

DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS  
VICTORY POINTE

THIS DECLARATION, made on the date hereinafter set forth by CHARLESTON NATIONAL PROPERTIES, LLC. ("Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the Town of Mount Pleasant, County of Charleston, State of South Carolina, which is more particularly described as:

ALL those certain pieces, parcels and tracts of land, together with improvements thereon, located in the Town of Mount Pleasant, Charleston County, State of South Carolina, and shown and designated as Lots 4168, 4172, 4176, 4180, 5041, 5045, 5046, 5050, 4213, 4209, 4205, 4201, 4197, .4193, 4189, 4185, 4181, 4177, 4173, 5027, 5031, 5035, 5039, 5043, 5034, 5030, and 5026, on a Plat entitled, "A CONDITIONAL SUBDIVISION PLAT OF 'THE BLUFF' AT CHARLESTON NATIONAL TRACT 12, VICTORY POINTE DRIVE & PUMP STATION SITE CHARLESTON NATIONAL COUNTRY CLUB TOWN OF MOUNT PLEASANT CHARLESTON COUNTY, SOUTH CAROLINA", by South Star Surveying, Inc., dated September 11, .1995, and recorded in Plat Book EA ,at pages 798 and 799 , in the RMC Office for Charleston County, South Carolina. •

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

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

NOW THEREFORE, Declarant hereby declares that the Properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability thereof, and which shall run with the Properties, and be binding on all parties having any right, title or interest in the Properties, or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

NOTE: THIS DECLARATION APPLIES ONLY TO THE PROPERTY ABOVE DESCRIBED AND DOES NOT APPLY TO ANY ADJOINING PROPERTY OWNED BY THE DECLARANT UNLESS EXPRESSLY SUBJECTED TO THIS DECLARATION BY DECLARANT.

## ARTICLE I

### DEFINITIONS

Section 1. "Association" shall mean and refer to Victory

Pointe Property Owners Association, Inc. its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers but excluding those having such interest merely as security for the performance of an obligation.

Section 4. "Common Area" shall mean all real property (including improvements thereon) owned by the Association for the common use and enjoyment of the Owners. The Common Area to be owned by the Association at the time of the conveyance of the first Lot are the roads, described as follows:

ALL those pieces, parcels or tracts of land, situate, lying and being in the Town of Mount Pleasant, Charleston County, South Carolina, shown and designated as "Victory Pointe Drive", "Victory Court", and "Barrier Island Court", on the aforementioned Plat recorded at Plat Book \_\_\_\_\_, page \_\_\_\_\_ in the RMC Office for Charleston County.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded. subdivision map of the Properties with the exception of Common Area, streets, if any, dedicated to a public body and areas for public utilities.

Section 6. "Declarant" shall mean and refer to -Charleston National Properties, LLC, its successors and. assigns.

Section 7. "Victory Pointe" as used. herein means only that portion of a certain residential community known as Victory Pointe at Charleston National Country Club which is described herein as "Property," together with such additions hereto as may from time to time be designated by Declarant.

Section 8. "Declaration" shall mean and refer to this instrument.

Section 9. "By-Laws" shall mean the By-Laws of the Association attached hereto as Exhibit "A".

ARTICLE II  
PROPERTY RIGHTS

Section 1. Owners' Easement of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of each class of members has been recorded.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or to contract purchasers who reside on the property.

ARTICLE III  
MEMBERSHIP AND VOTING RIGHTS

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

Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than, one person holds an

interest in any Lot, all such persons shall be members. The vote for such Lot. shall be exercised as they- determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B: The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or

(b) on January 1, 2005.

