



POLLY POINT PLANTATION
BUILDING POLICIES & DESIGN GUIDELINES

Effective November 9, 2019

POLLY POINT PLANTATION BUILDING POLICIES AND DESIGN GUIDELINES

This publication contains the regulations and guidelines for use by the POLLY POINT PLANTATION Design Review Committee (DRC) to evaluate proposed residential construction at Polly Point Plantation. The specific purpose of the publication is to assure high quality residential design combined with a fine blend of diversity and compatibility with the natural environment and neighboring structures.

The DRC derives its authority from The Declaration and Covenants, Conditions and Regulations of Polly Point Plantation Property Owners Association. This includes the right to grant variances to these guidelines in cases where hardship is a factor or an exception to the rules is justified by unique or extreme circumstances. All residential property owners are subject to this authority by deed.

These Policies & Guidelines have been drawn up to be fully consistent with and reflect the requirements of the following municipal and State laws:

- A. The South Carolina Coastal Zone Management Act
- B. The State Board of Architectural Examiners Regulations contained in SC Code of Laws, Title 40, Chapter 3. Introduction

I. POLLY POINT PLANTATION

POLLY POINT PLANTATION (PPP) is a unique residential community on Wadmalaw Island. From the riverfront through the marshes to the heavily wooded interior, this community possesses great natural beauty. **OUR OBJECTIVE IS TO RESPECT AND ENHANCE THIS NATURAL BEAUTY THROUGH SENSITIVE AND THOUGHTFUL DEVELOPMENT.** Screening of all homes and auxiliary buildings from roadside view supports the natural surroundings of the community. The first house a property owner should see upon entering the Polly Point community, should be his/her own.

II. DESIGN REVIEW COMMITTEE (DRC)

The Design Review Committee is a standing committee of the Polly Point Property Owners Association (POA) Board of Directors. It consists of members appointed by the President. All voting members of the DRC volunteer for this responsibility. All voting members shall have equal votes, with a simple majority needed for approvals.

It is the mission of the DRC to review and approve plans for home construction and/or modification within POLLY POINT PLANTATION. This responsibility extends to and includes the external appearance of building as well as landscaping. The DRC does not concern itself with internal house design.

All property owners are required to conform to the Declaration of Covenants, Conditions and Restrictions for Polly Point Plantation. In addition, owners must comply with the PPP Building Policies and Guidelines. These documents address proposed changes to a parcel's topography and natural vegetative cover, new building construction, and external changes or modifications to an existing structure.

Exceptions to the policies and procedures will be granted when there are reasonable extenuating circumstances. All new home construction in the PPP must be reviewed and approved by the DRC.

These Policies and Guidelines have been prepared to assist home site owners, their architects and contractors in the DRC review process. It contains the guidelines for residential development in the community as well as a description of the review procedure, required exhibits, etc. It also contains examples of the review forms which, when filled out, provide the DRC with the basic information needed for review.

The DRC must maintain a written file of all communications dealing with each home site that may be reviewed at any time by the property owners. The DRC does not assume any responsibility and/or liability for structural design, material sufficiency, or damage to other property. The DRC also does not enter into disputes, nor act as an intermediary between property owners and their contractors.

III. SITE DEVELOPMENT GUIDELINES

The major goal of the Polly Point DRC is the successful integration of man-made structures within the natural island environment. Residential development must be appropriate for the site. These guidelines have been established to assist the property owner in making site development decisions.

A **Pre-Development meeting** between the DRC, property owner or designated representative and general contractor, if selected, is required prior to the costly development of building plans.

A. Site Plan:

The Site Plan represents the first definitive step that the prospective homeowner takes with their property and the key elements of their new home.

A complete Site Plan, for purposes of DRC review and acceptance, includes several required elements:

The first requirement is a Tree and Topographical Survey, which must be prepared by a licensed surveyor or registered engineer. It must be prepared within the 18-month period preceding the submittal date of the Site Plan to the DRC. This site plan should identify and label the location of the base flood elevation, which should be staked and marked prominently on the lot.

The second requirement of the Site Plan is to show the location of the proposed residence and all other structures on the lot. All trees to be removed must also be designated on the site plan. This requirement should be met early in the owner's conceptual planning. It is first required, along with the Tree and Topographical Survey, as part of the submission of preliminary review.

The site plan must also include any proposed construction road and/or permanent driveways planned.

B. Setbacks:

The following setbacks are required: The minimum front setback requirement shall be one hundred feet (100) off of Polly Point Road. This refers to Houses, Garages etc., but does not pertain to fencing. Corner properties fronting on two different streets shall observe 50' setbacks from each street side property line. The minimum side and rear yard setback shall be 25 feet, and includes structures such as houses, garages etc. Decks, overhangs, open decks, porches and steps follow the same setback restrictions. In addition, the minimum setback for structures abutting the marsh shall be 75 feet from the SC DHEC-Office of Ocean and Coastal Resource Management critical line, or the lot line, whichever is landward. Driveways must conform to setbacks as well.

IV. BUILDING DEVELOPMENT ELEMENTS AND GUIDELINES

1. Building Size and Height:

The minimum size house for all lots is 1850 square feet of heated and cooled living space, exclusive of garages, screened porches, covered decks, open decks, porticos and storage space.

All family residences in PPP shall be limited to three stories (excluding under residence parking) and may not exceed a maximum height of fifty (50) feet above ground level when measured from ground to roof peak.

2. Driveway Design:

The owner will already have outlined the general path for the driveway as part of the site development plan. Driveway connections to the street are limited to one per residence. The area of the driveway should be kept to a minimum. Driveways and off-street parking should not be overly apparent from the street. Gates should be at least 35 feet from the road and screened from view. Front entry garages are discouraged. Homeowners and architects must be aware of this restriction early in the planning stage so that side or rear entry garages can be incorporated into the initial design.

The driveway approach should be carefully integrated into the grading and landscaping scheme with gentle curves presenting a natural path through the site. Straight driveways are not permitted. Off-street parking spaces must be treated in the same manner. These should be integrated into the driveway path and screened from view. Driveways can be either left natural, paved with asphalt, concrete exposed aggregate, concrete or constructed of crushed stone, shells or other aggregates.

3. Architectural Details:

Completing the overall aesthetic appearance of the house are the elements of building articulation including exterior material and details and the exterior colors. The use of wood, approved fiber-reinforced cement sidings, muted color brick, or stucco as the dominant exterior wall material is permitted. Vinyl or aluminum siding is not allowed.

