

Village Green Homeowners Association – Covenants Text

Disclaimer - This document does not establish a legal document. This document was intended to be used by homeowners as a more readable and searchable reproduction of the “Covenants” of the Village Green Homeowners Association as of March 16, 2021. While intended to be correct, it is not guaranteed to be 100% accurate.

Any text in brackets () following is only added information or general guides to the content of a Section and are not an interpretation of that Section. **Please refer to the official Covenants you received with your home purchase closing and to documents filed to-date with the Charleston County, SC Clerk for official legal documents of the Association.**

The original Declaration of Covenants, Conditions and Restrictions were approved by the Declarant, Centex Real Estate Corporation on February 1, 1993 and Supplementary Declarations added over several years included all four Village Green subdivisions. The Original and all Supplementary Declarations are on file with the County Clerk of Charleston, SC.

Centex Real Estate also filed a Supplementary Declaration of Covenants, Easements and Restrictions on February 9, 1993, (see page 8 of this document) with amendments as noted and filed with the Charleston, SC County Clerk. The “Covenants”, as they are more commonly referred to follows:

(MASTER) DECLARATION (First Declaration)

(The following DECLARATION establishes the Village Green Homeowners Association, Inc. to monitor and enforce the “covenants and restrictions” for current and future Developments in the subdivisions known as Village Green.)

THIS DECLARATION, made on the date hereinafter set forth by Centex Real Estate Corporation, hereinafter referred to as “Declarant”;

WITNESSETH:

WHEREAS, Declarant is the owner of real property described in Section 1 of Article II of this Declaration, which real property is a portion of a Planned Unit Development know as Village Green; and

WHEREAS, Declarant desires to insure the attractiveness of the individual lots and community facilities within this portion of Village Green and to prevent any future impairment thereof, to prevent nuisances, to preserve, protect and enhance the values and amenities of the said property and to provide for the maintenance of the open spaces, greenway areas, drainage retention ponds, detention areas, entrances, walkways, recreational facilities and other community facilities located within Village Green; and in order to accomplish these objectives, deems it advisable to subject the real property described in Section 1 of Article II, together with such additions as may thereafter be made thereto (as provided in Article II) to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth; and

WHEREAS, Declarant deems it desirable in order to insure the efficient preservation, protection and enhancement of the values and amenities in Village Green and the residents’ enjoyment of the specific rights, privileges and easements in the community properties and facilities, that an organization be created to which will be delegated and assigned the powers of owning, maintaining, administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter imposed; and

WHEREAS, Developer has caused to be created for the purposes aforesaid, a South Carolina non-profit corporation under the name and style of Village Green Homeowners Association, Inc.

NOW, THEREFORE, the Declarant declares that the real property described in Section 1 of Article II, and such additions thereto as may hereafter be made pursuant to Article II hereof, is and shall be owner, held, transferred, sold, conveyed and occupied subject to the following covenants, conditions, restrictions, easements, charges and liens which shall run with the real property (except as provided in Article V, Section 9 hereafter) and be binding upon and inure to the benefit of all owners thereof, their heirs, personal representatives, successors and assigns..

Village Green Homeowners Association – Covenants Text

ARTICLE I (ONE) DEFINITIONS

Section 1. (This section defines the VGHOA.) "Association" shall mean and refer to Village Green Homeowners Association, Inc., a South Carolina nonprofit corporation, its successors and assigns.

Section 2. (This section defines Owners as titled owners filed with the County, not anyone holding a loan against the property.) "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 and owners of any equity of redemption, but excluding those having such interest in a Lot solely as security for the performance of an obligation.

Section 3. (This section says future subdivisions built later (after Willows) will be added to the Association. See Article II below.) "Properties" shall mean and refer to the "Existing Property" described in Article II, Section 1 hereof and any Supplementary Declaration under the provisions of Article II hereof.

Section 4. (This section defines the original Common areas. Amendments later added other subdivisions and more Common Areas.) "Common Areas" shall mean all real property owned by the Association for the common use and enjoyment of the Owners and designated as "Common Open Space", "Greenway", "Common Area", "Area Reserved for Pond", or "Community Recreational Facility", if any, including, but not limited to, walking paths, playground areas, subdivision entrances and landscaped islands on any plat of the property described on Schedule A attached hereto and duly recorded in the RMC Office for Charleston County in accordance with the provisions of this Declaration. The Common Area to be owned by the Association at the time of conveyance of the first lot is described as follows: Being all of the property designated Common Area on the map of Village Green recorded in Plat Cabinet H, at Pages or Slides 343, in the RMC Office for Charleston County.

Section 5. (This section defines homeowner owned lots as opposed to the Common Area.) "Lot" shall mean and refer to any plot of land, with delineated boundary lines, shown upon any recorded subdivision map of the Properties with the exception of (1) of any Common Area, Greenway Common Open Space, Community Recreational Facilities, Playground areas, Detention Areas, streets or ponds shown on any recorded map; (2) in the event any lot is increased or decreased in size by re-subdivisions, through recordation of new subdivision plats, any such newly platted lot shall thereafter constitute a lot for the purposes of this Declaration.

Section 6. (This section defines Centex, or any successor company, as Declarant while homes are being constructed and sold in all current and future subdivisions, until all lots are sold.) "Declarant" shall mean and refer to Centex Real Estate Corporation, and shall also mean and refer to any person, firm or corporation which shall hereafter become vested, at any given time, with title to two or more undeveloped lots for the purpose of causing residence building(s) to be constructed thereon, and any such successor in title to Centex Real Estate Corporation, shall be a Declarant during such period of time as said party is vested with title to two or more such lots so long as said lots are undeveloped, developed but conveyed, or improvements constructed thereon are unoccupied, but only during such period.

