

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

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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 land upon any recorded subdivision map or plat of the Properties with the exception of Common Area, streets dedicated to a public body, and areas for public utilities. 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 that 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.

-- It 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.

--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 completed 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.

-- 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 two-week permit has expired and the container remains in place, the owner will be subject to a fine based on the Association Covenants.

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 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.

e. 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.

f. 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.

g. 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.

h. 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).

i. 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.

j. 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.

k. 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.

l. 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

c. 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.

d. 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.

e. 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.

f. **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 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 any 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.

a. Garbage and Recycle Receptacles - 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 empty garbage and trash receptacles shall be removed from curbside by the evening of the scheduled collection day. All **receptacles** or other equipment for the storage or disposal of trash shall be kept in a clean, sanitary, and satisfactory condition.

b. Yard debris and other trash items - 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 items not picked up on the scheduled collection day must be removed within 24 hours of scheduled pickup. 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.

c. Unsightly Material (lawn furniture, barbecue grills, play sets, etc.) -

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.

d. Construction Materials – any 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 signs may be placed on any other owner's lot or in common areas, or in rights of way, unless approved by the regulations.

a. For Sale or For Rent Signs - All signs for sale or rental of a property or home shall be consistent according to requirements that have been established by the Board of Directors.

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 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.

6. Only one (1) "For Sale" or "For Rent" sign per lot. One (1) additional "for Sale" or "For Rent" sign in the rear yard of a lot may be approved by the ARC.

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). 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.

b. 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.

c. Advertising Signs – No advertising signs (roofers, painter, or contractors, etc.) shall be displayed on any lot, lawn, mailbox, door, etc.

d. Garage Sale Signs – Garage sale signs are permitted on the Owner’s Lot having the sale and at the main entrances to Charleston National, neighborhood entrances, and at street intersections as needed. Signs must be removed at the end of the event, but no later than 5 PM.

e. Builder and Construction Signs - 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.

f. Political Signs – 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.

g. Community Association Monuments and Signs - Community Association monuments and signs used to identify the subdivision and Community Association notices and information are allowed in the Common Area.

20. Mailboxes and Property Identification Markers.

a. Mailboxes - 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 structure shall consist of the following:

- One (1) post painted Charleston National Forest Green
- Two (2) post arms painted Charleston National Forest Green
- One (1) bracket
- Two (2) Charleston National emblems
- One (1) mailbox in classic black
- Three-inch white numbers for address placed on both sides
- One-inch white lettering for street name placed on both side

Mailboxes, supports, and emblems shall be complete and maintained in good condition and repaired and replaced in a timely manner. Information on obtaining correct letters, numbering, and medallions can be found on cnhoa.org. 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.

b. Street Address Numbers - 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 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 follow 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 if 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 can 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 on 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 that 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 Marsh front Lots and Units. Requirements for such Lots and Units are based upon Article VIII of the Declaration of Covenants, Conditions, Restrictions, and Easements as follows. In order to preserve the natural appearance and scenic beauty of the marsh front property and to provide “cover” for birds and animals which habitually move along the edges of saltwater marshlands, certain areas shall be called Designated Habitat Preservation Areas (“Habitat Areas”), defined as the areas located within fifteen (15) feet of the OCRMC Critical Line in all saltwater marsh front 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 sideline 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 sideline 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 sideline 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 sideline 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 sideline 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 sideline 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 sideline 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 sideline 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

APPLICATION OF PAYMENTS POLICY

A. Any and all payments received from an owner will be credited in the following order of priority:

1. Charges for legal fees, court cost and other costs of collection or enforcement.
2. All interest accrued.
3. Fines, penalties and fees levied by the Association.
4. The oldest principal assessment then owed including but not limited to any regular assessments, special assessments, specific assessments, or transfer fee, as applicable

ARTICLE IV

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 V

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	Bk X227, pp 565-579
	Re-Recorded 7/14/94	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

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

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 Bk N314, pp 034-036
(Phase Three)

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 Bk L358, pp 810-825
(Phase V)

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.