Wood shingles and shakes are discouraged because of fire hazards. All roof accessories such as vent stacks, roof vents and vent fans shall be painted to coordinate with the house colors and located, if possible, at the rear side of the roof. Approved types of metal roofs may be permitted and will be reviewed on a case-by-case basis. Roof color that blends into the natural environment is encouraged. Windscreens must be used on all chimney caps since exposed metal flues are not permitted.

Open areas in the perimeter foundation of the house and open areas under decks, stairways, etc. must be enclosed/screened with lattice or wood louvers. Alternative visual screening using earth berms and/or landscaping must be detailed in the landscape plan.

4. Material and Colors:

Exterior colors and material textures should be selected to blend with the natural surroundings. Bright pigmented colors are not acceptable.

Because colors are essential to the overall aesthetic of the homes, the DRC requires color samples of exterior colors and materials including siding. Trim, brick, roofing, stucco and latticework selected are to be submitted with actual samples of materials to be used and must cover all exterior surfaces. No exposed cinder block surfaces are to be visible.

5. Service Area Requirements:

Separate garages may not encroach into lot setbacks and should be positioned away from adjacent properties, particularly private living areas and bedrooms. In addition, areas for air conditioning equipment, garbage cans, lawn equipment and general storage should not encroach into lot setbacks. They must be an integral part of the house structure and screened with lattice or louvered panels and softened with landscaping on all sides in order to conceal these areas from view.

6. Swimming Pools

Swimming pools, spas, hot tubs and associated decking, fencing, benches, must comply with the setback requirements. These facilities are not permitted on the street side of the residence. All plumbing equipment must be screened from view.

All swimming pools, spas, and hot tubs built at ground elevation must be enclosed by fencing, a minimum of four feet (4') high above the top of the pool wall or surrounding deck. The design of the fence should discourage entry by small children and animals. The design should complement the residence. Chain link fences are not allowed. Landscaping must be provided to soften the impact of the enclosure around the pool. As an alternative to ground level fencing, the DRC will allow mechanically/electrically operated pool safety covers of adequate strength.

7. Exterior Lighting:

Exterior lighting is needed primarily for safety and utility. What is to be carefully avoided is excessive exterior lighting that results in light pollution (glare, urban sky glow) and light trespass (light intrusion on neighbor's property).

The DRC requires locations of all light fixtures proposed for exterior use on buildings or as a part of landscape development be submitted as part of the Conditional Review. The following policies must be adhered to:

1. All exterior lighting, including landscape and accent lighting must be so designed and located as to preclude direct sight of the light source from beyond property lines.
2. Lights should be used under soffits and at entry points. Floodlights may not be used for general area lighting but must serve a particular lighting purpose such as lighting a garage entrance. Floodlights may not be used above the first floor living area. In any case, only floodlights with large deep hoods will be approved and these fixtures must be aimed down to prevent light from spilling onto adjacent lots, open areas or streets.
3. Driveway lights must be close to the ground and hooded or louvered. They must serve the purpose of driveway lighting only. Low voltage fixtures are recommended.
4. Appropriate but limited landscape lighting will be permitted. Landscape lighting must generally be "down-lights", with "up-lights" reserved for truly great specimen trees only.
5. Use of the minimum power bulbs that will serve the particular lighting purpose is required.
6. Shielding is particularly important for pier lighting. All lighting installed on piers must be shielded in such a way so that the light source cannot be visible horizontally. Lighting on piers must be approved by the DRC and low wattage fixture and bulbs are recommended.

8. Seawalls, Bulkheads, Docks:

No seawalls, bulkheads, other marsh erosion control structures or docks may be constructed without prior approval by the DRC. Approval must also be obtained from the governmental agencies responsible for monitoring this type of construction activity, including the SC DHEC-Office of Ocean and Coastal Resources Management. Property owners must maintain their seawalls, bulkheads, and docks in good condition at all times. Docks and approved dock corridors must be approved by the DRC. (See Appendix VII) Drawings submitted to the DRC must be prepared by a professional dock builder.

9. Landscaping:

Care should be used in the selection of plants for size, tolerance of the salt-air environment and resistance to drought and wildlife. Because of the rapid drying rate of the sand soil on Polly Point, irrigation systems are encouraged. Landscaping and irrigation systems should be designed to minimize water usage. The landscape design must also include specific information regarding the proposed site grading and drainage pattern and all proposed fill areas. Excess runoff from the house and paved areas should be directed away from adjacent lots and/or retained on site or directed to existing drainage structures. Care should be taken to preserve natural vegetation along perimeters of the individual lots (see setbacks) in an effort to provide a natural buffer from adjacent residences and street. Any removal of vegetation must be approved by the DRC, and replacement may be required.

1. TREES AND DISTINCTIVE FLORA SHALL NOT BE INTENTIONALLY DESTROYED OR REMOVED WITHOUT THE PRIOR WRITTEN PERMISSION OF THE DRC. NO LOT CLEARING, FILLING, GRADING OR TREE REMOVAL IS ALLOWED UNTIL PLANS HAVE BEEN APPROVED FOR THE PRELIMINARY REVIEW BY THE DRC. Landscaping should be used to screen views of the house, provide privacy, screen unsightly areas, and add interest to the home. Basic requirements include screening home from the street, screening HVAC and service area locations (generators, etc.), screening guest parking from the street and from adjacent lots. Heavy landscaped buffers must be established between houses. Plants used for screening and buffers should be a minimum of five feet tall. Earth mounds of berms can add interest to a finished landscape; however they should be designed to blend in naturally with the existing topography of the site. Maximum use of existing plants in the landscape plan is encouraged. Use of native vegetation will enhance the property. Every reasonable effort must be made to provide positive physical protection to trees not scheduled for removal.

2. Landscape Plants - Some plants are native to low country woodlands while others reflect the characteristics of native plants. Experience indicates these are best suited for the Wadmalaw Island environment. Maximum use of existing plants is encouraged.

10. Miscellaneous:

Patios, Courtyards, Fences, Walls and Gates: The design of patios, decks and terraces must be coordinated with the design of the residence. These spaces can provide a high degree of privacy when bordered by appropriate landscape that should provide screening. Fences are not ordinarily permitted on Polly Point Plantation, with the exception being three-rail white vinyl horse fencing on lots equal to or exceeding 5 acres. Any other fencing must be approved by the DRC. Chain link fencing is not acceptable. All fences shall be approved by the DRC prior to installation. Gates must be completely screened from the road.