Section 7. (This section says when "Member" is used in this document, it refers to Members of the Association.) "Member" shall mean and refer to every person or entity who holds membership in the Association.

Section 8. (This section defines the type of homes in Village Green.) "Single-Family Detached Home" shall mean and refer to a single-family resident which is not attached to any other single-family residence.

ARTICLE II (TWO) PROPERTY SUBJECT TO THIS DECLARATION ADDITIONS THERETO

Section I. Existing Property. (This section describes properties as of 1993.) The real property which is and shall be held, transferred, sold, conveyed, and occupied subject to this Declaration, irrespective of whether there may be additions thereto as hereinafter provided, is located in Charleston County' South Carolina and is shown on maps recorded in Plat Cabinet CG , at Pages or Slides 38, in the RMC Office for Charleston County. This property shall be herein referred to as "Existing Property".

Village Green Homeowners Association – Covenants Text

Section 2. Additions to Existing Property. Additional property may be bought within the scheme of this Declaration and the jurisdiction of the Association in the following ways:

(These sections allow for inclusion in the VGHOA of all homes in Village Green, which are accomplished under the 10 year (later amended to 20 year) provision of part (a) below.)

(a) Additional land within the area described in the metes and bounds description attached hereto as Schedule A and incorporated herein by reference may be annexed to the Properties by Declarant and brought within the scheme of this Declaration and within the jurisdiction of the Association, in future stages of development, without the consent of the Association or its members: provided, however, that said annexations, if any, must occur within ten (10) years after the date of this instrument **(later amended to 20 years)**; provided that the FHA and VA determine that the annexation is in accord with the general plan heretofore approved by them.

(b) Additional property (and common area), outside of the area described in the aforementioned Schedule A may be annexed to the Properties and brought within the scheme of this Declaration and the jurisdiction of the association with the consent of the members entitled to at least two-thirds (2/3) of the vote appurtenant to all Class A lots and at least two-thirds (2/3) of the votes appurtenant to all Class B lots, if any, as hereinafter defined in Article II, Section 2. The Association may participate in mergers or consolidations with other non-profit corporations organized for the same or similar purposes as the Association, thereby adding to the Association, or to a surviving homes association, the properties, rights and obligations of the nonprofit corporation with which it merges to consolidate. Any such merger or consolidation shall revoke, change or add to any of the provisions of this Declaration except as herein provided.

(c) The additions authorized under Subsection (a) and (b) shall be made by filing of record Supplementary Declarations of Covenants, Conditions and Restrictions with respect to the additional properties which shall extend the scheme of this Declaration and the jurisdiction of the Association to such properties and thereby subject such additions to assessment for their just share of the Association's expenses. Said Supplementary Declarations may contain such complimentary additions and modification of the covenants, conditions and restrictions contained in this Declaration as may be necessary to reflect only the different character of the added properties as are not inconsistent with the provisions of this Declaration.

ARTICLE III (THREE) MEMBERSHIP AND VOTING RIGHTS

Section 1. (This section says any lot owner will always be a member of the Association and subject to assessment by the Association as long as they own the lot.) Every Owner of a Lot which is subject to assessment shall be a member of the Association Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

Section 2. (This section defines Class A and Class B lots. There are no remaining Class B lots as all lots in Village Green were sold by Centex.) The voting rights of the membership shall be appurtenant to the Ownership of the lots. There shall be two classes of lots with respect to voting rights:

(a) Class A Lots. Class A Lots shall be all lots except Class B Lots as the same are hereinafter defined. The voting rights appurtenant to the Class A Lots shall be as Follows:

(1) Single-Family Detached Homes. The owner of each lot designated as a lot on which a single-family detached home is, or may be constructed shall be entitled to one (1) vote.

(b) Class B Lots. Class B Lots shall be all lots owned by Declarant which have not been converted to Class A Lots as provided in paragraphs (1) or (2) below. The Declarant shall be entitled to three (3) votes for each Class B Lot owned by Declarant. The Class B Lots shall cease to exist and shall be converted to Class A Lots:

(1) When the total number of votes appurtenant to the Class A Lots equals the total number of votes appurtenant to the Class B Lots; provided that the Class B Lots shall be reinstated with all rights privileges and responsibilities, if after conversion of the Class B Lot to Class A Lots hereunder, additional land containing lots is annexed to the existing property pursuant to Article II, Section 2 hereof; or

(2) On December 31, 2013 (amended from original 2010), whichever event shall last occur. When the Class B Lots cease to exist and are converted to Class A Lots, Declarant shall have the same voting rights as other owners of Class A lots.

Village Green Homeowners Association – Covenants Text

ARTICLE IV (FOUR) PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Except as limited by Section 2 of this Article IV, every Owner shall have a right and easement of enjoyment in and to the Common Area established initially and in all future Stages or Sections of the development, which right and easement shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions: **(Sections (a) and (b) following say all current homeowners and future purchasers of any home by resale have rights to enjoy the Common Areas. The HOA can charge admission or fees for recreational facilities in the Common Area, can suspend rights to these facilities for nonpayment of assessments, and can suspend rights for 60 days to these facilities for rule and regulation infractions.)**

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area and to limit the use of said recreational facilities to Owners who occupy a residence on the Properties, and to their families, tenants, contract purchasers and guest as provided in Section 2 of this Article IV;

(b) the right of the Association to suspend the voting rights and rights of an Owner to the use of the recreational facilities for any period during which an assessment against his lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations.

(Sections (c) and (d) following say a 2/3rd vote of the membership (about 426 members) is required to sell, transfer or borrow against any part of the Common Area, but allows easement for public utilities, sewage, drainage and Cable at the discretion of the Board of Directors.)

