Architectural Control Committee has the right to approve the location, color, size, design, lettering and all other particulars of receptacles for receipt of mail, newspapers, or similarly delivered materials.

Section 8. Use of Outbuilding and Similar Structures. No temporary structure, unless approved in writing, shall be erected or allowed to remain on any Lot, and no trailer, camper, shack, tent, garage, barn or other structure of similar residence shall be used as a residence, either temporarily or permanently.

Section 9. Completion of Construction. The Architectural Control Committee has the right to take appropriate court action to compel the immediate completion of any residence not completed in 1 year, and 6 months on the completion of the exterior.

Section 10. Livestock. No animals or livestock or poultry of any kind will be raised, bred or kept on any Lot, except dogs, cats, or other household pets may be kept provided that they are not kept, bred, or maintained for commercial purposes. These pets must not be a nuisance or cause unsanitary conditions. Pets will be maintained on the Owners Lot, or considered a nuisance if allowed to go upon another Owner's Lot or on the streets unless on a leash, or carried by the Owner.

Section 11. Offensive Activities. No noxious, offensive, or illegal activities will be carried out on any Lot, or anything done which is or may become an annoyance or nuisance to other Owners.

Section 12. Signs. No advertising signs "For Sale", or "For Rent" or billboards erected or displayed that is larger than 6 sq. ft.

Section 13. Aesthetics, Nature Growth, Screening, and Underground Utility Service. Garbage cans and equipment must be screened to conceal from view of other lots and streets. All utilities and fuel tanks must be underground.

Section 14. Antennae. No radio or television transmission or reception towers or antennae be erected or free standing on any Lot.

Section 15. Trailers, Trucks, School Buses, Boats, Boat Trailers. No house trailers or mobile homes; campers, or other habitable motor vehicles of any kind, school buses, motorcycles, trucks or commercial vehicles over 1 ton capacity, boats or boat trailers, shall be kept, stored, or parked overnight either on the street or a Lot, except within an enclosed garage, or screened from the Street.

Section 16. Garbage and Refuse Disposal. No Lot will be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators, or other equipment for the storage of disposal of such material shall be kept in a clean and Sanitary condition.

Section 19. Clothes Lines. No clothes lines will be permitted.

Section 22. Easements. Easements for the installation and maintenance of utilities and drainage facilities are reserved over 7 1/2' of each side line, and 15' over the rear yard. No structures, planting, or other material shall be placed within these easements which may cause damage or interfere with the installation and maintenance of utilities. Easements will be maintained by the Owner, except those improvements for which a public authority or utility company is responsible.

Section 23. Driveways and Entrance to Garage. The entrance to the garage shall not face the street unless approved. This may be granted if there is a lack of lot frontage, topography, shape of the lot, or the house design does not allow for a side entrance to the garage. Maximum of 3 cars per driveway, space permitting. No overnight parking on the street or lawns.

Section 24. Duration. 30 years from the date filed, then automatically extended successively for periods of 10 years, unless Owners of 2/3 of the Lots agree to change the covenants and restrictions in writing.

Section 25. Amendment. May be amended by an agreement signed by at least 75% of all Lot owners during the first 30 years, and by a vote of 70% thereafter.

Section 26. Enforcement. In the event of a violation or breach, or threatened violation or breach, the Developer, the Architectural Control Committee, or Lot owner jointly and severally has the right to proceed at law or in equity the recovery of damage, or injunctive relief, or both.

Summary of Restrictions and Easements

The Glen at St. Andrews

Section 3. Building Construction. One single-family dwelling shall not exceed 2 ½ stories in height

Section 4A. Setbacks and Building Lines. Each dwelling shall be situated on the Lot in accordance with the Charleston National Country Club Planned Development Ordinance of the Town of Mt. Pleasant. This provides:

- Front yard setback of 20'
- Side yard combined of 15', with one side yard allowed to be 5'
- Rear yard 20'

Each setback requires approval.

