



STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON) **SECOND AMENDMENT TO THE
RESTRICTIVE COVENANTS OF
WEST POINT SUBDIVISION**

Background

West Point Homeowners Association, Inc. ("WPHA") was created by the Restrictive Covenants of the West Point Subdivision recorded in Book J180 at Page 630 in the Charleston County RMC Office, which was re-recorded at Book W180 at Page 889, and as expanded by the Declaration of Application of Restrictive Covenants for West Point Subdivision Phase II recorded in Book U188 at Page 418 (collectively, the "Restrictive Covenants").

The Restrictive Covenants were subsequently modified by a First Amendment to the Restrictive Covenants of West Point Subdivision recorded in Book X334 at Page 437.

The Members of WPHA have voted to amend the Restrictive Covenants.

THEREFORE, having been approved by the Members in accordance with the requirements of Restrictive Covenants and Bylaws for WPHA, the Restrictive Covenants are hereby amended and replaced with the following:

SECTION 1 - RESIDENTIAL PURPOSES ONLY

1.00 No lot shall be used or occupied for other than strictly residential purposes, and no form of combined business and residential use shall be made of any building or lot, including the storage or parking, either temporarily or permanently, of any commercial equipment or vehicles on any lot or on any street adjacent to any lots.

1.01 No lot nor any part or whole building shall be used or occupied for other than strictly residential purposes by renter, leaser, etc., for any period less than six months. A notarized, signed lease must be on file with the current property manager.

1.02 No lot nor any part or whole building shall be advertised for leasing less than a term of six months, house swapping, or any other form of non-owner occupancy for a term of less than six month on any internet sites, in print, or verbally or any other form of advertising.

1.03 Homes or residences may be rented for residential purposes only, to single families, and for rental periods not less than six months and shall be restricted to one family occupying the residential unit per rental period.

1.04 Reserved.

1.05 "Time Sharing," a boarding house, a rooming house, a vacation rental, or any other use than single family, long-term use, defined as a minimum of 6 months, is prohibited.

1.06 No rule shall interfere with the freedom of persons to determine the composition of their household, except that the composition of the single family unit may be limited in

the total number of occupants permitted in each house on the basis of the size and facilities of the dwelling.

1.07 No rule shall interfere with the freedom of persons to determine the composition of their household, except that the composition of the single family is limited in the total number of six (6) occupants permitted in each house on the basis of the size and facilities of the dwelling.

1.08 All leases must include SLED background checks on their tenants and shall file them with the current property manager for all persons on the lease or living in the house over the age of eighteen (18). All owners are responsible for properly vetting their renters.

1.09 All leases must include a clause requiring initialed WPHA covenant and bylaw compliance and include a clause for initiation of eviction procedures if tenants refuse to comply with WPHA covenants and bylaws.

1.10 All leases must include a clause for exterior maintenance and lawn service as needed, but lawn service must be performed no less than twice a month for the property and structures to be in compliance with the covenants and bylaws.

1.11 Reserved.

Section 2 - SETBACKS

2.00 No portion of any building shall be located nearer than twenty feet to any front street line or any street, or nearer than nine feet on each side line, and not nearer than twenty feet to any rear lot line, except that the front lot line restriction shall not apply to overhangs, steps, patios, cornices, verandas, piazzas, portals, porches, entrance ways, and similar portions of residences. If any owner shall elect to use more than one lot for one residence, the boundary line formerly existing shall be regarded as non-existing for the purpose of determining the side setback of the structure. The setback and side-yard requirements of this section may be altered or waived in part or entirety so that a house may be located facing either street or the corner, upon written approval by the Board of Directors of WPHA.

Section 3 - REDIVISION OF LOTS

3.00 No lot shall be sub-divided, rearranged, or altered so as to result in the lot having less frontage or less total square foot area than prior to the subdivision, rearrangement or alteration; but any lot may be divided among adjoining lots in any desired proportion, provided such provision is approved in writing by the Board of Directors of WPHA, and said adjoining lots together with all portions of the lot so divided shall henceforth be deemed and treated as one lot respectively.

Section 4 - MINIMUM SQUARE FOOTAGE

4.00 No residence erected on any lot to which these Restrictive Covenants are applicable shall have less than one thousand square feet of living space, exclusive of open porches and garages. An additional ten percent reduction in the minimum square footage may be permitted at the discretion of the Board of Directors of WPHA.

Section 5 - EASEMENTS

5.00 WPHA reserves easements unto itself, its successors, and assigns for installation and maintenance of utilities and drainage facilities over the rear five feet of each lot, and three feet along each side lot line on said lots, in addition to any other easement shown on the plats identified herein above. Within these easements, no structure, planting, fences or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction or flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible. The Board of Directors of WPHA reserves the right to assign this easement to a purchaser of land, an affiliated company, a utility company, or a governmental entity. Should any lot owner inappropriately utilize an easement, by any planting or any improvements, the expense for the possible destruction, removal, relocation, etc. within the easement shall be at the sole expense of the lot owner.