(c) 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 the members entitled to at least two-thirds (2/3) of the votes appurtenant to all Class A Lots and at least two-thirds (2/3) of the votes appurtenant to all Class B Lots agree to such dedication or transfer and signify their agreement by a signed and recorded written document, provided that the subsection shall not preclude the Board of Directors of the Association from granting easements for the installation and maintenance of sewage, utilities, including CATV, and drainage facilities upon, over, under and across the Common Area without the assent of the membership when such easements, in the opinion of said Board, are requisite for the convenient use and enjoyment of the Properties.

(d) the right of the Association with the assent of members entitled to at least two-thirds (2/3) of the votes appurtenant to each class of lot (Class A and B), to mortgage, pledge, deed in trust, or otherwise hypothecate any or all of its real or personal property as security for money borrowed or debts incurred.

Section 2. Delegation of Use. **(This section allows for family members, tenants or guest of an owner to enjoy the Common Area and Recreational Facilities.)**

(a) Family. The right and easement of enjoyment granted to every Owner in Section 1 of this article may be exercised by members of the Owner's family who occupy the residence in Charleston County, South Carolina. Members are responsible for the conduct of his family and guest

(b) Tenants. The right and easement of enjoyment granted to every Owner in Section 1 of this Article may be delegated by the Owner to his tenants or contract purchasers who occupy a residence within the Properties, or a portion of said residence, as their principal residence in Charleston County, South Carolina.

(c) Guest. Recreational facilities located on common areas situated upon the Properties may be utilized by guests of Owners, tenants or contract purchasers subject to such rules and regulations governing said use of the Association as may be established by the Board of Directors.

ARTICLE V (FIVE) COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. **(This section created a lien against each property for payment of assessments. The lien for unpaid assessments continues on the property even if sold,**

Village Green Homeowners Association – Covenants Text

but remains the obligation of the prior owner.) 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. Any such assessment or charge, together with interest, costs and reasonable attorney 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 attorney's fees, shall also be the personal or corporate obligation of the person(s), firm(s), or corporation(s) owning such property at the time when the assessment fell due, but such personal obligation shall not be imposed upon such Owners' successors in title unless expressly assumed by them. Although unpaid assessment charges are not the personal obligation upon such Owner's successors in title unless expressly assumed by the successors in title, the unpaid assessment charges continue to be a lien upon the property against which the assessment has been made.

Section 2. Purpose of Assessments. (This states what assessments can be spent on for benefit of the residents.) The assessments levied by the association shall be used exclusively to promote the recreation, health, safety and welfare of the residents of the Properties and in particular for the acquisition, improvement, and maintenance of properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Area, including but not limited to, the cost of repair, replacement and additions hereto, the cost of labor, equipment, materials, management and supervision thereof, the payment of taxes assessed against the Common Area, the procurement and maintenance of insurance in accordance with the By-Laws, the employment of attorneys to represent the Association when necessary, payments of principal and interest on funds borrowed for Association purposes, and such other needs as may arise. Without limiting the generality of the above described purposes, the assessments levied by the Association may be used for the acquisition, construction, improvement (including landscaping and planting) and maintenance of the following common facilities located or to be located in the Common Area: walking paths, playground areas, greenways and detention areas, entrance-ways and road medians. Additionally, the assessments may be used to landscape, plant and maintain any planting sign or entrance-way easements reserved by Declarant on any lots.

Section 3. Maximum Annual Assessment. (This section allows for up to a 5% annual increase in assessments, or higher amounts if approved by a two thirds (2/3) vote of the membership. Note that Class B lots no longer exist.) Until January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment shall be \$120.00 per class A lot (\$10.00 per month) and \$40.00 per Class B lot (\$3.33per month).

(a) From and after January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment may be increased by the Board of Directors effective January 1, of each year, without a vote of the membership, but subject to the limitation that the percentage of any such increase shall not exceed 5% of the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment may be increased without limitation if such increase is approved by no less than two-thirds (2/3) of the votes appurtenant to each class of lots (Class A and Class B), cast 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; provided, however, that the ratio of the assessment established for each Class B lot in that category shall always be three (3) to one (1); with the assessment with respect to any Class B lot converted to Class A or reconverted from Class A to Class B to be prorated and charged according to its Class as of the date of each conversion or reversion.

(d) Any annual assessment established by the Board of Directors shall continue thereafter from year to year as the annual assessment until changed by said Board.

(e) Lots owned by Declarant on which there exists an occupied dwelling shall be subject to the same Annual Assessment as Class A Lots.

Section 4. Special Assessments for Capital Improvements. (This section allows for special assessments in addition to association dues with approval of 2/3rds of the membership.) In addition to the annual assessments authorized above, the Association may levy, in any assessment year, special assessment(s) for the purpose of defraying, in whole or in part, the cost of any construction, repair, or replacement of a capital improvement upon the Common

Village Green Homeowners Association – Covenants Text

Area, repayment of indebtedness and interest thereon, borrowing of funds to make property comply with zoning ordinance(s), borrowing of money for capital improvement and pledging or mortgaging of association property, related thereto, provided that any such assessment shall have the same assent of the members as provided in Section 3(b) of this Article and shall be in the ratio of three (3) to one (1) for Class A and Class B lots as provided in Section 3 (c) of this Article. Any mortgaging of Common Area must be approved by the Veterans Administration as long as Declarant has a majority vote in the Homeowners Association.

Section 5. Assessment Rate. (This section defines differences between Class B lots (no longer exist) and Class A lots and allows collection of dues monthly. Because the expense in allowing monthly collections would require increasing the annual assessment, past Boards have generally disallowed monthly collections.) Except for the difference between Class A and Class B lots, the assessments shall be fixed at the following rates and may be collected on a monthly basis:

(a) Single-Family Detached Homes. Each lot designated as a lot on which a single-family detached home is constructed and occupied by an Owner other than Declarant shall be assessed at a rate of One Hundred (100%) percent of any annual or special assessment fixed or levied pursuant to Section 3 or Section 4 of this Article (said annual or special assessment being referred to in this Section as (the "assessment").