ARTICLE IV  
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and~ each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree-to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such

assessment is made. Each such assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. Except as to first mortgagees as hereinafter provided, a sale or transfer of the Lot shall not affect the assessment lien and shall pass to successors in title.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for improvement and maintenance of the Common Area, buffer areas, security gates, and equipment located within the Common Area, maintaining, replanting and improving any planter islands located within the rights-of-way of any streets, re-paving and maintenance of, streets designated as Common Area(s), lawn maintenance and ground care and landscaping of the property located within the Common Area, and maintaining all drainage facilities and any detention ponds, lakes or lagoons not maintained by a public body.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the issuance of the first certificate of occupancy for a completed dwelling on a Lot in the Properties, the maximum annual assessment shall be Six Hundred Dollars (\$600.00) per Lot.

(a) From and after January 1, 1997, the maximum annual assessment may be increased each year not more than five (5%)

percent above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1, 1997, the maximum annual assessment may be increased above five (5%) percent by a vote of two-thirds(2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon. the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Working Capital Collected at Closing. Each owner of property subject to this Declaration, other than Declarant, shall pay to the Association the sum of One Thousand Dollars (\$1,000.00) at the time of the lot closing as a special working capital assessment to be placed in a. separate Escrow Account for future road repairs and maintenance. Such sums as collected are, and shall remain separate and distinct from annual assessments, and shall not be considered advance payments for annual assessments.

Each such owner share a working capital collected at closing must be transferred to the Association at the time of closing of the lot and placed in the separate Escrow Account.

Section 6. Notice and Ouorum for Any Action Authorized Under

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

Section 7. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 8. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the recording of the final plat. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the' annual assessment against each Lot at least thirty (30) days in

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

Section 9. Effect of Non-payment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall be subject to a late charge of five (5%) percent of the assessment due and shall thereafter bear interest from the due date at a rate of eighteen (18%) percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Properties. If the Association is required to bring any action to collect fees and assessments, it shall be entitled to recover all costs and expenses of collection including reasonable attorney's fees. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any

Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

## ARTICLE V

### ARCHITECTURAL CONTROL

No building, fence, wall, landscaping or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and-- location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

Neither Declarant nor any member of the Architectural Control Committee shall be responsible or liable in any way for any defects in any plans or specifications approved by the Architectural Control Committee, nor for any structural defects in any work done

according to, said plans and specifications approved by the Architectural Control Committee. Further, neither Declarant nor any member of the Architectural Control Committee shall be liable for damages to anyone submitting plans or specifications for approval under this Section, or to any Owner affected by this Declaration by mistake of judgment, negligence or non-feasance arising out of, or in connection with, the approval or disapproval or failure to approve or disapprove any such plans or specifications. Every person who submits plans or specifications to the Architectural Control Committee for approval, by submission of such plans and specifications, and every Owner agrees that he will not bring any action or suit against Declarant or any member of the Architectural Control Committee to recover for any such damage.

ARTICLE VI.  
STREETS

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

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

ARTICLE VII  
NON-DEDICATION

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

ARTICLE VIII  
RESTRICTIONS AND EASEMENTS

The following covenants, conditions, restrictions and easements are herewith imposed on the Properties:

1. Residential Use of Properties. All Lots shall be used for residential purposes and no business or business activity shall be carried on upon any Lot at any time; provided, however, that nothing herein shall prevent Declarant or any builder of any homes in Victory Pointe from using any Lot owned by Declarant or such builder of homes for the purpose of carrying on business related to the development, improvement and sale of Properties in Victory Pointe.

2. Building Construction.

(a) No building or structure shall exceed three (3) stories in height or be in-excess of thirty-eight (38') feet in height.

(b) No accessory building or structure shall be permitted unless specifically approved in writing by the Architectural Control Committee.

3. Setbacks, Building Lines and Construction Requirements.

(a) Each building or structure erected on any Lot shall be situated on such Lot in accordance with the building and setback codes of the Town of Mount Pleasant, South Carolina, and in accordance with the restrictions contained herein, whichever restriction or requirement is more stringent.