Section 6 - COVENANTS RUN WITH LAND

6.00 These Restrictive Covenants shall direct the Board of Directors of WPHA and all legal entities who own or purchase in the future any of the property known as West Point Subdivision, and are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty years from the date of this instrument, after which time these Restrictive Covenants shall be automatically extended for successive periods of ten years each unless these Restrictive Covenants are terminated or altered as provided herein. Provided, however, that if a governmental authority or municipality having jurisdiction over the area enacts and enforces zoning building codes or ordinances, these Restrictive Covenants shall be subordinate to said building codes and ordinances, and said authority or municipality shall from and after said time have full jurisdiction and authority to vary these Restrictive Covenants to terminate them and exercise full dominion and control as if said Restrictive Covenants had never been in effect.

Section 7 - ENFORCEMENT

7.00 If any lot is maintained in violation of these Restrictive Covenants, then WPHA shall have the right to enter any lot for the purpose of correcting such violation, with the cost of correction to be at the expense of the owner. This right of WPHA to enter and correct violations includes, but is not limited to, the right to hire a contractor to enter the lot and correct the violation (for example only, to mow/clean/repair unkempt yards, repair/replace broken carriage lamps, repair/replace unsightly mailboxes, etc.) and charge the owner for the reasonable cost of repair; and the right to tow or remove any motor vehicles, boats, trailers or other vehicles that are improperly parked or stored in violation of these Restrictive Covenants and charge the owner for the reasonable cost of towing or removing the vehicle. In addition to, or in lieu of, entering the lot and correcting the violation, WPHA shall have the right to charge the owner a fine of \$25 dollars for each violation of these Restrictive Covenants, with continuing violations subject to additional fines at the discretion of WPHA. The due date of each fine shall be stated in the written notice informing the owner of the violation. In addition to, or in lieu of, the remedies and rights of enforcement provided in this paragraph and elsewhere in these Restrictive Covenants, WPHA and any lot owner shall have the right to enforce these Restrictive

Covenants by bringing an action at law or equity to restrain the violation and/or recover damages for any violation. WPHA shall have the right to recover its reasonable attorney's fees and the costs of such action. Unpaid fines, attorney's fees, costs, and any other expenses for which an owner is obligated to pay WPHA as provided for in these Restrictive Covenants, and as provided for in the ByLaws of West Point Homeowners Association, Inc., shall become and remain a lien upon the owner's lot until paid in full. A violation of these Restrictive Covenants will not result in a forfeiture or reversion. Owners of lots in the West Point Subdivision shall be solely responsible for ensuring that any tenants or other persons occupying or visiting their lots comply fully with these Restrictive Covenants at all times.

7.01 Any issue not mentioned specifically in these covenants that alter the appearance in any way to property must be approved in writing by the Board of Directors of WPHA.

Section 8 - INVALIDATION

8.00 Invalidation of any one of these Restrictive Covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

Section 9 - TEMPORARY MODULAR AND MOBILE STRUCTURE

9.00 No structure of a temporary character, trailer, basement, tent, shack, garage, dog pen, barn, or other outbuilding erected on any lot shall at any time be used for human habitation, temporarily or permanently, nor shall any structure of a temporary character be used for human habitation. Trailers and shacks for storage of construction equipment and materials may be located on a lot only temporarily during house construction. No person shall park and/or maintain on any lot any mobile home, travel trailer, camper, residential trailer or any other vehicle, apparatus or structure used for residential purposes that shall be capable of moving or drawn on wheels along the highway, whether there shall or shall not be wheels under it when so used. No person shall park at or maintain on any lot a six wheel and/or three axle vehicle or larger. No boats or trailers shall be parked or kept in the front of the rear corners of any house on any lot. Any boat or trailer parked in the rear of any lot must be situated, parked and maintained on such lot in a location and in a manner so as to not be visible from the street right-of-way when facing the center of the home located on such lot. Further, no boat having a center line length exceeding eighteen feet shall be maintained, kept, or parked on any lot. Not more than one boat or one trailer may be maintained on any lot.

9.0 No structure of a temporary character, PODS or like, containers, tree houses, zip-line, slack-line, trailer, basement, tent, shack, garage, dog pen, barn, or other outbuilding or structure shall be erected on any lot shall at any time without written permission from the Board of Directors of WPHA. Owners are responsible for removing any vermin or other pests that may occupy in, under, or around any outbuilding or item stored outside.

09.02 Not more than one of the following can be stored on any one lot: one trailered boat or one enclosed trailer or one camper; said one boat or one trailer or one camper must be stowed behind the Board of Directors of WPHA-approved 6-foot fence at all times unless active loading, unloading, and washing is occurring and said activity must occur in the driveway. Said one trailered boat or one trailer or one camper must

not exceed 23 feet in length, 8 feet wide, and 10 feet tall. Healthy attractive turf must be maintained and additional driveway space may not be added to accommodate passage to storage without written approval from the Board of Directors of WPHA. If any portion of the said one boat or one trailer or one camper is visible above the fence it must be maintained, clean, free of debris, and free of signage and graffiti. A copy of the registration of the vehicle must be on file with the Property Manager and the trailer, camper, or boat must be owned by the occupant of the residence.