Section 6. Notice of Quorum for any Action Authorized Under Sections 3 and 4. (This section sets guidelines for any meeting to consider a Special Assessment, or assessment greater than the 5% maximum increase.) 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 member or of proxies entitled to cast Sixty (60%) percent of all the votes appurtenant to each Class A lot and Class B lot shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice or requirement, and if the same is called for a date not later than sixty (60) days after the date of the first meeting, the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting.

Section 7. Date of Commencement of Annual Assessments: Due Date: Certificate of Payment. (This section sets the due date of the Annual Assessment as the first of January, since all subdivisions are now built and sets guidelines for billing including any Special Assessment. It also allows the Board of Directors to change due dates and set another date for any Special Assessment.) The annual assessment provided for herein shall commence as to all lots on the first day of the month following the conveyance of any part of the Common Area to the Association. The first annual assessment shall be "maximum annual assessment" set forth in Section 3 of this article and shall be adjusted according to the number of months remaining in the calendar year. At least thirty (30) days before January 1 of each year, the Board of Directors shall fix the amount of the annual assessment to every Owner subject thereto. The due dates for the payment of annual and special assessments 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 to the Association setting forth whether the assessments on a specified lot have been paid.

Section 8. Effect of nonpayment of Assessments: Remedies of the Association. (This section sets penalties for non-payment and pass through of lien, attorney and foreclosure cost to the homeowner. Note the \$10 late charge plus 8% per annum was changed by the Board of Directors to 1.5% per month in interest charges for unpaid balances. Liens are currently placed, with foreclosure following, at the discretion of the Board.) Any assessment not paid within ten (10) days after the due date shall incur a late charge in the amount of \$10.00 and if not paid within thirty (30) days after the due date shall bear interest from the due date at a maximum of eight (8%) percent per annum or the rate established by the Board of Directors at the beginning of the fiscal year of the Association, whichever is less. 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 reasonable attorney fees of such action or foreclosure shall be added to the amount of such assessment. 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 9. Subordination of the Lien to Mortgages. The liens provided for herein shall be subordinate to the lien of any first mortgage for first deed of trust on a lot. Sale or transfer of any lot shall not affect any assessment lien. However, the sale or transfer of any lot which is subject to any mortgage or deed of trust, pursuant to a foreclosure

Village Green Homeowners Association – Covenants Text

thereof, shall extinguish the lien of such assessments as to the payment thereof which became due prior to such sale or transfer. No such sale or transfer becoming due or from the lien thereof, but the liens provided for herein shall continue to be subordinate to the lien of any first mortgage or deed of trust.

Section 10. Exempt Property. All property dedicated to, and accepted by, a local public authority and all properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of South Carolina shall be exempt from the assessments created herein. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

ARTICLE VI (SIX) FINANCING

Section 1. Approval of Owners and Holders of First Mortgages. (This section covers prohibited items without a 75% vote of the membership (about 480) related to making changes in the common areas, Architectural Design and insurance on the Common Area.) Unless at least seventy-five (75%) percent of the owners and holders of the first mortgages on Lots located within the properties, having given prior written approval, the Association shall not:

(a) By act or omission seek to abandon, partition, subdivide, encumber, sale or transfer any real estate or improvements thereon which are owned, directly or indirectly, by the Association. The granting of easements for utilities or other purposes shall not be deemed a transfer within the meaning of this clause.

(b) Change the method of determining the obligations, assessments due or other charges which may be levied against a Lot Owner.

(c) By act or omission change, waive or abandon any plan or regulation, or enforcement thereof pertaining to the architectural design or the exterior appearance of residences located on Lots, the maintenance of party walls or common fences and driveways or the upkeep of lawns and plantings in the subdivision.

(d) Fail to maintain fire and extended coverage insurance or insurable improvements in the Common Area on a current replacement cost basis in an amount not less than one hundred (100%) percent of the insurable value.

(e) Use the proceeds of any hazard insurance policy covering losses to any part of the Common Area for other than the repair, replacement or reconstruction of the damaged improvements.

Section 2 . Books and Records. Any owner and holder of a first mortgage on a Lot will have the right to examine the books and records of the Association during any reasonable business hours.

Section 3. Payment of Taxes and Insurance Premiums. The owners and holders of first deeds of trust on Lots may, jointly or singly, pay taxes or other charges which are in default and which may have become a charge or lien against any of the Common Area and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage upon the lapse of a policy for property owned by the Association and the persons, firms or corporations making such payments shall be owed immediate reimbursement therefor from the Association.

ARTICLE VII (SEVEN) GENERAL PROVISIONS

Section 1. Enforcement. (This section allows the HOA or any Owner to enforce certain provisions of the Covenants.) The Association, or any Owner, shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of the Declaration. 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 judgement or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. (This section sets automatic term lengths and renewals for the Covenants.) The covenants and restrictions of this Declaration shall run and bind the land, for a term of twenty-five (25) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless terminated or altered by a vote of seventy-five (75%) percent of a vote of the Owners after the expiration of said twenty-five (25) year period. This Declaration may be amended during the first twenty-five (25) year

Village Green Homeowners Association – Covenants Text

period by an instrument signed by the Owners of not less than ninety (90%) percent of the lots, and thereafter by an instrument signed by the Owners of not less than seventy-five (75%) percent of the lots. Any amendment must be properly recorded. For the purpose of this Section, additions to existing property as provided in Article II, Section 2 hereof shall not constitute an "amendment".