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

(c) In each case, individual setbacks or side lines must be approved by the Architectural Committee for its aesthetic value. The Architectural Control Committee may require a greater or lesser setback so long as the required setback does not violate the setback requirements of the Town of Mount Pleasant. In certain cases, the Architectural Control Committee may require an Owner to seek a variance from the Town of Mount Pleasant, if necessary to protect important trees, vistas or to preserve aesthetic value.

(d) No more than one (1) dwelling unit shall be built upon any Lot.

(e) The Owner shall provide parking for at least two (2) vehicles upon his Lot.

(f) Walls and Fences. Unless approved by the Architectural Control Committee, no fence or wall shall be erected, placed, or altered on any Lot unless the same be retaining walls of masonry construction which do not in any event rise above the

finished grade elevation of the earth embankment so retained, reinforced or stabilized. Fences are not encouraged and will be limited to the rear of the main dwelling, shall never enclose the entire rear yard or side yard adjacent to any street, shall never be on the rear Lot line adjoining any lagoon, and shall be of such design, (not to exceed forty-eight (48") inches in height unless a greater height is required by a zoning ordinance) location, and construction with materials as approved by the Architectural Control Committee. No chain link fences are allowed.

(g) Subdivision of a Lot. No Lot shall be subdivided. Two or more Lots may be combined to form a fewer- number of Lots so long as any resulting Lot(s) meet(s) all subdivision and zoning requirements. Any- easements along side Lot lines which are abandoned in the combination of Lots shall be deemed automatically abandoned unless there is, in fact, an easement or utility located along or adjacent to said Lot line. The Owner of any combined Lot shall be responsible for all costs and expenses of removing or relocating any utility located along or adjacent to any side Lot line being abandoned. The combination of lots will not reduce the assessment due and the owners of property combining lots shall be responsible to apportion their respective share of the assessments attributable to the lot being combined into their respective lot. For example, if two (2) property owners buy a lot between them and split the lot, then each of the property owners shall pay one and one-half (1 1/2) of the normal assessment for the new lot.

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

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

4. Building Requirements. The heated living areas of all homes shall not be less than 2,500 square feet.

5. Obstructions to View at Intersections. The lower branches of trees or other vegetation shall not be permitted to obstruct the view at intersections, within a twenty-five (25') foot radius of the corner Lot line.

6. Delivery Receptacles and Properties Identification Markers. The Architectural Control Committee shall have the right to approve as to location, color, size, design, lettering and all other particulars of receptacles for the receipt of mail, newspapers or similar delivered materials, as well as Properties identification, markers.

7. Use of Outbuildings and Similar Structures. No structure of a temporary nature, unless approved in writing by the Architectural Control Committee, shall be erected or allowed to remain on any Lot, and no trailer, camper, shack, tent, garage,

barn or other structure of a similar nature shall be used as a residence,- either temporarily or permanently; provided, this paragraph shall not be construed to prevent the Declarant and those engaged. in construction from using sheds or other temporary structures during construction.

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

9. Livestock. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes. Such household pets must not constitute a nuisance or cause unsanitary conditions. Such household pets shall be maintained upon the Owner's Lot and it shall be considered a nuisance if such pet is allowed to go upon another Owner's Lot or to be upon the streets or other Common Areas unless under leash or carried by the Owner.

10. 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 or nuisance to the Owners of other Lots in Victory Pointe.

11. Signs. No signs advertising "for sale" or "for rent," or billboards shall be erected on any Lot or displayed to the public

on any Lot. This restriction shall not apply to signs used to identify and advertise, the subdivision as a whole or a particular sections within the subdivision which sign(s) shall not exceed fifty (50)square feet, nor to signs for selling lots and/or houses during the development and construction period. All signs during the construction and develop period shall be subject to approval by the Architectural Control Committee. Also, the provisions of this Section shall not apply to anyone who becomes the Owner of any Lot as purchaser at a judicial or foreclosure sale conducted with respect to a first mortgage or as transferee pursuant to any proceeding in lieu thereof.