Section 4B. Walls and Fences. Must be approved by the ARB in accordance with guidelines on file, No chain link fences will be allowed. Fences will not exceed 6' in height and must conform to the guidelines. No fences are to be constructed on the golf course fairway lots unless approved.

Section 4D. Terraces, Eaves, and Detached Garages. Terraces, stoops, eaves, wing-walls, and steps extending beyond the outside wall of a structure, is not considered as part of that structure. No side yard will be required for any detached garage or accessory outbuilding (unless required by the applicable zoning ordinance) which has been approved in writing by the ARB; provided all such structures be at the rear of the main dwelling, and not encroaching on the adjacent owner.

Section 5. Building Requirements. Enclosed living areas, exclusive of open porches, porte-cocheres, garages, carports, and breezeways will not be less than 1200 sq. ft. 2 and 2 ½ story homes must have a minimum of 800 sq. ft. on the first floor, with provisions.

Section 7. Delivery Receptacles and Property Identification Markers. The Architectural Control Committee has the right to approve the location, color, size, design, lettering and all other particulars of receptacles for receipt of mail, newspapers, or similarly delivered materials.

Section 8. Use of Outbuilding and Similar Structures. No temporary structure, unless approved in writing, shall be erected or allowed to remain on any Lot, and no trailer, camper, shack, tent, garage, barn or other structure of similar residence shall be used as a residence, either temporarily or permanently.

Section 9. Completion of Construction. The Architectural Control Committee has the right to take appropriate court action to compel the immediate completion of any residence not completed in 1 year, and 6 months on the completion of the exterior.

Section 10. Livestock. No animals or livestock or poultry of any kind will be raised, bred or kept on any Lot, except dogs, cats, or other household pets may be kept provided that they are not kept, bred, or maintained for commercial purposes. These pets must not be a nuisance or cause unsanitary conditions. Pets will be maintained on the Owners Lot, or considered a nuisance if allowed to go upon another Owner's Lot or on the streets unless on a leash, or carried by the Owner.

Section 11. Offensive Activities. No noxious, offensive, or illegal activities will be carried out on any Lot, or anything done which is or may become an annoyance or nuisance to other Owners.

Section 12. Signs. No advertising signs "For Sale", or "For Rent" or billboards erected or displayed that is larger than 6 sq. ft.

Section 13. Aesthetics, Nature Growth, Screening, and Underground Utility Service. Garbage cans and equipment must be screened to conceal from view of other lots and streets. All utilities and fuel tanks must be underground.

Section 14. Antennae. No radio or television transmission or reception towers or antennae be erected or free standing on any Lot.

Section 15. Trailers, Trucks, School Buses, Boats, Boat Trailers. No house trailers or mobile homes, campers, or other habitable motor vehicles of any kind, school buses, motorcycles, trucks or commercial vehicles over 1 ton capacity, boats or boat trailers, shall be kept, stored, or parked overnight either on the street or a Lot, except within an enclosed garage, or screened from the street.

Section 16. Garbage and Refuse Disposal. No Lot will be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators, or other equipment for the storage of disposal of such material shall be kept in a clean and sanitary condition.

Section 19. Clothes Lines. No clothes lines will be permitted.

Section 22. Easements. Easements for the installation and maintenance of utilities and drainage facilities are reserved over 5' of each side line, and 5' over the rear yard. No structures, planting, or other material shall be placed within these easements which may cause damage or interfere with the installation and maintenance of utilities. Easements will be maintained by the Owner, except those improvements for which a public authority or utility company is responsible.

Section 23. Driveways and Entrance to Garage. Maximum of 3 cars per driveway, space permitting. No overnight parking on the street or lawns.

Section 24. Duration. 30 years from the date filed, then automatically extended successively for periods of 10 years, unless Owners of 2/3 of the Lots agree to change the covenants and restrictions in writing.