Section 4. FHA/VA Approval. (This section is no longer valid as all Class B Lots have been sold.) In the event the Declarant has arranged for and provided purchasers of Lots with FHA/VA insured mortgage loan, then as long as any Class B lot exists, as provided in Article III hereof, the following sections will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties, other than as provided in Article II, Section 2 hereof, deeding of common area to persons other than the Homeowners Association and amendment of Covenants, Conditions and Restrictions.

IN WITNESS WHEREOF, the undersigned Centex Real Estate Corporation has caused these presents to be executed by its duly authorized officer(s) this 1st day of February, 1993. Recorded February 12, 1993 Charleston County.

SCHEDULE A

(The original Covenants Recorded February 12, 1993, were re-recorded December 16, 1997 in Charleston County. The following Schedule A and was also filed with the above Covenants in Charleston County.

All those certain pieces, parcels or tracts of land, situate lying and being in the County of Charleston, State of south Carolina being shown and designated as Tract A and Tract A-1 on a plat by Davis & Floyd, Inc. entitled "Plat Showing Tract A-1 Property of Georgia Pacific Investment Company about to be conveyed to C.R. Hipp, Sr. and Tract A, Property of C.R. Hipp, Sr. Located Ashley River Road, West St. Andrews Parish, Charleston County, SC" dated November 7, 1985, and recorded in the RMC Office for Charleston County in Plat Book BG, Page 63. Having such size, shape, dimensions, buttings and boundings as will by reference to said plat more fully appear. Being property conveyed to C.R. Hipp, Sr. by deeds of Georgia Pacific Investment Company dated September 4, 1985, and December 3, 1985, and recorded in the RMC Office for Charleston County in Deed Book H148, Page 401 and Deed Book F150, Page 40, respectively.

SUPPLEMENTARY DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS FOR VILLAGE GREEN SUBDIVISION

On February 12, 1993, the following Supplemental Covenants were filed by CENTEX. (This binds then current and future properties in Village Green to the Homeowners Association and "Covenants" that follow. The Covenants establish the ARB and describe requirements starting in Section 8 to maintain the appearance and livability of Village Green.)

WHEREAS, CENTEX REAL ESTATE CORPORATION, referred to herein as the "Developer", is the owner of certain lands located within a planned community development known as Village Green Subdivision; and

WHEREAS, the Developer desires to impress appropriate covenants, conditions, restrictions and easements upon such portion of Village Green for the purpose of protecting the value and desirability of said lands;

NOW, THEREFORE, the Developer for and in consideration of the premises and other good valuable consideration does hereby declare that the covenants contained herein shall be covenants running with the land and shall apply to that real property described herein and such additions thereto as may hereinafter be made pursuant to the terms hereof; and said property shall be held, transferred, sold, conveyed, given, donated, leased, occupies and used subject, among others to the covenants, restrictions, conditions, easements, charges, affirmative obligations and liens, hereinafter referred to as the "Covenants", as herein set forth.

Section 1. Property subject to these Covenants. The real property which is and shall be held, transferred, sold, conveyed, leased and occupied subject to the Covenants, is located in Charleston County, South Carolina and is shown on map recorded in Plat Book CK, Pages 74 and 120 in the RMC Office for Charleston County.

Village Green Homeowners Association – Covenants Text

Section 2. Village Green Homeowners Association, Inc. (This section sets the VGHOA as the vehicle to enforce the Covenants.) Developer has caused to be incorporated under the laws of the State of South Carolina, a non-profit corporation (hereinafter referred to as the "Association"), for the purpose of providing a vehicle for the orderly developments and the preservation of values of the community of Village Green of which the property described in Section 1 hereof is a part, by administration and enforcement of these Covenants and the Declaration of Covenants, Conditions, Restrictions for Village Green as recorded in the RMC Office for Charleston County in Book P223 , at Page 336 (herein referred to as the "Master Declaration").

Section 3. Definitions. (This section reinforces the Lot and Owner definitions previously set forth in the first Declaration.) The following terms shall be defined as stated below:

a. "Lot" shall mean and refer to any plot of land, with delineated boundary lines, shown upon any recorded subdivision map of the Properties with the exception of any Common Area, Greenway, Common Open Space, Community Recreational Facilities, Playground Areas, Detention Areas, street or ponds shown on any recorded map. In the event any lot is increased or decreased in size by re-subdivisions, through recordation of new subdivision plats, any such newly platted lot shall thereafter constitute a lot for the purposes of this Declaration.

b. "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 and owners of an equity of redemption, but excluding those having such interest in a lot solely as security for the performance of an obligation.

Section 4. Additions to Existing Property. (This section allows future subdivisions to fall under the Covenants.) The Developer, its successors and assigns, shall have the right, without further consent of any owner, mortgagee, lien holder therein or any other person, to bring within the plan and operation of these Covenants additional properties in future stages of the development which may be joined together with those properties previously developed to form a subdivision to be known as Village Green subdivision. The additions authorized under this section shall be made by filing of record a supplementary declaration of covenants with respect to the additional property which shall extend the operation and effect of these Covenants to such additional property. Such properties must be owned by Developer and be contiguous to properties previously subjected hereto.

The supplementary declaration may contain such complementary additions and modifications of the covenants and restrictions contained in these covenants as may be necessary or convenient in the judgment of the Developer to reflect the different character, if any, of the added properties.

Section 5. Residential Use of Property. (This section required single family homes for residential use only be built at two and a half stories maximum and over 1000 sq. ft.) All Lots shall be used for residential purposes only and no structure or building shall be erected, placed, altered or permitted to remain on any Lot other than one single-family dwelling, not more than two and one-half stories in height, and any accessory structures customarily incident to the residential use of such lots.

Section 6 . Dwelling Size. No single-family dwelling costing less than \$25,000.00 shall be permitted on any lot in the tract. The minimal heated square footage of a dwelling may not be less than 1000 square feet of heated area. Building cost to be based on cost of January 1, 1993. (It being the intention to require in each instance the erection of such building as would have cost not less than the minimum cost provided if same had been erected in January 1993).