12. Aesthetics, Nature Growth, Screening, Underground Utility Service. Trees which have a diameter in excess of six (6") inches measured two (2') feet above ground level, and distinctive flora, shall not be intentionally destroyed or removed except with the prior approval, in writing, of the Architectural Control Committee. The Owner must provide building plans and plot plans, showing landscaping, to the Architectural Control Committee. Clotheslines, garbage containers and equipment shall be screened to conceal them from view of neighboring Lots-and streets. All utility service lines connecting to residences shall be underground. All fuel tanks must be buried.

13. Antennas -and Satellite Dishes. No, radio or television transmission or reception towers or satellite dishes or antennas shall be erected on any Lot unless specifically approved by the Architectural Control Committee. Small satellite dishes having a

diameter of less than twenty-four (24") inches shall be approved by the Architectural Control Committee so long as the satellite dish is screened from view from the street. In no event shall free standing transmission or receiving towers be permitted.

14.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 one (1) ton capacity, boats or boat trailers shall be kept, stored or parked overnight either on any street or on any Lot, except within enclosed garages, or screened from view from the street(s) as approved the by Architectural Control Committee.

15.Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish or unused vehicles. Trash, garbage or other waste shall not he kept except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. If such litter or other materials is found on any Lot, the same will be removed by the Owner of such Lot; at the Owner's expense, upon written request of the Architectural Control Committee. Garbage cans, trash containers, boxes, bags, and other trash or debris shall not be placed on the street until the morning of pick-up and all empty containers shall be removed by 6:00 P.M. on the date of pick-up.

16.Changing Elevations. No Owner shall excavate or extract earth for any business or commercial purpose. No elevation changes

shall be permitted which materially affect surface grade of surrounding Lots, unless approved in writing by the Architectural Control Committee.

17. Sewage System. Sewage disposal shall be through the municipal system.

18. Water System. Water shall be supplied through the municipal system.

19. Utility Facilities. Declarant reserves the right to approve the construction, installation and maintenance of utility facilities, -including but not limited to water, telephone and sewerage systems, which may be in variance with these restrictions. The Architectural Control Committee may approve wells for watering of Lots or such wells as may be required for heating and air conditioning systems so long as such wells do not lower the level of any lake or affect the quality of the lake water. No Owner may pump water from any lake or lagoon.

20. Model Homes. Declarant, as well as any builder of homes in Victory Pointe, shall have the right to construct and maintain model homes on any of the Lots.

21. Easements. Lots subjected to this Declaration shall be subject to those easements, if any, as shown and set forth on any recorded plat thereof. Declarant hereby reserves an easement for utilities and drainage facilities over the front and side five (5') feet of each Lot, and over the rear ten (10') feet of each Lot. Within these easements, no structure, planting or other material shall be placed or-permitted to remain which may damage or

interfere with the installation and maintenance of utilities. The easement area of each Lot - and all improvements in it shall be maintained continuously by the Owner, except for those improvements for which a public authority or utility company is responsible. On any lot which adjoins a fairway of Charleston National Country Club, a golfer shall have the right to enter the lot to remove a golf ball or play the ball and such entry shall not be considered a trespass.

22. Driveways, Entrance to Garage, and Parking Areas. All driveways, parking areas and entrances to garages shall be of a substance approved, in writing by the Architectural Control Committee and of a uniform quality. There shall be no overnight parking on the street or on the lawns. No unlicensed vehicle shall be parked or maintained upon any driveway, street, lawn or parking area.

23. ADDITIONAL REQUIREMENTS FOR LOTS FRONTING ON" ANY BUFFER AREA, LAKE, LAGOON, CANAL, DRAINAGE EASEMENT OR WATERWAY. Lots bordering any buffer area, lake, lagoon, canal, drainage easement-or waterway, shall be subject to the following additional restrictions:

(a) The Owner shall maintain the buffer area and mow the area between the edge of any lake and all areas not covered by water, even though the same may be reserved as a part of the lake, lagoon, canal, drainage easement, or waterway.