9.03 Golf carts must be stored in the garage or behind the Board of Directors of WPHA-approved 6-foot fence at all times not in use. They are never to be parked on grass or sidewalk anywhere in West Point and they must be driven within the guidelines of street legal vehicles per Town of Mount Pleasant law which includes but is not limited to requiring the driver to have a valid, state issued, driver's license, obeying the rules of the road, and proper headlights, taillights, and brake lights.

9.04 ATVs, Four-Wheelers, Motorized Dirt Bikes, Jet Skis and the like must be stored in the garage or behind the Board of Directors of WPHA-approved 6-foot fence at all times not in use. They are never to be parked on grass or sidewalk and using them in West Point is prohibited.

Section 10 - ASSESSMENTS

10.0 By accepting title to and part of the consideration for sale of a lot, the owner, and/or his or her heirs, successors and assigns, agrees to pay South Carolina Electric and Gas Company, or any successor public service commission, a monthly charge, plus applicable state of South Carolina sales tax, for operation and maintenance of a street lighting system, if requested.

Section 11 - NO SIGNS OR SIGN BOARDS

11.00 No signs or sign boards of any description shall be displayed on any lot, with the exception of those reading "FOR SALE" or "FOR RENT" or appropriate signs of any realtor who may handle the property. However, in no event can any such sign exceed six square feet in size, and not more than one sign per lot shall be permitted. No sign of any kind or any other object shall be placed at the front entrance or other common properties owned or controlled by WPHA, unless approved in advance in writing at the sole discretion of the Board of Directors of WPHA.

11.01 Only signs approved in writing by the Board of Directors of WPHA can be posted.

11.02 Reserved.

11.01 A maximum of two flags are permitted at one time; its mast shall be attached to the dwelling, the mast or pole shall not exceed 6 feet in length and may be black, white, or silver; no flag shall not be flown from an independent mast in the lot. The flags must not exceed 3 ft x 5 ft each.

Section 12 - EXTERIOR MATERIALS, LANDSCAPING, AND OUTBUILDINGS

12.00 All residences shall be of brick veneer, wood, stone, stucco, masonry, or solid vinyl. No other materials may be used on the outside of any residence. Outbuildings are prohibited unless approved in writing at the sole discretion of the Board of Directors of WPHA. No change shall be made to the exterior color, size, shape, or appearance of any home, outbuilding, lot, or landscaping unless previously submitted to and approved in writing by the Board of Directors of WPHA. All submitted plans for residences, outbuildings, and landscaping must include the location scaled on a plat and details showing the proposed size, elevation, foundation, exterior materials, color, and landscaping.

12.01 [Add "HardiePlank or cement board equivalent" to the list of permitted exterior cladding listed in the first sentence of Section 12.00 above]

12.02 Reserved.

12.03 Existing shutters must be maintained and attractive. New shutters must be approved in writing by the Board of Directors of WPHA and the ARB.

12.04 Replacement roofing does not require the approval of the Board of Directors of WPHA unless the color or material of architectural shingle is changed. Metal roofing is permitted with the written approval of the Board of Directors of WPHA for color and with completed and written approval of the ARB request before installation. Removal of unapproved roofing will be done at the owner's expense.

12.05 Reserved.

12.06 All shutters, gutters, curbs, and siding should be clean, mold free, unstained, and free from plant growth including but not limited vines.

12.07 Pergolas, garage conversions, additions, and the like that changes the appearance of the house must have the written approval of the Board of Directors of WPHA.

Section 13 - DAMAGED RESIDENCES OR OUTBUILDINGS

13.00 Should any residence or outbuilding be damaged by fire, explosion or Act of God, said residence and/or outbuilding shall be fully restored to its former appearance within six months, or shall be torn down and all rubble and debris removed from the lot in like period. WPHA reserves the right to itself to enter upon said lot and take, at the owner's expense, the necessary action to correct such situation and cleaning of any lots.

13.01 [For any residence or outbuilding that must be fully removed and restored because of a condition listed in Section 13.00 above, it shall be restored on a crawlspace of three to five feet OR to the FEMA-mandated or Town of Mount Pleasant-mandated minimum height for the West Point Subdivision].

13.02 [For any residence or outbuilding that must be fully removed and restored because of a condition listed in Section 13.00 above, the crawlspace must be a

sealed, enclosed, vented crawlspace meeting or exceeding current building code. The design of the exterior of the crawlspace must be approved in writing by the Board of Directors of WPHA and the ARB].

Section 14 - INDIVIDUAL SEWERAGE DISPOSAL SYSTEM

14.00 No individual well and/or sewerage disposal system shall be permitted on any lot, except wells, pumps, and pipes placed solely on an owner's lot for the purpose of irrigation or other household use not involving human consumption. Any wells, pumps, pipes, and other system components placed on an owner's lot for the purpose of irrigation or other household use must either be completely submerged below the level of the ground or not be visible from the street.