Playground Equipment and Yard Ornamentation: Recreational and playground equipment, including basketball backboards and other such facilities must be screened from the road and neighbors. Yard ornamentation that can be seen from the road such as statuary, accent benches, fountains, etc. must receive approval prior to installation. Watercraft, trailers, and lawn equipment must be screened from the road. Trailers, boats, etc. should be parked toward the rear of the lot (behind house) whenever possible and not stored more than seven (7) days in front of the home.

Signs: Occasionally, legal notices, as required by legal proceedings and For Sale signs may be posted on residential property for short periods of time (<120 days). They should be also of standard size (standard size – 20 inches x 28 inches or smaller)

Mailboxes: The approved design for Polly Point mailbox installations is located in Appendix XIV. Mailboxes that are badly faded must be replaced or repainted upon request of DRC. Similarly, mailbox posts must be kept straight and in good condition. Plantings around mailboxes are discouraged because of the interference with mowing and maintenance. Mailboxes and posts may not be decorated except for tasteful decorations for holidays. They should be removed promptly after the holiday has passed.

11. Drainage:

No lot owner may change or alter the landscaping, slope or elevation of their lot in such as manner as to increase or decrease the natural flow of runoff water from their lot. This refers to any changes made after day of original purchase. This also included re-channeling or moving of any natural creeks, drainages or waterways on your property.

12. Well and Septic Placement

The homeowner and/or architect will mark their preliminary plot plan to show their originally proposed Septic system and water well. The DRC is aware that these locations may change subject to either DHEC or your well driller finding suitable locations to find underground water

V. DESIGN REVIEW COMMITTEE PROCESS:

When the owner of a home site decides to build a residence in Polly Point, they should begin by familiarizing themselves with the requirements of the Protective Covenants and these DRC Policies and Guidelines, and ensure that all assessments have been paid in full. The DRC will not review plans, changes or remodeling for houses or docks if there are unpaid assessments on the subject property.

A prerequisite to starting the formal review process is a meeting between the DRC Administrator, the property owner and the general contractor (if selected). (The property owner may designate an alternate to represent him or her.) This meeting must take place prior to presentation of any formal building plans or land clearing. This pre-development meeting has several objectives:

- To conduct a joint visit to the building site in order to provide a mutually understood basis for further planning;
- To clarify any applicable restrictions such as set backs, easements, grading requirements, height restrictions, lot coverage, identification and protection of distinctive trees, etc.

The formal review process itself consists of three phases: Preliminary Review, Building Start Review and Final Inspection. Owners, architects, landscape architects and builders are encouraged to attend DRC meetings at which their plans are to be presented. All plans submitted to the DRC for review and approval must be prepared and sealed by a licensed architect.

All contractors performing residential construction work must be licensed by the State of South Carolina. Alternatively, an owner may serve as his or her own general contractor, but must be as available to the DRC as any responsible licensed contractor would be under similar circumstances. All submittals for Preliminary Review shall be made in duplicate. Each shall be accompanied by a written request for review signed by the owner or the owner's agent. Submittals for Building Start Review shall be made in duplicate. Submittals that do not have the required exhibits or which are not legible will be rejected and a written notice of missing requirements will be given to the homeowner within 7 days of their submittal. After all missing requirements are collected, the approval packet will need to be resubmitted.

If the property owner wishes to pursue a combined review, he must submit the request in writing with supporting material for a decision by the DRC. To assist further in this formal three-phase process, owners may ask the DRC to review their conceptual or schematic ideas/plans prior to preparing material for Preliminary Review. Such an informal review is entirely optional, but can give owners an early understanding of the process and what may or may not be acceptable to the DRC. Plans or sketches drawn to scale showing the site with house in place, rough floor plan and elevations are useful and can save time and money in the future. Owners/architects who wish to exercise this option should make arrangements with the DRC.

A. Preliminary Review:

The exhibits required for Preliminary Review are those traditionally called "Preliminary Plans." These drawings must be submitted in duplicate. Specifically, the following minimum drawings and information are required:

1. A separate Tree and Topographic plan, prepared and stamped by a registered land surveyor or registered engineer, at a scale of 1/8" = 1'0" or 1/10" = 1'0" showing all existing site features including topography, all trees in excess of 6" in diameter, and all groupings of smaller trees and shrubs with an aggregate spread of 10 feet (10') or more in diameter and any other pronounced site features.
2. The architect's or registered engineer's Site Plan, which may be superimposed on the Tree and Topographic Plan, must show natural elements, including major trees and shrubs, with those scheduled for removal marked with an 'X.' It must locate the footprint of the proposed residence, out buildings, the driveway and all features such as decks, patios, etc.
3. The Site Lot Area (Square Feet)
 - a. Building Area (Pervious decks, walks and driveways are not included)
 - b. Base Flood Elevation
4. A Preliminary architect sketch or photo of the proposed look and style of the home you wish to build and its stated building materials.
5. A building section at a scale of 1/4" = 1'0".
6. A completed Request for Preliminary Review form, accompanied by two sets of plot layout plans signed and sealed by the architect.

In addition to these required documents, the applicant is required to stake the major corners of the property. Trees and substantial vegetation, which are proposed to be removed, should be marked with an orange flag or tape. These markings should allow the DRC to generally locate the proposed residence. Driveway location must be marked also.

The lot owner must submit a non-refundable Architectural Review Fee (\$2500) with the preliminary documents. The preliminary documents will be used by the DRC for reviewing the appropriateness of the proposed residence. The DRC administrator will communicate in writing the DRC's review comments and requirements to the owner and architect.

If the preliminary plans are accepted, the architect may proceed with the drawings, incorporating the DRC's review comments and requirements in the final design.