Section 25. Amendment. May be amended by an agreement signed by at least 75% of all Lot owners during the first 30 years, and by a vote of 70% thereafter.

Section 26. Enforcement. In the event of a violation or breach, or threatened violation or breach, the Developer, the Architectural Control Committee, or Lot owner jointly and severally has the right to proceed at law or in equity the recovery of damage, or injunctive relief, or both.

ADDITIONAL CRITERIA FOR CHARTER OAKS CONSTRUCTION

In order that houses in Charter Oaks are consistent with other homes built and/or proposed in the area, the following criteria shall apply to the building requirements for this Westchester neighborhood:

1. Siding shall be cement board (Hardi-Plank), composite, brick, wood or stucco. Vinyl and aluminum siding will not be approved by the ARC.
2. Trim shall be cement board (Hardi-Plank), composite, wood, stucco, aluminum, or vinyl-clad wood.
3. Roof material shall be metal (5v crimp, copper, etc.). Architectural shingles will not be approved by the ARC.

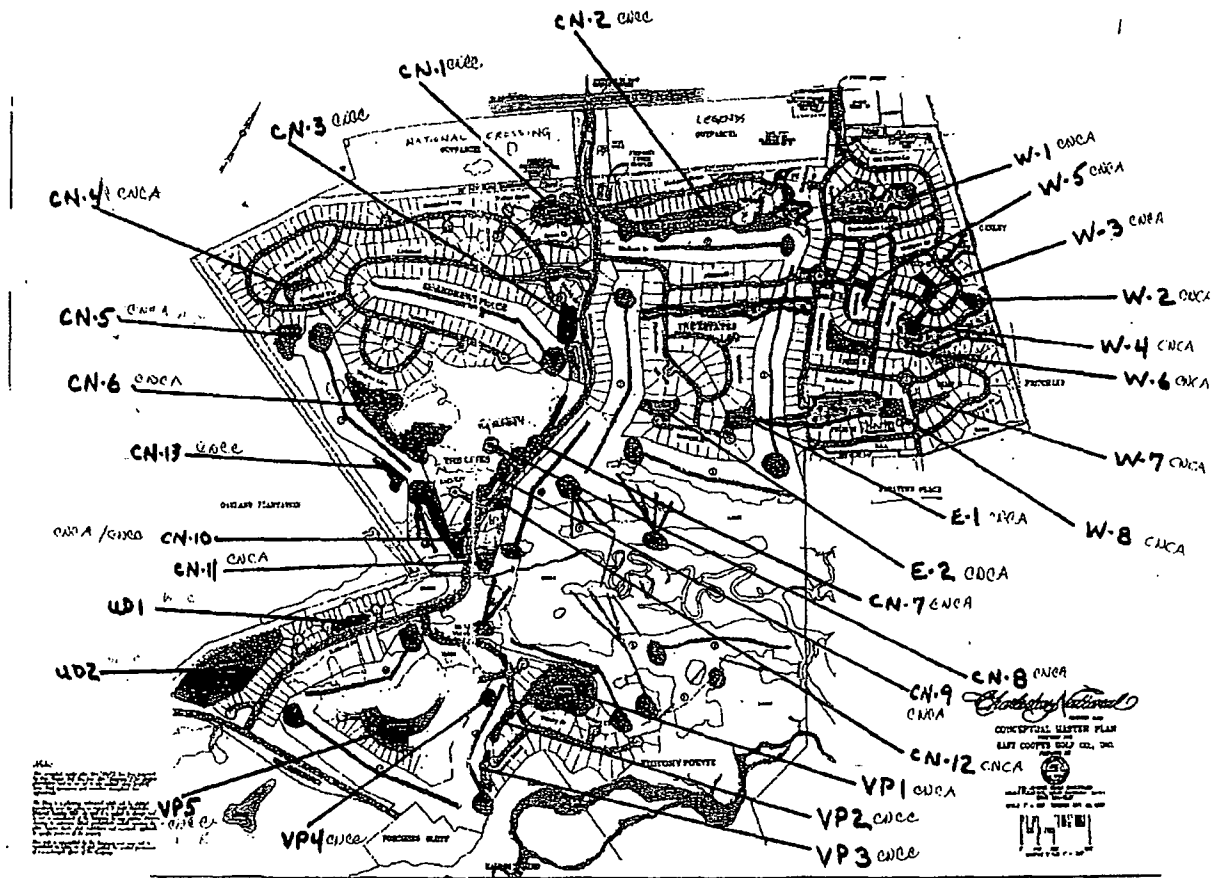
ARC recommended and Board approved 5/18/05