Section 7. Setback and Building Lines. Subdivision of Lots, Corner Lots, Architectural control. (This section established the Architectural Control Committee during construction of homes. All lots have been built.)

a. Setback and Building Lines. Each dwelling which shall be erected on any Lot shall be situated on such Lot in accordance with the building and setback codes of the Zoning Ordinances of the City of Charleston, South Carolina, as amended. However, in each case individual setbacks and sidelines must be approved by the Architectural Control Committee for its aesthetic value and the Architectural Control Committee may require a greater setback so long as the required setback does not violate the setback requirements of the City of Charleston, South Carolina. In certain cases, the Architectural Control Committee may require an owner to seek a variance from the City of Charleston, South Carolina if necessary to protect important trees, vistas or to preserve aesthetic value.

b. Subdivision of Lots. No portion of any Lot shall be sold or conveyed except in the case of a vacant Lot the same may be divided in any manner between the owners of the Lots abutting each side of same. Also, two continuous Lots, when owned by the same party, may be combined to form one single building Lot. In either of the two instances

Village Green Homeowners Association – Covenants Text

cited above, the building line requirements as provided herein shall apply to such Lots as combined. Nothing herein shall be construed to allow any portion of any Lot so sold or conveyed to be used as a separate building Lot. No Lot shall be split, divided or subdivided for sale, resale, gift, transfer, or otherwise without consent of the ARB except as provided for in this section.

c. Corner Lots. In the case of a corner lot, the house may be placed diagonally across the Lot so as to face the corner of any two streets and, if so placed the setback restrictions are hereby amended to provide that such house shall be located at least ten (10') feet from all street lines.

Section 8. Architectural Control. (This section establishes the ARB (Architectural Review Board) and sets guidelines for applying, receiving and approving ARB request. These requirements have been streamlined and there currently is no Fee for applying.) No reconstructions, remodeling, alteration or addition to any structure, building, fence, wall, driveway or improvement of any nature shall be commenced without obtaining the prior written approval of the Architectural Review Board, sometimes referred to as the "ARB" as to location, plans and specifications.

As a prerequisite to consideration for approval, and prior to beginning the contemplated work, a complete set of building- plans and specifications showing the nature, kind, shape, heights, materials and location of same shall be submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Architectural Review Board of Directors of the Association. In the event said ARB 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. The Association shall have the right to charge a reasonable fee for receiving each application in an amount not to exceed \$50.00. The ARB shall not approve any alterations, decorations or modification which would jeopardize or impair the soundness, safety or appearance of any Lot or the Common Area. The ARB shall be the sole arbiter of plans and may withhold approval for any reason, including aesthetic considerations. Upon given approval construction shall be started and prosecuted to completion, promptly, and in strict conformity with such plans. The ARB shall be entitled to stop any construction in violation of these Covenants in accordance with Section 31 hereof. No previously approved building or structure shall be used for any purpose other than for which it is originally approved.

In addition to the Architectural Guidelines, and not as any limitation thereof, the following restrictions shall be applied to the lands subject to these Covenants. **(The following gives the ARB authority in exterior color scheme, finish and structure of buildings, fences, lot elevations, house numbers, temporary structures and more as indicated in this and Sections 9 through 29.)**

a. The exterior color scheme shall be regulated by the Architectural Review Board and specified in the Architectural Guidelines. **(Covers exterior color schemes.)**

b. The exterior finish of all buildings and structure shall be regulated by the Architectural Review Board. The same materials utilized for the exterior and roof of the residence shall also be used for the garage or other building erected on the Lot. **(Any approved attached, or outbuilding, must have the same exterior and roof as the home.)**

c. Fences may be erected on the Lots, extending from the rear corners of a dwelling around the rear of a lot and shall not exceed six (6') feet in height, provided, however, that the portion of a fence facing the street shall be of an ornamental nature, consisting of wood, brick or other permitted material. Chain link fences shall not be allowed. All fences must be approved, in writing, by the Architectural Review Board, to installation thereof. **(All fences must be approved.)**

d. No Lot Owner shall change the elevation of his Lot in such a way as to adversely affect adjacent Lots.

e. Each dwelling shall be harmonious and compatible with surrounding residences and topography.

f. Each dwelling shall have affixed thereto a prominent display of the appropriate house number in manner prescribed by the ARB in the Architectural Guidelines. **(Usually, on the home by the entrance or on the garage entry.)**

Section 9. Use of Outbuilding and Similar Structures. No structure of a temporary nature shall be erected or allowed to remain on any Lot, and no trailer, shack, tent, garage, barn or other structure of similar nature shall be used as a residence, either temporarily or permanently. **(No temporary structures are allowed.)**

Section 10. Sign Boards. No sign board shall be displayed except "For Rent" and "For Sale" , which signs shall not exceed six square feet in size. No more than two (2) signs shall be displayed on one Lot at the same time. All signs must be of a design and locations approved by the Architectural Review Board.

Village Green Homeowners Association – Covenants Text

Section 11. Antenna. No radio or television transmission towers or antenna or dishes shall be erected within restricted property and only the customary receiving antenna which shall never exceed ten (10') feet in height above the roof ridge line of any house is allowed.

Section 12. Mining. No Lot or portion thereof shall be used for any mining, boring, quarrying, drilling, removal of, or any other exploitation of subsurface resources with the sole exception of subsurface water.

Section 13. Air and Water Pollution. No use of any Lot (other than the normal use of residential fireplaces and residential chimneys) will be permitted which emits pollutants into the atmosphere, or discharges liquid or solid wastes or other harmful matter into any waterway in excess of environmental standards applicable thereto, to be established by the ARB, which standards shall at a minimum meet the requirements of federal and state law and any regulations thereunder applicable to the Property. No waste or any substance or material of any kind shall be discharged into any private or public sewer serving the Property, or any part thereof, in violation of any regulations of the State of South Carolina or any private or public body having jurisdiction. No person shall dump garbage, trash or other refuse into any waterway on or immediately adjacent to the Property.