B. Building Start Review:

The Exhibits required for the *Building Start Review* phase are the final working drawings and specification documents. These drawings must be submitted in duplicate. The following minimum drawings/documents/samples are required:

1. A final Site Plan showing all those items required for the preliminary review plus proposed new topography; location of exterior HVAC units and generators; all utility locations, meters, easements and proposed landscaping.
2. Final floor plans at a scale of 1/4" = 1'0" showing all pertinent information for a complete architectural plan.
3. Exterior elevations at a scale of 1/4" = 1'0" completely noted and detailed.
4. A wall section at a scale of 1/2" = 1'0" or larger and other details as deemed necessary to completely define the design and construction of the structure.
5. Complete specifications defining materials, finish & color with complete notations on the drawings, including catalogue cuts of all external lighting fixtures and storm/hurricane blinds.
6. A completed Request for Building Start Review form.
7. As part of the required submittals for Build Start Review, the owner or contractor must provide color samples of all exterior finishes of the residence, including, but not limited to:
 - a. Roofing material sample.
 - b. One 6" sample of siding. The DRC may occasionally call for larger samples of paint colors to be used on site for more graphic representation of the proposed color plan.
 - c. One 6" sample of exterior trim.
 - d. One 12" by 12" sample of stucco, if applicable.
 - e. Exterior Accents samples (brick steps, tile, etc.).

The DRC will review the Building Start submittal for completeness, compliance with the comments and requirements issued during Preliminary Review and with its Policies and Guidelines. As in the Preliminary Review, the DRC will send **written review comments** to the owner along with the modifications required prior to acceptance.

Prior to the release of Building Start approved plans as stamped by the DRC, the DRC will require that the owner of the proposed residence complete a *Construction Commitment* form and provide a refundable deposit of \$5,000. This deposit will be refunded, less any assessments levied, to the owner within 5-7

business days of the completion of the residence. In all cases, both the owner and the contractor will be notified immediately in writing about any assessments levied. If damages exceed the \$5000 deposit, the homeowner will bear responsibility for the entire cost.

DRC Building Start Approval of residence building plans is valid for a period of eighteen (18) months from the date the plans are stamped by the DRC Administrator. If after 18 months from Building Start Approval the owner wishes to pursue construction plans, the Review Process should be reinitiated. The Property Owner is advised that he/she is responsible for informing the Design Review Committee (DRC) if, at any step of the process, his/her plan deviates in any way from this Policies & Guidelines.

C. Final Review

The construction of the residence must be completed and the landscaping and site grading must be completed conforming to the plans previously approved by the DRC. As a checklist, the following items must be accomplished prior to the final inspection:

1. Complete and submit *Request for Final Review* to DRC Administrator
2. Complete construction and all painting.
3. Install landscaping.
4. Install mailbox per the prescribed Polly Point model in Appendix XIV.
5. Remove dumpster and job toilet from site.
6. Remove all temporary facilities and utility pole.
7. Remove Contractor/Architect sign.
8. Remove construction debris.
9. Repair any damage to right-of-way, common areas and adjacent properties. Owners must sod those areas of the right-of-way that have been damaged or destroyed during construction in accordance with the specifications.
10. Repair any damage to the roadway in front of the property or on access roads.

When the above items have been completed, the DRC must be contacted in writing to schedule a final inspection of the property. Deficiencies, which are noted during the final inspection, must be corrected by the owner within 30 days of receipt of a letter from the DRC outlining items in need of attention. The construction deposit of \$5,000, less any assessments, will be returned to the owner within 5-7 business days after final inspection approval.

VI. CONSTRUCTION SITE GUIDELINES

Guidelines have been established for the construction phase for residences of Polly Point Plantation. **It is the general contractor's responsibility to see that employees, as well as subcontractors, conform to these guidelines. In all cases, the property owner will also be held accountable by the DRC for the actions of the contractor with respect to the construction of the owner's residence.**

Signs:

Every construction job site must contain a sign identifying the architect, contractor and owner. The front of the sign (architect, contractor and owner information) shall face the street. The rear of the sign is to be used for posting permits and other applicable information. No signs shall be nailed or attached to trees. The design for required construction site sign is in Appendix XIII.

Sanitary Facilities:

Each construction site is required to have a temporary sanitary facility in place prior to commencement of any work. The facility must be located off the road right-of-way and screened from view from the road and adjacent lots.

Protection of PPP Roads and Rights-of-Way, Lot Features, Adjacent Lots:

During initial site clearing of a lot for construction, contractors must limit their access to the lot to the approved driveway location in an effort to protect the road shoulders in front of the lot and to preserve the natural growth along the front of the lot. To minimize tracking and washing of sand and dirt into the street and associated drainage system, a six-inch (6") deep base material of crushed gravel, stone, or mulch must be placed in the approved driveway location from the street to the lot line for a distance of twenty-five feet (25'), whichever is greater. Limestone base material or other fine aggregate, which track when wet, may not be used for stabilization.

Contractors are expected to make a reasonable effort to avoid tree roots while excavating for driveways and utilities. Contractors are responsible to ensure that all vehicles associated with the construction, including delivery vehicles, do not trespass upon properties adjacent to the job site.

Cleanliness:

All construction sites must be maintained in a clean and orderly condition. All construction materials must be kept within the property lines, maintaining a neat street right-of-way. No trash will be strewn about the lot. Burying or burning of trash and unused building materials are not allowed. The General Contractor is responsible for enforcing a no littering policy with subcontractors and laborers on site and along the roads of Polly Point.

Completion of Construction:

To minimize impact of construction activity on existing homeowners, all new residences must be completed within 18 months. The date of construction start shall be the date a valid building permit is issued to the general contractor responsible for construction. The date of construction completion shall be the date the Final Review is approved. Should the general contractor anticipate a longer construction period, he must obtain approval from the DRC at least thirty (30) days prior to the 18-month expiration date.

Enforcement of Construction Site Guidelines:

Construction sites will be inspected frequently for compliance with DRC approved Policies and procedures. Members of the DRC are authorized temporary access by PPP protective Covenants for purposes of such inspections. However, the DRC does not accept responsibility for monitoring construction to detect any deviation from approved construction plans. Failure by the DRC to detect or object to a noncompliance during the construction process does not relieve the owner of the obligation to correct the noncompliance.