Section 15 - LOT MAINTENANCE RESPONSIBILITIES

15.00 Each lot owner shall at all times be responsible for maintaining his or her home, lot, fences, and structures in a neat, clean, well-kept, and attractive condition at the sole direction and discretion of the Board of the Directors of WPHA; including, but not limited to, the following:

- 15.00.1 maintain lawns, bushes, plants, shrubbery, and flower beds in a neat, clean, well-kept, and attractive condition; and
- 15.00.2 water, fertilize, and otherwise care for lawns, bushes, plants, and shrubbery as needed to maintain them in a healthy and attractive condition; and
- 15.00.3 maintain carriage lamps in working order so that the lamp is lit from dusk until dawn; and
- 15.00.4 not place any statuary, lawn furniture, or other lawn structures in front of any home without written advance approval at the sole discretion of the Board of Directors of WPHA; and
- 15.00.5 statuary, basketball hoops and poles, furniture, and other structures shall be located in the rear of the house and not be visible to a person standing on the right of way facing the center of the house; and
- 15.00.6 garage doors shall remain closed except for normal ingress and egress; and
- 15.00.7 all trash cans and/or other garbage containers must be kept in a closed garage or must be fenced or otherwise screened with living plants equal in height or larger than the containers. All such fencing and/or screening must be in the rear of each home and shall not be visible by a person standing on the right of way and facing the center of such house; and
- 15.00.8 trash cans and garbage containers shall not be placed on the street except on the night before the scheduled trash or garbage collection

and shall be removed from the street by the end of the collection day;
and

15.00.9 live trees with a diameter of more than six inches, as measured at two feet above ground level, may not be cut down without the permission of the Board of Directors of WPHA and the permission of the Town of Mt. Pleasant; and

15.00.10 no owner shall permit their dog(s) to defecate on the lot of another owner. If this should occur, the owner of the animal shall promptly remove the feces; and

15.00.11 driveways shall be kept free from oil and grease stains.

15.01 No junk, debris, or materials of any kind shall be stored on a lot other than in a Board of Directors of WPHA approved, enclosed structure, or in a manner that is visible from any other lot, common properties, street, easement, or amenity area within the community.

15.02 Firewood may be stored outside in rear lots only, provided they are not visible from the street, adjoining lots, any common properties, or easements.

15.03 Bicycles not being ridden may be stored outside in rear lots only, provided they are not visible from the street, adjoining lots, any common properties, or easements. Bikes may be parked neatly on the driveway during the day (dawn to dusk).

15.04 Swing-set structures and playground structures must be located in rear lots only and should not be visible from the street. Any tree swing in the front lot must be approved by the Board of Directors of WPHA.

15.05 Tree houses, forts, and the like that are visible above the fence are not permitted.

15.06 Supplementary air-conditioners, heaters, fans, or the like shall not be visible from the street or adjoining lots and shall not emit any excessive noise, smoke, fumes, or chemicals to the point that adjoining lots are adversely affected.

15.07 Winterizing screened porches can be done using neat, clean, tear free, clear plastic, neatly applied no earlier than November 1st and must be removed by March 1st. The Board of Directors of WPHA reserves the right to require removal of any winterizing materials on screened porches as deemed inconsistent with the overall look of West Point.

15.08 Hurricane preparations may be in place no more than 14 days before a named storm and must be removed and stored no later than 14 days after the named storm has passed.

15.09 Temporary covering of plants to protect from frost may be in place the weekend before the predicted frost and must be removed no later than the weekend after the predicted frost.

15.10 Election signs may be posted 30 days before an election and must be removed the day after the election and must not exceed four square feet and only one sign per candidate per yard is permitted. No elections signs may be posted on common properties.

15.11 [Irrigation] Wells must have an iron filter installed and maintained so there is no staining of concrete, building, cars, etc. Wells must meet or exceed compliance with the current code for the Town of Mount Pleasant.

15.12 Lawns are not optional, should cover no less than 50% of front lot, and should be mowed to a height of no more than six inches on the entire lot.

15.13 Mow, edge, water, fertilize, and otherwise care for lawns, bushes, plants, and shrubbery as needed to maintain them in a healthy and attractive condition.

15.14 No plant material of any kind is permitted in the expansion joints or cracks in street, curbs, sidewalks, driveways and should be removed immediately.

15.15 Blow or sweep and remove any sand, debris, and plant material from the center of the street leading up to and including the curb and sidewalk, the entire length of the property lining the street.

15.16 Reserved.

15.17 Reserved.

15.18 No trash incinerator shall be permitted upon any lot within the community. No burning, burying, or other disposal of garbage or trash on any lot or within the community shall be permitted.

15.19 Reserved.

15.20 Vegetable gardens are restricted to rear lots only and shall not be visible from the street or adjoining property. They must be properly maintained and controlled for vermin.

15.21 Trees and shrubs should not encroach over the sidewalk, driveways, or curbs. Trees hanging over the sidewalk should have a minimum clearance of eight feet overhead. Trees over the street should have a minimum clearance of 15 feet. Property owners are responsible for the cost of trimming trees and shrubs on their property.