Section 14. Disposition of Trash and Other Debris. (Trash and recycle cans must be kept out of sight.) Trash, garage or other waste shall be kept only in sanitary containers. No owner shall permit or cause any trash or refuse to be kept in any portion of a Lot other than the receptacle customarily used therefore which, except on the scheduled day for trash pickup, shall be located only in garage or patio. At all other times such containers shall be stored in such a manner that they cannot be seen from any adjacent and surrounding property. Except during construction by Developer, no lumber or metals, bulk materials, refuse, or trash shall be kept, stored or allowed to accumulate on any Lot for any approved structure, unless such materials are screened from a view in a manner approved by the ARB. During the course of construction, it shall be the responsibility of each owner to ensure that construction sites are kept free of unsightly accumulation of rubbish and scrap materials, and that construction materials, trailers, shacks and the like are kept in a neat and orderly manner. No burning of any trash and no accumulation or storage of litter or trash of any kind shall be permitted on any Lot.

Section 15. Aesthetics , Nature Growth, Fences, Screening, Underground Utilities Service. Any removal of trees must comply with the provisions of the City of Charleston tree ordinances. Garbage cans, equipment, coolers or storage piles shall be walled in to conceal them from the view of neighboring Lots or streets. All residential utility service and lines to residences shall be underground. All fuel tanks must be buried or walled from view, as aforesaid. No fences, awnings, ornamental screens, screen doors, sunshades or wall of any nature shall be erected or maintained on or around any portion of any structure or elsewhere within a Lot, easement or other common area so designated, except as such are installed in accordance with the original construction of the Lots, and any replacement thereof, or as are authorized and approved by the ARB.

Section 16. Animals. No animals, rodents, birds, fish, livestock or poultry shall be raised, bred or maintained on any Lot, except that domestic dogs, cats, fish and birds inside bird cages, may be kept as household pets within any structure upon a Lot, provided they are not kept, bred, raised therein for commercial purposes, or in unreasonable quantities. As used in these Covenants, "unreasonable quantities" shall be deemed to limit the total number of all dogs, cats and birds to two (2) per Lot. All pets must be under the control of a responsible person and obedient to that person's command at any time they are permitted outside a house or other dwelling or enclosed area.

Section 17. Prohibition of Commercial Use. No trade or business of any kind or character nor the practice of any profession, nor any building or structures designed or intended for any purpose connected with any trade, business or profession shall be permitted.

Section 18. Minor Agricultural Pursuits. Minor agricultural pursuits incidental to residential use of the Lots shall be permitted provided that such pursuits may not include the raising of crops intended for marketing or sale to others.

Section 19. Changing Elevations. No Lot shall be excavated or earth extracted therefrom for any business purpose. No elevation changes shall be permitted which materially affects grade of surrounding Lots.

Section 20. Easements. Lots subjected to this Declaration shall be subject to those easements, if any, shown as set forth on any recorded plat thereof. Also, easements for installation and maintenance of utilities and drainage facilities are hereby reserved over five (5') feet of each side line of each Lot and over the rear five (5') feet of each Lot subjected to this Declaration. Within these easements, no structure, planting or other material shall be placed or

Village Green Homeowners Association – Covenants Text

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 of the Lot, except for those improvements for which a public authority or utility company is responsible.

Section 21. Maintenance Required by Owner. (Landscaping, exterior appearance, painting, etc. needed to keep a home in good order is required by ARB Guidelines.) Each Owner shall keep all Lots owned by him, and all improvements therein or thereon, in good order and repair, including but not limitations, the seeding, watering and mowing of all lawns, pruning and cutting of all trees and shrubbery and the painting (or other appropriate eternal care) of all buildings and other improvements, all in a manner and with such frequency as is consistent with safety and good property management.

On March 16, 1993 the following Section 22 was amended as shown below this original Section.

Original Section 22. Wetlands and Detention Areas. Any portion of a Lot within the wetlands boundaries as shown on the recorded plat of Village Green shall be subject to conditions and restrictions concerning the use of wetlands as regulated by the appropriate governmental authorities and agencies, including the United States Army Corps of Engineers and the South Carolina Coastal Council. The property shown as the detention Areas on recorded plat shall be owned by the Association and the use of such areas shall be governed by rules and regulations enacted by the Association and also by any conditions and restrictions imposed on the use of the agencies, including the United States Army Corps of Engineers and the South Carolina Coastal Council.

Revised Section 22. Wetlands and Detention Areas. (This Revised Section requires maintenance of all ponds by the HOA including at some future date removing sediment.) Any portion of a Lot within the wetlands boundaries as shown on the recorded plat of Village Green shall be subject to conditions and restrictions concerning the use of wetlands as regulated by the appropriate governmental authorities and agencies, including the United States Army Corps of Engineers and the South Carolina Coastal Council. The property shown as the Detention Areas on recorded plat shall be owned by the Association and the use of such areas shall be governed by rules and regulations enacted by the Association and also by any conditions and restrictions imposed on the use of said areas by the agencies, including the United States Army Corps of Engineers and the South Carolina Coastal Council.

The Homeowners Association shall be responsible for periodic maintenance of the detention ponds. Periodic maintenance includes mowing of grass along the top of bank and the side slopes along with removing weeds or other vegetation growth in the pond. Further periodic maintenance shall include removing trash accumulated in the pond and removal of any obstruction blocking the outlet structures in the form of vegetation, trash or sediment.