(b) No power boats shall be permitted on any lake, canal, drainage easement or waterway. This restriction shall not

apply to a waterway that is navigable and is accessible to a public navigable waterway.

(c) No filling of any lake, lagoon, canal, drainage easement, or waterway shall be permitted, and no waste, garbage or wastewater are to be discharged, dumped or otherwise placed in any lake, canal or drainage easement, or waterway from any Lot.

24. Street Lighting. Each lot owner will be assessed a proportional monthly charge for street lighting service, as prescribed by the South Carolina Public Service Commission.

## ARTICLE IX

### GENERAL PROVISIONS

Section 1. Enforcement. Each Owner shall comply with the covenants, restrictions and easements set forth herein. In the event of a violation or breach,, or threatened violation Or breach, of any of the same, the Declarant, the Association, the Architectural Control Committee or any Owner, jointly or severally, 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 this Declaration arid for the recovery of damages, or for injunctive relief, or both. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the, right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no

wise affect any other provisions which shall remain in full force and effect.

Section 3. Duration. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years.,

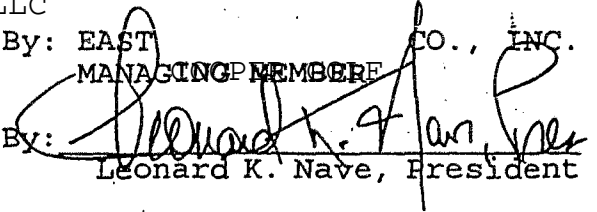
Section 4. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (1) years. This Declaration may be amended during the first -twenty, (20) year period by an instrument signed by not less thanninety (90%) percent of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five (75%) percent of the Lot Owners; provided, however, Declarant reserves the right, at any time, to amend the Covenants and Restrictions specifically required by the U.S. Department of Housing and Urban Development, Federal Housing Administration and/or the Veterans Administration to meet their requirements.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set, his hand and seal this ~ day of

WITNESSES :

- LLC

By: EAST CO., INC.  
MANAGING MEMBER

By:   
Leonard K. Nave, President

COUNTY OF CHARLESTON

I, 41 Notary Public for the State of South Carolina/I hereby cert(ify that Charleston National Properties, LLC, by E~ST COOPER GOLF CO., INC., MANAGING MEMBER, by Leonard K. Nave, its President, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Subscribed to and sworn before me this \_\_\_\_\_ 1995.

day of

*I*

Name ~for Public  
Notary Public, State of South Carolina

My commission expires: .2~03

(EXHIBIT A)

BY- LAWS

OF

VICTORY POINTE PROPERTY OWNERS ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION. The name of the corporation is VICTORY POINTE PROPERTY OWNERS ASSOCIATION, INC., hereinafter referred to as the "Association". The principal office of the corporation shall be located at 1360 National Drive, Mount Pleasant, South Carolina 29464, but meetings of members and directors may be held at such places within the State of South Carolina, County of Charleston, as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to Victory Pointe Property Owners Association, Inc., its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all areas or real property owned by the Association for the common use and enjoyment of the Owners.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties, with the exception of the Common Area.

EXHIBIT A -- CONTINUED

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "Declarant" shall mean and refer to Charleston National Properties, LLC, its successors and assigns if such successors and assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 7. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in the R.M.C. Office for Charleston County.

Section 8. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

ARTICLE III  
MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the Members shall be held within one (1) year from the date of incorporation of the Association, and each subsequent regular annual meeting of the Members shall be held on the same day of the same month of each year thereafter, at the hour of seven o'clock, p.m.' If the day for the annual meeting of the Members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings Special meetings of the Members may be called at any time by the president or by the 'Board' of

EXHIBIT A -- CONTINUED

Directors, or upon written request of the Members who are entitled to five (5%) percent of all the votes of the Class A membership.