15.22 Diseased or dead trees, shrubs, plants must be removed immediately

15.23 Leaning trees that pose a fall risk onto an adjoining property must be removed or trimmed accordingly.

15.24 Grass and ground cover must be no higher than eight inches in the rear of the property and no more than six inches in the front of the property.

15.25 Tanks of any kind (i.e., propane) must be behind the fence and not visible from the street and adjoining properties. Tanks of any kind and must be in good use and must be in use according to the code of Mount Pleasant

15.26 Building supplies, mounds of mulch or dirt, or similar must be in the driveway or front lot with written permission of the Board of Directors of WPHA; such materials may not be in the street.

15.27 No storing or drying or draping of laundry, beach towels, tents, tarps, or the like is permitted on the front of the house, porch railing, front lot, or fence at any time. Any such activity should occur in the rear of the house and should not be visible from the street or adjoining properties.

15.28 Mining and drilling is prohibited. No oil or natural gas drilling, refining, quarrying, or mining operations of any kind shall be permitted upon or in any lot, and no derrick or other structure designed for use in boring for oil or natural gas shall be stored, erected, maintained, or permitted in the community. Any digging, outside of normal garden maintenance, is prohibited and any exception must be in writing from the board.

15.29 Blow or sweep and remove any sand, debris, and plant material from the roof as needed.

Section 16 - NUISANCES

16.00 No noxious or offensive trade or activity shall be carried upon any lot or building site, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. The definition of noxious or offensive trade or activity shall include, but not be limited to such activities as storing or selling used vehicles on or from residential lots, storing used and/or inoperable vehicles other than those vehicles proved to be in regular use by the lot owner, or maintaining any sort of open air storage or appliances such as stoves, refrigerators, etc., all of which are strictly prohibited. A vehicle shall be considered stored and inoperable if it shall be unroadworthy for a period of time exceeding two weeks, or is not legally licensed for current use.

16.00.1 No animal, other than common household pets will be kept or maintained on any lot. Common household pets will be limited to two and will not be kept, bred or maintained for consumption or commercial purposes. Pet houses, pens, cages, runs, etc. will be built and maintained in a manner that will not detract from the neighborhood, shall be located behind the rear corner of a residence, shall at all times be kept clean and not pose a health hazard to the community, and must be approved in writing at the sole discretion of the Board of Directors of WPHA. No dogs shall be allowed to run loose and, when off the property of the owner, must be on a leash. The Board of Directors of WPHA, at its option, reserves the right to reasonably alter the number of pets upon written application by a lot owner.

16.00.2 The Board of Directors of WPHA is bound by no representation touching or affecting the property which is not expressly set forth herein, and nothing herein contained shall be held to impose any restriction, limitation, condition or easement upon any land in

the West Point Subdivision other than the specified lots which are laid out and shown on the plat hereinabove described.

16.01 The use of fireworks in West Point shall not be permitted except for July 4th and New Year's Eve of each year. Fireworks are only permitted on July 4th from dusk to 10pm and New Year's Eve from dusk to 12:30 am on January 1. In addition fireworks must be in compliance with Mount Pleasant code and the person igniting the fireworks assumes all liability of all related incidents, injuries, or damages caused by said fireworks.

16.02 In accordance to Mount Pleasant Code [and as required by] the Board of Directors of WPHA, the use of firearms in West Point is prohibited. The term "firearms" includes BB guns, paintball guns, pellet guns, and small firearms of all types. In addition, sling-shots, pellet guns, and any other device deemed inappropriate for family subdivision living by the Board of Directors of WPHA are prohibited

16.03 Vehicle repairs requiring disassembly in the driveway must be completed within 48 hours.

16.04 Farm animals of any kind including but not limited to poultry are prohibited.

16.05 Exotic animals must be properly licensed, housed, and cared for at all times. Owner assumes all responsibility for pets per the code of the Town of Mount Pleasant.

16.06 Endangered and threatened species of animals are not permitted.

16.07 Beekeeping is not permitted.

16.08 No pet shall be tethered or chained to a run or immovable object as a means to permanently contain the animal. ASPCA guidelines for pets must be met.

16.09 Pets should be curbed, should not be a nuisance, and should not soil buildings, grass, sidewalk, or street. If this occurs, the owner is responsible for the immediate clean up or correction of the pet's actions.

16.10 Mount Pleasant Animal Control and or ASPCA should be notified of any abuse, neglect, nuisance barking, or dangerous behavior.

Section 17 - ERECTION AND TYPE OF FENCES

16.00 No fence shall be erected enclosing the front portion of any lot, and any fence on the rear portion of any lot shall not exceed six feet in height. No chain-link, metal or metallic fence of any type or description shall be permitted on any lot. No fence shall be permitted on any lot unless previously submitted and approved in writing at the sole discretion of the Board of Directors of WPHA. Removal of fences not approved shall be at the expense of the owner of the lot erecting or permitting the erection of such unapproved fence. For purposes herein "the rear portion of any lot" shall be defined as that area commencing ten feet behind the front corners of any house and extending to the rear lot lines. If a fence shall be erected over an easement on any lot, it shall be at the risk and expense of the owner if said area shall be needed for easement purposes.