APPENDICES

- I. DRC Review and Construction Fees
- II. Enforcement Fee Schedule
- III. Request for Preliminary Review
- IV. Request for Building Start Review
- V. Construction Commitment Form
- VI. Request for Final Approval
- VII. Recreational Docks, Piers and Access Walks
- VIII. Polly Point Right-of-Way
- IX. Modifications to Existing Structures / Additional Structure Construction
- X. Polly Point Tree and Natural Vegetation Removal Policy
- XI. Bush Hog / Clearing Approval Form
- XII. Tree Removal Approval Form
- XIII. Construction Sign Design Specifications
- XIV. Mailbox Design Specifications

I. DRC REVIEW AND CONSTRUCTION FEE SCHEDULE

- 1. New single-family homes:.....\$2500
(Non-refundable)
- 2. Construction Deposit.....\$5000
Refundable within 5-7 days of final review

II. ENFORCEMENT FEE SCHEDULE

Effective (Board Approval Date)

- 1. Significant damage to specimen or protected trees.....\$500/tree
- 2. Minor damage to specimen or protected trees (tree remains viable and relatively unchanged in appearance.....\$100/tree
- 3. Littered construction site.....\$50/ day
- 4. Dumpster on road right-of-way.....\$100/occurrence
- 5. Building materials or equipment on adjacent property.....\$100/occurrence
- 6. Vehicles parked on adjacent property.....\$100/day
- 7. Damage to roadways not repaired after 10 days.....Cost of repair
- 8. Gate Damaged by improper operation.....Cost of repair

III. Request for Preliminary Review

The following is to be filled out and signed by the Owner of the proposed residence. This form is to be accompanied by three (3) sets of preliminary drawings. Please note that approval during this review phase does not constitute approval for construction.

1. Lot: _____ Street Address: _____

2. Owner: _____ Address: _____

Telephone# _____

3. Architect: _____ Address: _____

Telephone # _____

4. Contractor: _____ Address: _____

Telephone # _____

5. Land Surveyor or Engineer _____

Address: _____ Telephone: _____

6. Landscaper: _____ Address: _____

Telephone # _____

7. Preliminary Drawing Checklist: _____

- ___ Site Plan showing proposed placement of house and out buildings
- ___ House sketch or photos to show style of home
- ___ Topographical survey
- ___ Tree survey
- ___ Driveway Plan
- ___ Proper setback lines (25' sides and 100' front)
- ___ Drainage plan
- ___ Preliminary Landscaping plans
- ___ Tree removal plan
- ___ Bush removal plan
- ___ Proposed well and septic locations
- ___ Pre-development Meeting on-site scheduled
- ___ Preliminary Design Committee Review fee of \$2500 submitted

As the Owner of the proposed residence, I hereby request that the Polly Point Plantation Design Review Committee review the attached drawings for Preliminary Review.

As owner(s) of the proposed residence, I will ensure that the Polly Point building policies and guidelines are followed and certify that I will construct the proposed residence in accordance with the plans submitted for preliminary review. In the event that the contractor fails to perform his contractual obligations, I will accept complete responsibility for completion of my residence.

Owner

Agent for Owner

Date

IV. Request for Building Start Review

The following is to be filled out and signed by the owner of the proposed residence. This form is to be accompanied by two (2) sets of final drawings. Approval during this review phase constitutes approval for construction, provided appropriate zoning and building permits have been obtained.

1. Lot: _____

Street Address: _____

2. Owner: _____

Address: _____

Telephone# _____

3. Architect: _____

Address: _____

4. Land Surveyor or Professional Engineer: _____

5. Contractor: _____

Address: _____

Telephone #: _____

6. Final Drawing Checklist:

- _____ Final Site Plan
- _____ Final Elevations
- _____ Specifications
- _____ Has the architect sealed the drawings?
- _____ Final Floor Plans
- _____ Final Wall Sections and Details
- _____ Landscaping Plan

- 7. _____ Estimated Square Footage
- _____ Heated/Cooled Area under Roof
- _____ Covered Decks, Porches, etc.

8. Exterior Finishes (describe fully):

Wall Material: _____ Color: _____

Trim Material: _____ Color: _____

Roof Material: _____ Color: _____

Other: _____

9 Samples Checklist

- ___ Shingles
- ___ Siding (6")
- ___ Trim (6")
- ___ Stucco (12" x 12")
- ___ Exterior Doors
- ___ Accents (Brick, Tile)

10. Spec House Owner's Residence

11. Date Submitted:

As the Owner of the proposed residence, I hereby request that the Polly Point Plantation Design Review Committee review the attached drawings for Conditional Review.

As the Owner of the proposed residence, I will ensure that the site construction guidelines are followed as established for Polly Point Plantation and certify that I will construct the proposed residence in strict accordance with the plans submitted for Conditional Review.

In the event the contractor fails to perform his contractual obligations, I will accept full responsibility for the completion of my residence.

Owner

V. Construction Commitment Form

The following is to be filled out and signed by the Owner and shall accompany the Building Start review application.

1. Block: _____ Lot: _____ Address: _____

2. Owner: _____ Phone: _____
Address: _____

3. Contractor: _____ Phone: _____
Address: _____

5. \$5,000 Owner Deposit Submitted: _____ Date: _____

6. Anticipated Date of Construction Commencement: _____

Estimated Construction Completion: _____

As the Owner of the proposed residence, I will ensure that my contractor follows the site construction guidelines established for Polly Point Plantation and certify that the proposed residence will be constructed in strict accordance with the plans submitted for Building Start Review. Any failure on my part to do so will entitle the Polly Point Plantation POA, to deduct an appropriate fine from my construction deposit or take other action as provided for the Building Policies and Guidelines of the PPP Property Owners Association.

Owner Date

As the Contractor of the proposed residence, I will follow the construction guidelines established by the PPP Property Owners Association and will build the residence in strict accordance with the approved plans.

Contractor Date

COMMENTS BY DRC:

VI. Request for Final Approval

The following request is to be signed by the Owner and Contractor. No final inspection shall be made until the project is completed.

1. Block: _____ Lot: _____ Address: _____

2. Owner: _____

Address: _____

As owner of the residence referenced above, I hereby request that the Polly Point Plantation Design Review Committee inspect the residence for Final Review.

Owner

Date

As Contractor of the residence referenced above, I hereby request that the Polly Point Plantation Design Review Committee inspect the residence for Final Review.

Contractor

Date

As agent for the Polly Point Plantation Design review Committee, this Final submission is approved. I have authorized the release of the previously paid construction deposit to the owner.

DRC Member

Date

VII. Recreational Docks, Piers, and Access Walls

Purpose: To provide specific rules and regulations for the location, design, construction and maintenance of recreational docks, piers and access walks within the PPP, including the marshes, creeks, and wetlands surrounding Wadmalaw Island.

Objective:

1. To protect the ecological balance of the marshes and estuaries.
2. To provide harmony in design and visual impact.
3. To protect property values by requiring continued maintenance of structures.
4. To provide specific corridors for dock locations.