REAL ESTATE SIGNS

As of March 1, 2010, all signs for sale or rental of a property or home in Charleston National shall be consistent according to the following requirements:

1. The overall size of the sign shall be 27" wide and 46" high. The main, middle, "notice" section shall be 24" wide and 18" high. Three choices are available for 6" ryders. There can be two ryders, one at the top and one at the bottom, or one ryder either at the top or bottom. See the samples included at the end of this letter. (The prices quoted are from a local company, Sign Monkey 881-9353, which has the specifications to make the appropriate signs.)
2. The frame shall be black metal.
3. The background shall be in Charleston National Forest Green.
4. Lettering shall be in white.
5. The Charleston National logo shall be six (6) inches and in full color at the top of the main insert.
6. The sign shall be double sided to permit installation so that both sides are visible from the street.

This policy also applies to homeowners who are selling or renting a property or home independent of a real estate agent ("for sale by owner" and FSBO signs).



CHARLESTON NATIONAL COMMUNITY ASSOCIATION
ARCHITECTURAL REVIEW COMMITTEE (ARC) POLICIES

AUGUST 10, 2016

Article X, Section 1, of the Covenants and Restrictions of the Association states that the Architectural Control Committee shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of the Covenants and Restrictions for all owners.

Article IV, Section E, subsection (1), of the Bylaws states that the Board has the power to adopt and publish rules and regulations governing the personal conduct of Members, establish penalties, including monetary fines and actions at law, for the infraction thereof in regard to the Covenants and Restrictions.

The Board of Directors has determined therefore that it is in the best interest of the membership to define guidelines in regard to certain rules and regulations and practices in the community. The current ARC policies are listed below. From time to time existing policies are revised and new policies are established as deemed necessary.

In addition to the ARC policies in this document, the Board has established separate rules and regulations regarding the process for new construction. These policies can be found on the Association website at www.cnhoa.org.

MAILBOXES

Mailbox structures shall be in accordance with U. S. Postal Service requirements and Mount Pleasant Town Code and shall be uniform throughout the CN Community.

The structure shall consist of the following:

- One Post
- One Post Arm
- One Bracket
- Two Sandblasted Medallions or Two MDO Wooden Medallions (Medallions can be purchased at Sign Monkey or Mahoney's) No sticker medallions shall be used.
- One Mailbox in Classic Black
- Three-inch white numbers for address
- One-inch white lettering for street name

Letters and numbers shall be placed on both sides of the mailbox.

The post and all its wooden parts shall be painted in Charleston National Forest Green (Forest Pine) Gloss.

The mailbox structure shall be installed at the curb in alignment with others on the street.

Mailbox supports and all other parts of the receptacles for the receipt of mail shall be complete and maintained in good condition in accordance with the Covenants, Conditions, and Restrictions of the Charleston National Community Association. Parts shall be repaired and replaced as needed and in a timely manner.

Board Approved 5/09
Revised 8/12/13
Revised 5/12/15
Revised/Approved 08/10/16

METAL ROOFS

Metal roofs are not prohibited under our governing documents and may be approved by the ARC for houses in any and all neighborhoods in Charleston National. The Restrictions and Easements for Charter Oaks, Westchester Phase V, do specify building materials, including siding and roofing. The R&Es for Charter Oaks 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 ARC.