17.01 Reserved.

17.02 For purposes herein, "the rear portion of any lot" shall be defined as that area commencing three feet behind the front corners of any house and extending to the rear lot lines.

17.03 If an owner paints the fence, it must be white and only white and it must be clean and paint must be in attractive condition at all times.

17.04 Reserved..

17.05 Reserved.

17.06 Reserved.

17.07 All new gates, single width or double width, should match fence in style and materials.

17.08 Reserved.

17.09 All new fencing should be the same on the front and on the back side. If a center horizontal plank is desired for stability or design, it should face in toward the owner's lot.

17.10 All hardware for gates should be black in color and unobtrusive. If anything other is requested, an ARB request must be submitted to the board.

Section 18 - MAILBOXES AND STANDS

18.00 All mailboxes and stands must be of a uniform size, type, materials, colors, and appearance as directed by the Board of Directors of WPHA. Homeowners are responsible for maintaining their mailboxes and stands in a neat, clean, well-kept, and attractive condition at the sole direction and discretion of the Board of the Directors of WPHA.

18.01 Mailboxes are to be painted solid black, have a solid red indicator flag for mail pick up, and be free of any other color or decoration of any description.

18.02 Each mailbox may have an additional tube for newspaper delivery that is either solid white or issued by the publication. The Board of Directors of WPHA reserves the right to remove any additions to the mailbox post that are not consistent with the uniformity of the West Point mailboxes or any mailbox or addition to mailbox that is not deemed appropriate for the community.

18.03 Reserved.

18.04 Any plantings near or around the mailbox should enhance the appearance of the mailbox and should be trimmed as to not infringe on the sidewalk, curb, driveway, or street or impede the delivery of mail or interfere with the viewing of the number sign on the mailbox.

18.05 House numbers placed on number plaque on the mailbox post shall be black metal numbers, 2 to 2.5 inches in height, or routed into the white wood post consistent with the style of West Point.

Section 19 - FREE STANDING ANTENNA

19.00 No ham or CB radio antenna, satellite dish antenna, or other free standing antenna will be permitted upon a lot. Only a normal TV antenna attached to the home causing no static, picture distortion or other interference to other homes' reception, and shall be for the purpose of reception and not transmission.

19.01 A satellite dish antenna is permitted when positioned in such a way that it is not visible from the street from the front of the house and is less than 25 inches in diameter.

Section 20 - DRIVEWAYS AND PARKING

20.00 At the time of house construction, each builder shall install an asphalt or concrete driveway from the edge of the street pavement to garage, carport or turning area for a minimum width of eight feet. All parking of vehicles shall occur within an owner's lot and no on-street parking shall be permitted on any street in the subdivision. No driveway may be expanded or otherwise altered unless previously approved in writing at the sole discretion of the Board of Directors of WPHA. All vehicles parked on individual residential lots shall be parked only within the confines of a carport or garage or on an improved driveway.

20.01 No storage or parking, either temporarily or permanently, of any commercial equipment or vehicles on any lot or on any street adjacent to any lots, including vehicles originally designed for commercial use, but now are being used personally including but not limited to box trucks, vans, ambulances.

20.02 Reserved.

20.03 [For] Marked police and fire [vehicles only]: motorcycles, service cars, or pick-up trucks not exceeding 4 wheels or two axles are permitted to park in the street and on driveways at any time.

20.04 No vehicle, trailer hitch, or part of a vehicle may overhang the end of the driveway.

20.05 One automobile may be covered in the driveway if the cover is clean, fitted, and one solid color AND if the automobile is operable and legally licensed for current use.

20.06 Reserved.

20.07 Driveways must be solid concrete, may not be painted, may not be dyed, [and] concrete must be natural color concrete consistent with the neighborhood.

Section 21 - SWIMMING POOLS

21.00 Swimming pools shall not be nearer than five feet to any lot line, must be located to the rear of the main dwelling, and shall not project with their coping more than two feet above the established lot grade. No swimming pool shall be permitted on any lot unless previously submitted and approved in by the Board of Directors of WPHA.

21.01 Reserved.

21.02 Cleaning or draining or both of pools, hot tubs, and spas must be in compliance with municipal codes and flooding or chemical damage to ponds, lawn, or property of owner or surrounding properties is the responsibility of the pool owner.

21.03 Reserved.

Section 22 - CLOTHES LINES

22.00 No permanent, temporary or portable clothes line and/or clothes line poles shall be erected or maintained on any lot.

Section 23 - CONSTRUCTION TIME REQUIREMENT

23.00 Any home, outbuilding and/or landscaping work on any lot within the subdivision shall be completed in every exterior detail, including landscaping, within nine months from the commencement of said construction, and all details of interior and exterior within twelve months. Failure to meet the within time frame shall be construed as a direct violation of these Restrictive Covenants.