The Homeowners Association will also be responsible for removing excessive sediment build-up in the pond that may occur over a period of time, resulting in the pond not to perform in a manner acceptable to S.C. Coastal Council or City Charleston guidelines and regulations. Except as hereby amended, said' Supplementary Declaration shall remain in full force and effect.

Section 23. Use of Model Homes. (No more models.) Notwithstanding any other provision of this Declaration, the Developer during such time as it shall continue to be the owner of any Lot, may use its Lots for the purpose of building thereon a model home or model homes, and/or sales information centers, which may be exhibited to the public and to which the Developer shall be entitled to invite the public to inspect the said sample house or houses and from which the Developer may disseminate to the public sales information in Village Green subdivision. Such activities shall not be construed as a violation of these covenants.

Section 24. Outside Drying and Laundering. No clothing or household fabrics shall be hung in the open on any Lot unless the same are hung from and umbrella or retractable clothes hanging devise which is removed from view when not in use.

Section 25. Fireworks and Use of Firearms. The sale and use of fireworks of any kind whatsoever on the Property is prohibited. The use of or discharge of firearms of any kind whatsoever is prohibited. Hunting of any kind, and by any method, including, but not limited to, firearms, traps, snares, bow and arrows, or manually propelled missiles is prohibited.

Village Green Homeowners Association – Covenants Text

Section 26. Prohibition Against Offensive Conduct or Nuisance. No noxious, offensive, or illegal activity shall be carried on upon any Lot described in Section I hereof, nor shall nothing be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood by the course Owners thereof. However, the Developer is allowed to burn on site during the construction as allowed by local ordinance.

Section 27. Chemical Fertilizers, Pesticides, or Herbicides. No commercial chemical fertilizers, pesticides or Herbicides, other than those approved by the Association shall be used on any Lot of any portion of the Common Area. This provision in no way limits the use of those products which are readily available for consumer use and approved by any agency, such as the Food and Drug Administration, for the purpose intended, provided however, that said chemical products are not harmful to, nor will adversely affect, aquatic growth, or marine and animal life, and said product is to be labeled by such agency as harmless to said plant and animal life.

Section 28. Parking Restrictions and Use of Garage. (This is enforced by the City.) No automobile shall be parked or left on any street overnight or on any property shown on the Plat of Village Green Subdivision other than a driveway or within a garage. Garage doors, if any, shall remain closed at all times excepting when entering and exiting.

Section 29. Other Vehicle and Trailer Parking. (This section prohibits recreational and commercial vehicles from street parking or parking on a front or side lot of the home, in view, for more than 3 days.) Except as provided herein, no trailer, trailer house, recreational vehicle, mobile home or habitable motor vehicle of any kind, boat and boat trailer, school bus, truck (other than "vans" or "pick-ups" of less than one-half ton) or commercial vehicle shall be brought upon or habitually (for more than three nights) parked overnight, whether on any street or on the front or side of any lot. Such vehicles may be stored upon the rear of the Lot only if screened from view of surrounding lots and streets in a manner approved by the ARB. Nothing contained herein shall be considered to prohibit the use of portable or temporary buildings or trailers as field offices by contractors during actual construction in Village Green Subdivision, provided the same are approved by the ARB.

Section 30. Applicability. The foregoing restrictions, conditions, easements and covenants are not applicable to any lands owned by the Developer in Charleston County or elsewhere, other than the Lots shown on the Plat of Village Green Subdivision described in Section 2 hereof, and to those Lots that may, from time to time as hereinabove provided, be made subject to these Covenants by supplemental declaration.

Section 31. Violation. (This section allows any person with an ownership interest to pursue another homeowner if they feel their rights are impinged by another homeowner under these violations.) If any person, firm or corporation shall violate or attempt to violate any provisions of these Covenants, it shall be lawful for any person, firm or corporation owning any of the Lots or having any interest against the person, firm or corporation violating or attempting to violate the same, and either to prevent it, or them from so doing, or to recover damages or other dues for such violation, but no such violation shall effect a reversion of title. The party enforcing these Covenants shall be entitled to recover attorney's fees and expenses if he prevails.

In addition, to the rights and remedies hereinabove enumerated, and not as any limitation thereof, if the Association Board of Directors determines that any provision of these Covenants has been violated, the Association Board of Directors may, in its discretion, seek appropriate relief at law or equity to assure that the purpose of these Covenants are fulfilled.

Failure to enforce any of these covenants shall not be deemed as a waiver of the right to do so.

Section 32. Severability. Invalidation of any of these covenants shall in no way affect the validity or enforceability of the other covenants, which will remain in full force and effect.

Section 33. Duration and Amendment. These covenants shall bind all persons claiming any interest in the land and run with the land for a period of twenty-five (25) years from the date of recording, after which time they shall be automatically extended for successive periods of ten (10) years unless an instrument signed by seventy-five (75%) percent of the owners (multiple Owners of a single Lot shall be one (1) vote among them) of Lots has been recorded terminating these Covenants.

Amendment shall be by written instrument signed by a majority of the owners (multiple Owners of a single Lot shall have one (1) vote among them, and the Developer shall have one (1) vote for each

Village Green Homeowners Association – Covenants Text

Lot it owns), provided, however that the proposed amendment shall first be approved by a majority of the Board of Directors of the Association. Upon property execution, this instrument shall be filed in the Office of the Register of Mesne Conveyance for Charleston County, South Carolina.

So long as the Developer has the right to amend these Covenants by casting a majority of said votes, no amendment shall be made without first .obtaining the approval of the Veterans Administration and the Federal Housing Administration. Such VA/FHA approval shall be conclusively established by appendage to the recorded instrument of an affidavit by the Developer stating that prior VA/FHA approval has been granted.

IN WITNESS WHEREOF, the undersigned Centex Real Estate Corporation has caused these presents to be executed by its duly authorized officers this *9th* day of February, 1993.