An ARC 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.

Board Approved 6/9/14

"OPEN HOUSE" SIGNS

Open House signs are permitted only on the property being sold and 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.

Board Approved 11/09
Revised 8/12/13

OVERNIGHT PARKING AND OVERNIGHT PARKING ON GRASS

The time between 12:00 midnight and 5:00 a.m. will be considered overnight parking and unacceptable as stated in the neighborhood Restrictions and Easements, Article II, Section 23, under Driveways and Entrance to Garage: "There shall be no overnight parking on the street or on the lawn."

The Board of Directors has agreed not to seek out violations but to act on them once they became apparent, especially when there are chronic abusers. A description of the car, the license plate number and state where issued, and the time of the infraction should be included when reporting this violation of the Restrictions and Easements to Management.

Board Approved 11/20/06
Revised 4/21/08

POOLS

Pools are not prohibited under our governing documents and may be approved by the ARC for any and all neighborhoods in Charleston National.

In-ground pools only will be permitted and as approved in advance by the Architectural Review Committee. No above-ground pools shall be approved. A 30' (thirty foot) easement from the property line is required for those lots adjacent to the golf course as so designated in the Covenants and Restrictions.

An ARC 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 ARC 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 4' (four foot) high fencing, gates, and self-latching locking devices. If these requirements are not followed and/or work begins prior to approval, an automatic fine will be imposed for failure to comply with this ARC policy.

Board Approved 7/14/14

PORTABLE STORAGE CONTAINERS

A portable household storage container may be kept in a driveway no longer than two weeks in the case of a household move. An ARC request form must be submitted in advance.

If a household goods container is required for reasons other than a household move, such as interior or exterior construction or repair, prior permission will be granted automatically if a complete home improvement request form is submitted in advance to the ARC. Requests should include the purpose and a timeline as to when the container will arrive and when it will be removed. The ARC shall consider such a request as automatically approved for a two-week period.

Forms are available on the CNCA website www.cnhoa.org, from Management, or from any Board or ARC member. Property owners need to allow at least one week for approval and processing.

The approved ARC request form must be posted on the side or end of the container and be visible from the street to prevent violation notices.

If a property owner or renter either orders a household goods container without an ARC permit or exceeds the allowed time limit, the owner can expect to receive a violation letter from Management explaining this policy.

If the owner receives a second violation notice or notice that a two-week permit has expired and the container remains in place, the owner will be subject to a fine based on the Association Covenants.

Board Approved 6/19/06
Revised 9/21/07 and 11/16/09

PRE-MANUFACTURED CHIMNEYS

A pre-manufactured chimney that is part of a wood or gas burning device installed under the roof of a home shall meet the following requirements:

An ARC request for the exterior work must be submitted and approved prior to any type of installation begins.

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.

Board Approved 10/22/12

SATELLITE DISHES

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 Review 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 ARC guidelines and provided all installations are approved in advance by the ARC.

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.

Board Approved 2004/2005

SHEDS

Individual neighborhood Restrictions and Easements determine whether or not an outbuilding or detached garage is allowed. For those neighborhoods which allow for such structures under the original and still current R&Es, the original and still current 1992 Covenants and Restrictions requires that any such structure adhere to "the harmony of external design, location, and appearance in relation to surrounding structures and topography...."

Any outbuilding, as allowed under the governing documents, must be approved by the ARC and is required to have the same siding and roofing as the house. Homeowners are encouraged to do an addition to the side or back of the house rather than build a stand-alone structure.