Section 24 - COMPULSORY ASSOCIATION MEMBERSHIP

24.00 There shall be created an eleemosynary (i.e., non-profit) South Carolina Corporation chartered as the West Point Homeowners Association, Inc. ("WPHA"). The function of WPHA shall be the enforcement of these Restrictive Covenants and collection of compulsory annual assessments, the same for each lot, as a vehicle to ensure that West Point Subdivision is maintained in an attractive, sightly condition, including lots, green areas, bodies of water, entrance signs, lighting, etc.

24.00.1 WPHA shall be governed as provided in the ByLaws of WPHA, a copy of which shall be provided to a lot owner upon request. Every lot owner shall become a member of WPHA by virtue of ownership of a lot in the West Point Subdivision, and every lot owner is required to remain a member of WPHA so long as a lot, or an interest therein, is owned. By virtue of lot ownership, each owner shall be compelled to pay annual assessments, the same for each lot, in an amount established in the ByLaws. The assessments shall be due and payable on May 31st of each year. Unpaid assessments shall become and remain a lien upon the lot. Each lot owner shall be entitled to one vote for each lot owned. If a lot is owned by two or more persons or entities, only one vote may be cast for each such lot, and fractional voting shall not be allowed. The voting right of a lot owner shall be suspended during the period the lot owner owes WPHA any unpaid assessments,

fines, attorney's fees, costs, or other expenses. These Restrictive Covenants may be amended or repealed by a vote of a majority of the number of lots eligible to vote cast in favor of the amendment. Voting shall be conducted as provided for in the ByLaws. If conflict arises between the ByLaws and these Restrictive Covenants, then these Restrictive Covenants shall control.

Section 25 - BODIES OF WATER AND COMMON LANDS OF ASSOCIATION

25.00 The canals and other bodies of water in West Point Subdivision and /or adjacent to any residential lot are designed solely for the purpose of drainage. They must be kept open and have unimpeded flow at all times. Said bodies of water shall be owned by WPHA.

25.00.1 No owner shall have access to or use of said bodies of water, except for view. Prohibitions shall specifically include fishing, boating and/or swimming. No owner shall, by pipe or other method, draw or remove water from said bodies of water for any purpose. No owner shall discharge any substance in said bodies of water. No owner shall allow any boats, toys, trash, or debris of any type to be placed or remain in any bodies of water.

25.01 The ponds and other water bodies within the community are not designed for boating, swimming, or bathing purposes and shall not be used for such purposes.

25.02 No docks or other structures may be located in or adjacent to any pond, or other water body without the prior written consent of the board.

25.03 No water may be withdrawn from any pond or other water body for any reason by any lot owner or resident.

25.04 All lot owners adjacent to the ponds and other water bodies shall be prohibited from using insecticides, pesticides, and other hazardous materials within twenty-five feet of such lakes, lagoons, ponds, or other water bodies.

Section 26 - DELIVERY OF PAPERS AND INSTRUMENTS

26.00 All papers and instruments required to be filed with or submitted to the WPHA shall be delivered personally or sent by certified mail to The Board of Directors of WPHA at West Point Homeowners Association, Inc., PO Box 1938, Mt. Pleasant, SC 29465.

26.01 Owners are responsible for having current contact information on file with property manager. Any time spent locating an owner due to insufficient conveyance of new contact information the owner shall be billed a service fee as deemed appropriate by the Board of Directors of WPHA and the current property manager.

26.02 Free copies of covenants and bylaws will be provided by email. It is the owner's responsibility to have current contact information on file with the Board of Directors of WPHA or the current contracted property manager.

26.03 Printed copies of covenants and bylaws can be requested for the cost of printing, postage, and service fee. It is the owner's responsibility to have current

contact information on file with the Board of Directors of WPHA or the current contracted property manager.

26.04 All future correspondence, notice, invoicing, announcements, and the like shall be distributed by email free of charge. All future correspondence notice, invoicing, announcements and the like shall be available for the cost of materials, postage, and service fee. It is the owner's responsibility to have current contact information on file with the Board of Directors of WPHA or the current contracted property manager and it is the owners' responsibility to request written correspondence.

26.05 Contact information, including mailing address, phone number, and email address, must be current at all times with the Property Manager and HOA. All future notifications will be sent by email unless otherwise required by law or the Property Manager. If an owner would like to continue to receive notifications by mail, the owner will incur a fee for postage and handling to be determined by the Board of Directors of WPHA.

Section 27 - NEW TECHNOLOGIES

27.01 Reserved.

27.02 Flying drones or operating remote control devices of any kind is limited to the device owner's property and air space above the owner's property and the airspace above the public street. Device operator assumes all risk and responsibility and must be in compliance with any additional restrictions of the Town of Mount Pleasant.

27.03 Charging stations for electric vehicles or any device that needs a charging station must not be visible from the street and must be in the garage or behind the fence. Any cording associated with the charging station must not be visible from the street when not actively charging vehicle or device.

27.04 Electronic surveillance equipment of any kind is only permitted to monitor one's own property within the property lines. Any electronic surveillance equipment that infringes on the privacy and enjoyment of another property is strictly prohibited.

27.05 The Board of Directors of WPHA reserves the right to use security cameras to deter and prosecute vandalism in the common properties.