Section 3. Notice of Meetings. Written notice, of each meeting of the Members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, first class mail at least ten (10) days before such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, twenty-five (25%) percent of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Lot.

ARTICLE IV

BOARD OF DIRECTORS; SELECTION; TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of three (3) directors, who need not be Members of the Association.

Section 2. Term of Office. At the first annual meeting, the Members shall elect one (1) director for-a term of one (1) year; two (2) directors for a term of two (2) years. At each annual meeting thereafter, the Members shall elect directors for a term of three (3) years to fill any vacancies.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the Members of, the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining Members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting-of the directors.

ARTICLE V `

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- NOMINATION AND ELECTION' OF DIRECTORS -

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of. the Board of Directors, and twp or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the Members, to serve from the close of such annual meeting until the close of the next annual meeting, and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall, in its discretion, determine, but not less, than the number of vacancies that are to be filled. Such nominations may be made from among Members or non-Members.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election, the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board Should said meeting fall upon a legal holiday, then that

meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two directors, after not less than three (3) days notice to each director.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision-done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII  
POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall' have power to:

(a) adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;

(b) suspend the voting rights and right to use of the Common Areas of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of- published rules and regulations;

(c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not

reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration.

(d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(e) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

(f) exercise all powers of a Mutual Benefit Non-Profit Corporation under the South Carolina Non-Profit Corporation Act of 1994.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting, when such statement is requested, in writing, by five (5%) percent of the Class A Members who are entitled to vote;

(b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) as more fully provided in the Declaration, to:

(1) fix the amount of the annual assessment against each Lot at least thirty (30) days. in advance of each annual assessment period;

(2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

(3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same.

(d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) procure and maintain adequate liability and hazard insurance on property owned by the Association;

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) cause the Common Area to be maintained, including the maintenance of planter strips within the right-of-way of any street, if any, and the maintenance of any security gate, landscaping and buffering within any Common Area. Said Common, Area may, in the future, include drainage facilities, detention ponds and other' areas which will be subject to maintenance by the Association.

ARTICLE VIII  
OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a president and vice-president, who shall at all times be members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board of Directors may from time to time by, resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

Section 3. Term. The officers of this Association shall be elected annually, by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and, perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice~ to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless, otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of the secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the casual offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

President

(a) The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other-written instruments and shall co-sign all checks and promissory notes.

Vice-President

(b) The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary

(c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members keep the corporate seal of the Association and affix it on all papers requiring said-seal; serve notice of meetings of the Board

and of the Members; keep appropriate current records showing the Members of the Association together with their addresses, and shall perform such other duties as required by the Board.

Treasurer

(d) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such fund as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the Members.

ARTICLE IX  
COMMITTEES

The Board of Directors shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these By-laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE X

BOOKS AND RECORDS

The books, records and papers of the Association shall at all time, during reasonable business hours, be subject to inspection by any Member. The Declaration, the Articles of Incorporation, and the By-Laws of the Association shall be available for inspection by

any Member at the principal office of the Association; where copies maybe purchased at a reasonable cost.

#### ARTICLE XI

#### ASSESSMENTS

As more fully provided in the Declaration, each Member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon, the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of eighteen (18%) per cent per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorneys fees of any such action shall be added to the amount of such assessment. No Owner may waiver or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

#### ARTICLE XII CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words Victory Pointe Property Owners Association, Inc.

ARTICLE XIII

AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the Members, by a vote of a majority of a quorum of Members present in person or by proxy.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By Laws, the Declaration shall control.

ARTICLE XIV  
MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, we, David Fox, Jr., Leonard K. Nave, being the directors of the Victory Pointe Property Owners Association, Inc., have hereunto set their hands this 30 day of September, 1995.

WITNESSES:

David Fox, Jr

Leonard K Nave