Board Approved 8/12/13
(Original date uncertain)

REAL ESTATE SIGNS

As of December 1, 2009, all signs for sale or rental of a property or home in Charleston National shall be consistent according to the following requirements:

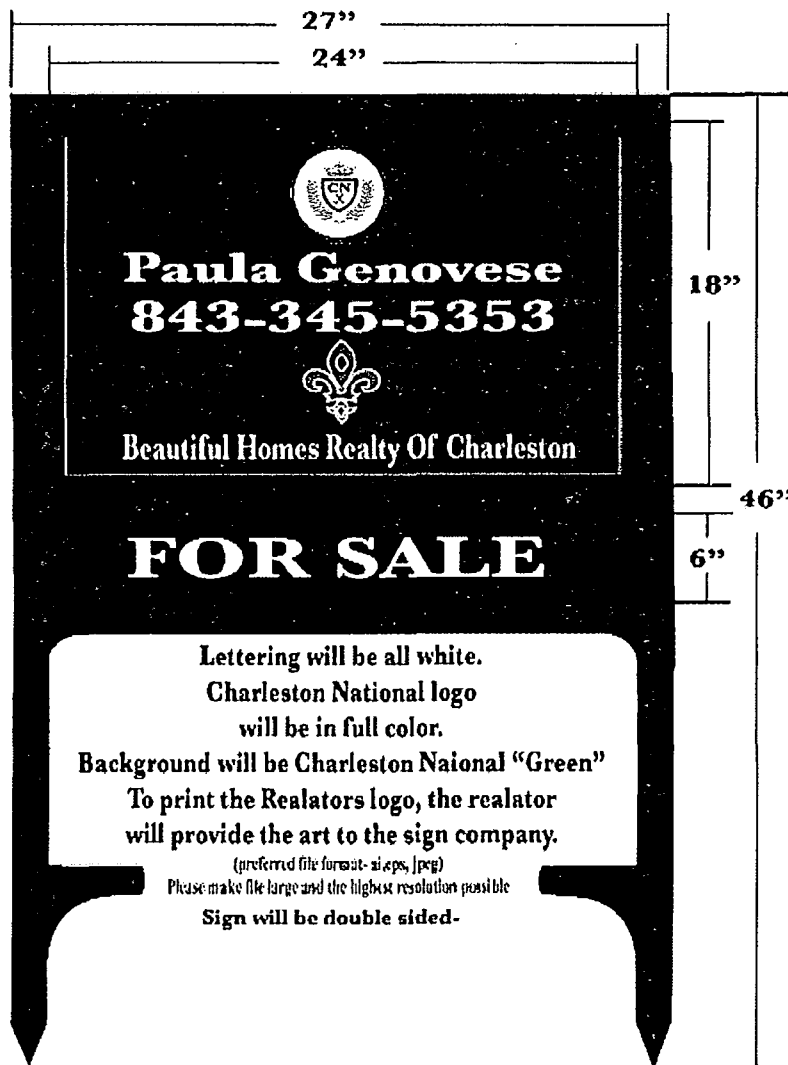
1. The overall size of the sign shall be 27" wide and 46" high. The notice sections shall be 24" wide and 18" and 6" high respectively (see the sample below) and shall include the Charleston National logo in the top section.
2. Lettering shall be in white.
3. The background shall be in Charleston National Forest Green.
4. The Charleston National logo shall be in full color.
5. The sign shall be double sided thereby permitting installation so that both sides are visible from the street.

This policy also applies to homeowners who are selling or renting a property or home independent of a real estate agent ("for sale by owner" and FSBO signs).

Anyone preparing to list a property in Charleston National is encouraged to contact Management with any questions and to be certain of compliance with this policy.

Two neighborhoods are not under the jurisdiction of this policy. The Victory Pointe Property Owners Association covenants do not allow real estate signs within the gated area. The Retreat at Charleston National is an exception to this policy at the current time. Regulation of signage for the townhouse style condominium neighborhood is under control of the developer through The Retreat Master Deed Rules and Regulations.

Board Approved 9/21/09
Updated 8/12/13



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CHARLESTON OFFICE

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