Policy:

POA dock corridors, within which any approved docks/piers must be located, have been established for appropriate areas. These corridors have been accepted by the Office of Coastal Resource Management (State) and registered with the RMC (County). All plans for walks, piers, docks, ramps, and floating docks must be submitted to the Design review Committee for review and approval prior to construction and the South Carolina DHEC-Office of Ocean and Coastal Resource Management.

THE DRC RESERVES THE RIGHT TO DETERMINE THE LOCATION OF ALL DOCKS WITHIN THE POLLY POINT DEVELOPMENT.

The existence of a POA dock corridor for a particular property does not necessarily mean that a dock (pier) will be approved if requested. The DRC retains the right of refusal for any bona-fide reason, including the purely aesthetic. DRC approval for any dock, pier or access walk is valid for a period of 6 months.

Guidelines:

1. Site location information on all dock applications should include DRC assigned dock corridor and MAGNETIC compass degree heading of access walkway.
2. All wood should be treated appropriately for its intended use.
3. The elevations of walks and docks must be held to the lowest elevation required by SC DHEC-OCRM, i.e., three (3) feet above mean high water which is 5.7' mean sea level. The access walkway may not exceed four (4) feet in width. The height of pilings may not be greater than four (4) feet above the walkway.
4. Docks and walkways shall be constructed in accordance with the approved PPP specifications. Any variance from specifications must be approved in writing by the DRC on a case-by-case basis.

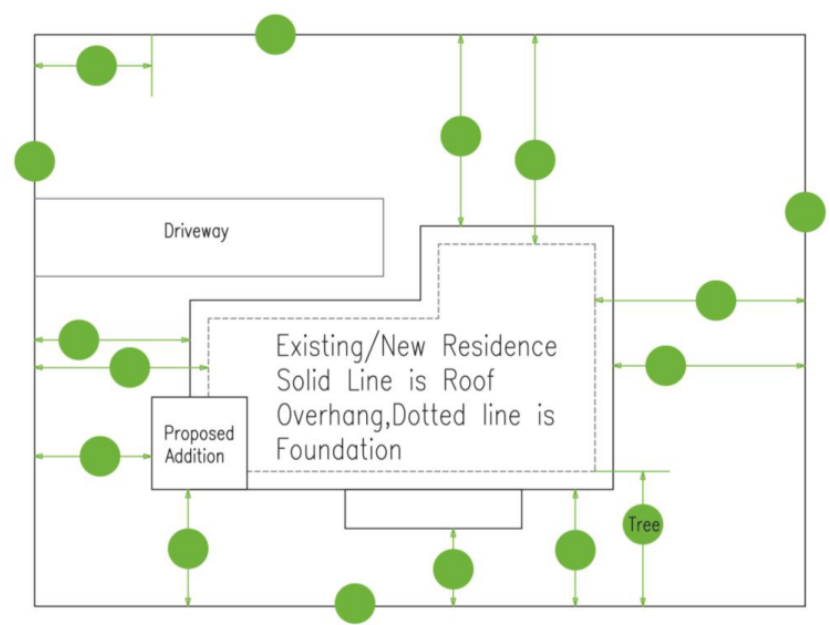
VIII. Polly Point Right-of-Way

Purpose: To establish the specifications for restoration of Polly Point turf grass right-of-way areas destroyed or disturbed during residential construction.

Guidelines: Centipede grass sod shall be used for restoration in all cases except when the owner desires to blend the right-of-way with his/her own planned lawn area. The transition from new sod to old must be smooth, i.e., at the same height. The owner shall be responsible for establishing the right-of-way sod through proper agronomic practices.

IX. Modifications to Existing Structures / Additional Structure Construction

1. To request approval for modifications to an existing structure or for additional structures, prepare a site plan showing existing structure(s) with a solid line, and addition(s) with dotted line(s) as shown in the sample.
2. Information required on Site Plan: Square footage of lot, Square footage of building or buildings, Percentage of lot coverage, Base Flood Elevation as established by FEMA and Height of building from the Base Flood Elevation.
3. **THE SITE PLAN (shown below) IS A SAMPLE ONLY** Use an 8.5" x 11" standard sheet white paper, or larger if necessary, to draw your individual site plan. If the shape of your home or lot differs from the sample, measure and show each offset in your building. Site plan should be **drawn to scale**, signed and dated by applicant as a true representation of property and improvement thereon.



Sample Site Plan

X. Tree & Natural Vegetation Removal Policy

When approving new development, alterations to existing development or changes in land use, emphasis will be placed on the preservation and maintenance of all trees, natural features, distinctive flora, native vegetation and natural areas, so as to preserve Polly Point Plantation. Residences and developed uses on the island should be compatible with and blend in with existing natural features and vegetation.

I. Policy Summary:

This policy covers tree and vegetation removal from residential lots in Polly Point Plantation during periods of initial development, building addition, and after extended ownership. The policy encourages retention, as much as possible, of the trees, natural features, native vegetation and distinctive flora that are the essence of this barrier island. The policy details the responsibilities of the Design Review Committee, property owners and contractors in implementing this protective program.

II. Tree and Vegetation Removal Guidelines:

A. Residential lots initially being developed:

1. Approval is the sole responsibility of the Design Review Committee (DRC).
2. Live Tree Removal:
 - a. Trees greater than six inches in diameter will be approved for removal if they are within the DRC approved development footprint, including driveways, patios, decks, etc.
 - b. Trees greater than six inches may also be removed with DRC approval on a case-by-case basis.
 - c. Approval for removal of diseased or dying trees elsewhere on the property is permitted.
3. Property Owners are encouraged to retain native vegetation and distinctive flora on the lot being developed.
4. Property Owners will be discouraged from:
 - a. Mass clear cutting of the vegetation and small trees on their property so as to ensure natural areas are available for bird and wildlife habitat.
 - b. Clear cutting of areas more than the 25-foot side setback so as to ensure some screening between adjacent residential properties.
5. Property Owners are prohibited from clearing trees and vegetation from property they do not own unless they have written permission from the owner or trustee of the property. A copy of such written permission must be presented to the DRC before actual site development is initiated.
6. Removal of trees and native vegetation in violation of the above guidelines will be subject to tree

replacement mitigation.

B. Undeveloped residential lots:

1. Approval is the responsibility of the Design Review Committee (DRC).
2. An approved permit is required prior to undertaking tree cutting or bush hogging on undeveloped lots.
3. Bush hogging must be confined to the Property Owner's property. The property owner or contractor is responsible for identifying side lot lines in the field.
4. Removal of trees and native vegetation in violation of these guidelines may be subject to tree replacement mitigation.
5. Property Owners are encouraged to maintain undeveloped properties in a natural condition, except for the removal of diseased, leaning, or fallen trees.