Section 28 – LIGHTING

28.01 The following exterior lighting may be installed without the necessity of obtaining the written approval of the Board of Directors of WPHA or its designee: (a) seasonal decorative lights (should not be excessive or obtrusive); (b) illumination of other than the front or side lot of a lot as long as it is not excessive or casts light into an adjoining property (c) other lighting originally installed by the developer.

28.02 Reserved.

28.03 Lighting must not be obtrusive or offensive to other owners within the community, should not negatively impact adjacent lots by casting excessive light or

impacting privacy and enjoyment of its neighbors, and such lighting may be removed by the association at the owner's expense.

28.04 Colored fluorescent lighting is prohibited from use with exterior fixtures, displayed inside but visible through windows from the street or adjoining lots, or visible from the street.

28.05 Reserved.

28.06 Reserved.

28.07 Reserved.

28.08 Reserved.

28.09 Reserved.

28.10 Street lighting may not be supplemented in any form within the community. Additional carriage lights are not permitted in West Point. There is one carriage light per lot.

Section 29 - SIGHT LINES

29.01 All lots adjoining street intersections within the community shall be landscaped as to permit safe sightlines across the street corners.

29.02 No fence, wall, hedge, or shrub planting shall be placed or permitted to remain at the corner of a lot where this would create a traffic or sight problem or infringe on the sidewalk, driveway, curb, or street.

29.03 No fence, wall, hedge, or shrub planting shall be placed or permitted to remain in a median strip between sidewalk and street where this would create a traffic or sight problem for pedestrians or vehicles. Grass should be maintained on medians. Tasteful flowers and shrubs that do not create a traffic or sight problem for pedestrians or vehicles are permitted around mailboxes.

29.04 The lower branches of trees or other vegetation in sight line approaches to any street or street intersection shall not be permitted to obstruct the view of same. No receptacle for construction or any container for the receipt of mail, newspaper, package, or similar delivered materials shall be erected or permitted to remain between the front street lot line and the applicable front building front building line unless the same shall have been approved in writing prior to the construction by the Board of Directors of WPHA.

Section 30 - TRESPASSING AND VANDALISM

30.01 No person or animal, regardless of age, regardless of species, should enter another property or enter a lot or touch property on that lot or touch the mailbox related to that lot without express permission from the owner.

30.02 Trespassing and vandalism to private property should be reported to the Mount Pleasant Police Department.

30.03 No person or pet, regardless of age, regardless of species, should enter or touch common properties at the entrance. The entrance, property, flower beds, trees, plantings, mulch, signs, and ponds are for visual enjoyment only.

30.04 Any trespassing or damage to common properties will be reported to the Mount Pleasant Police Department with no exception.

30.05 No person or animal, regardless of age, regardless of species, should touch common property or town property (i.e. street signs, message boards, and the like) without express permission from the owner

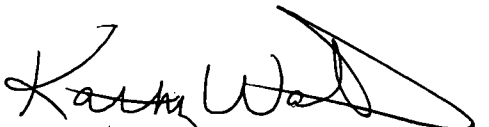
30.06 No person or animal, regardless of age, regardless of species, should touch common property or town property including but not limited to street signs, community message board, entry signs, without express permission from the Board of Directors of WPHA

30.07 The owner of any lot shall have sole responsibility and liability for any and all damages caused by minors under the age of eighteen (18) years and residing on any lot, including but not limited to, injury to persons, damage to real property, or damage to personal property.


IN WITNESS HEREOF, West Point Homeowners Association, Inc. has executed this instrument this 17th day of JULY, 2017.

SIGNED, SEALED, AND DELIVERED
IN THE PRESENCE OF:

WESTPOINT HOMEOWNERS
ASSOCIATION, INC., a South Carolina
nonprofit corporation



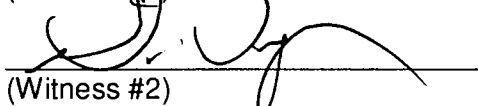
(Witness #1)




(Witness #2)



(Witness #1)

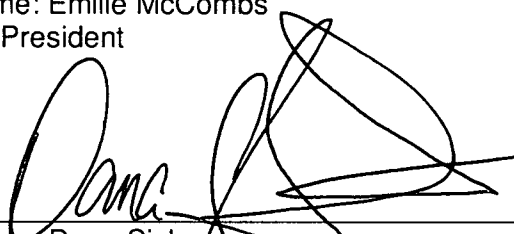


(Witness #2)

By: 

Name: Emilie McCombs
Its: President

and

By: 

Name: Dana Sisk
Its: Secretary

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this 17 day of July, 2017, by the WEST POINT HOMEOWNERS ASSOCIATION, INC., by Emilia McCumber, its President, and Dana Lisk, its Secretary.

Colleen M Payne
Signature of Notary Public
Print Name of Notary Public: Colleen M Payne
Notary Public for South Carolina
My Commission Expires: September 28, 2025

[AFFIX NOTARY SEAL]



Colleen M Payne
NOTARY PUBLIC
State of South Carolina
My Commission Expires
September 28, 2025

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