C. Previously developed residential lots:

1. Approval is the responsibility of the Design review Committee (DRC).
2. Property Owners will be encouraged to retain native vegetation and distinctive flora on the lot being developed.
3. Clearing areas of homeowner's property
 - a. Mass clear cutting of vegetation and small trees on lots is discouraged in order to ensure natural areas are available for bird and wildlife habitat.
 - b. Limited clearing, when approved, must adhere to a 25-foot side yard setback so as to ensure some screening between adjacent residential properties. All such work must be submitted to the DRC via Bush Hog/ Tree Removal forms, and approved by the DRC prior to beginning work.
4. Removal of an individual small tree less than six inches in diameter, (except for distinctive flora), may be undertaken by the Property Owner without DRC approval.
5. An approval permit is required prior to the following:
 - a. The removal of vegetation/ trees for a proposed building addition/ modification to existing structure.
 - b. Removal of native vegetation and distinctive flora greater than two inches in diameter, or the mass cutting down of small trees under six inches in diameter.
 - c. Removal of any live oak tree greater than six inches in diameter.
6. Consideration for approval will be given to the following:

- a. Removal of diseased or dying trees.
 - b. Removal of structurally abnormal and/or damaged trees posing a threat to a building or which pose a safety hazard.
 - c. Removal of trees with exposed root balls.
 - d. Radical pruning to strengthen a tree to increase its chances of survival.
 - e. The removal of healthy live trees other than loblolly pine which are greater than six inches in diameter, removal of distinctive flora greater than six inches in diameter, or the mass removal of native vegetation will normally not be approved.
7. Property Owners removing trees and native vegetation without following these guidelines may be subject to tree replacement mitigation.
8. Property Owners and their contractors may not trim in areas that are outside the extended side property lines of their lot. All trimming is to be neatly done and the cuts made perpendicular to the tree limb axis.
- a. Destruction of trees, shrubs, and wildlife habitat during trimming work is prohibited.
 - b. The property owner or his/her contractor must haul all branches and debris off the site, unless it is ground up for mulch

III. Property Owners' Responsibility:

Read and understand the Tree and Vegetation Removal regulations, and if in doubt, seek clarification from the appropriate DRC member.

IV. Emergency Procedures:

The Design Review Committee (DRC) is authorized, in case of a major storm or emergency, to declare any or all of the provisions of this regulation temporarily suspended in order for Property Owners to clear access ways to their residences and for cleanup and debris removal.

To secure an approved Tree Removal Permit:

1. A "Tree Removal Authorization Form" will be submitted to the Design Review Committee (DRC).
2. Trees to be removed, or areas to be cleared, will be prominently identified on the property site, and the Design Review Committee (DRC) will review the application on site with the applicant.

V. Appeals Process:

In the event of any dispute regarding a DRC decision, the disputing party may appeal such decision by first requesting in writing that the decision be reconsidered. The request must be made no later than 30 days after receipt of any decision, must be addressed to the Chairman of the DRC, and state in brief and concise terms the grounds for the appeal. The appropriate committee will consider the appeal within 30 days of receipt by the Chairman. In conjunction with the request, the disputing party may also request an opportunity to address the committee. The committee must notify the disputing party of its decision regarding the appeal in writing and in a timely manner. In the event that the disputing party requests an oral presentation to the committee, he shall be advised of the date, time and place of the meeting at which the request is to be reconsidered.

Should a disputing party seek to appeal a reconsidered decision, he shall, within 30 days of the issuance of the decision, request review by the Board of Directors of PPP. Such appeal shall be in writing and shall state in brief and concise terms the grounds for the appeal. The Board must render a decision on the appeal within 30 days from the date of receipt of the written appeal. Oral presentations will be permitted, if requested.

If the property owner is still not satisfied after the Board's decision, he/she has the right to appeal the Board's decision to a vote of all Polly Point property owners. This shall be a written vote, due back in for counting within 30 days. On the 31st day all votes are counted (equal weight votes, one per property, with simple majority of votes required to render a final decision.)

XI. Bush Hog / Clearing Request Form

Application Date: _____

Name / Address: _____

Signature or Owner: _____

DRC approval: _____

Signature of Contractor: _____

Phone # _____

Polly Point Plantation is a unique residential community on Wadmalaw Island and possesses great natural beauty. Our community objective is to show respect for and to enhance this natural beauty through sensitive and thoughtful development. You are asked to follow the required set backs in clearing your lot. You must maintain a natural barrier screening at all times between your lot, your neighbor's lot, and the roads. If any of this natural screening is removed as a result of your work, you will be required to replant / restore the areas impacted. The DRC will approve all permits.

Setbacks required for bush hog area:
100 feet from street, 75 feet from marsh, 25 feet from side of lot, 50 feet from rear lot line.

Description of area to be bush hogged:

XII. Tree Removal Permit

Polly Point Plantation is a unique residential community on Wadmalaw Island and possesses great natural beauty. Our community objective is to show respect for and to enhance this natural beauty through sensitive and thoughtful development. All tree removal must adhere to the Tree and Natural Vegetation Removal Policy as outlined in Appendix X.

Application Date: _____

Name / Address: _____

Signature or Owner: _____

DRC approval: _____

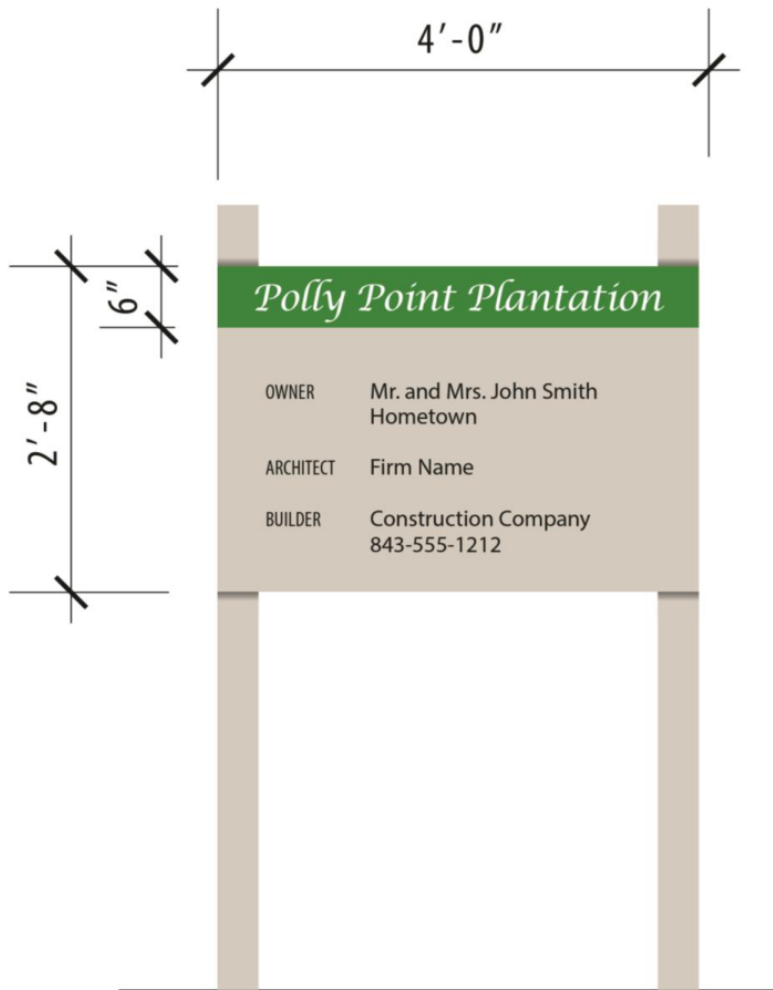
Signature of Contractor: _____

Phone # _____

Description and location of tree(s) to be removed:

(A topographical map indicating tree(s) on the property will facilitate the DRC approval process).

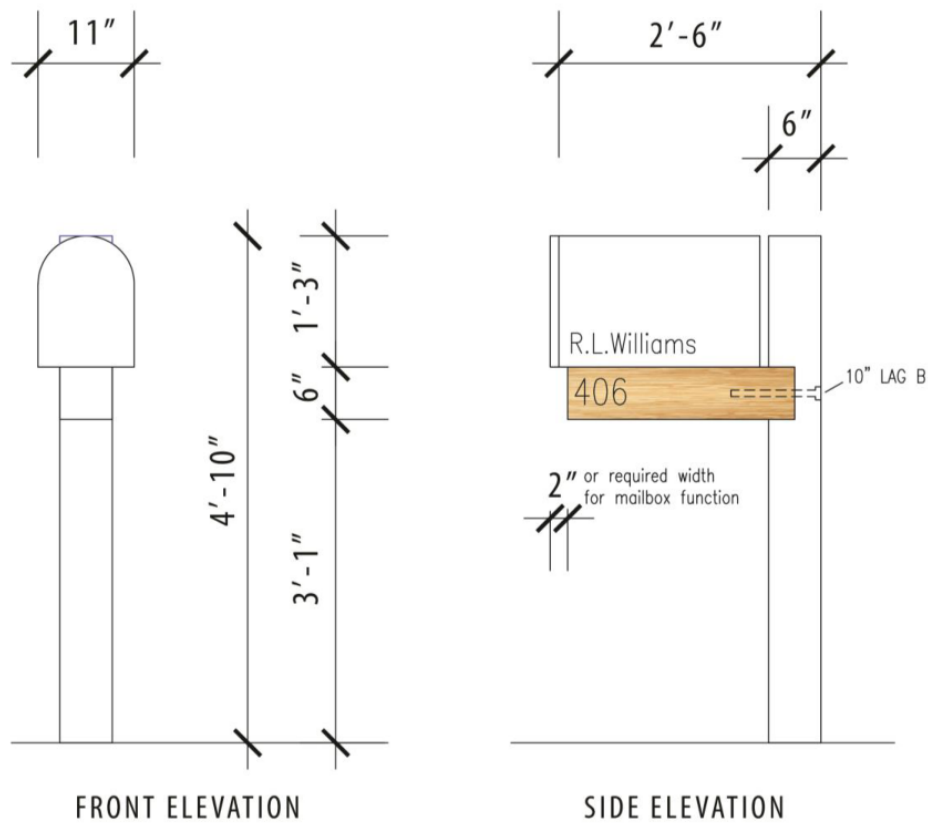
XIII. CONSTRUCTION SIGN SPECIFICATIONS



(Sample construction sign)

1. Construction signs should be 48" x 32" mounted on 8' 4" x 4" poles.
2. The sign should list owner, owner's hometown, architect and contractor (including contractor's telephone number) while the sign, poles, and back of sign are painted Sherwin Williams Lattice Grey. The typeface for the letters should be Helvetica Medium.
3. Polly Point Plantation should be at the top of the sign in white letters on a 'Charleston Green' background in 4" letters using the Lucida Calligraphy typeface.

XIV. MAILBOX GUIDELINES



(Sample mailbox)

1. A mailbox is required for use at all residences at Polly Point. In addition to postal delivery, its purpose is to assist emergency service personnel and visitors to locate addresses and names.
2. The mailbox is #2 standard rural size. Material for the post and arm is 6" x 6" treated Yellow Pine with an overall length of 7'0". A 10" lag bolt is required in the connection of the arm to the post. The numerals should be clear and 3" inches tall.
3. The graphics for the mailbox are applied with 2" white letters (Helvetica Medium). Residence name may appear on both sides of the mailbox. The graphics on the arm are flat, white, 3" hand routed numerals (Helvetica Medium).
4. The mailbox itself should be painted Sherwin Williams Flat Black. Posts should be treated to prevent decay and termite damage.
5. Homes shall be identified only by the graphics included on the mailbox as specified above.

REVISION APPROVED AT THE POLLY POINT PLANTATION PROPERTY OWNERS ASSOCIATION ANNUAL MEETING, NOVEMBER 14, 2015

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR POLLY POINT PLANTATION

THIS DECLARATION made as of the 13th day of July, 1999, by Robert Bradley Company, Inc. and Frederick Henry Horlbeck (the "Declarant").

RECITALS:

WHEREAS, the Declarant, as the owner of the Property (as hereinafter described), desires to develop and sell the Property subject to this declaration of Covenants, Conditions and Restrictions which shall be binding upon the Property and shall run with title to the Property.

NOW THEREFORE, the Declarant does hereby declare that the Property is and shall hereafter be held, transferred, sold, conveyed, leased, occupied and used subject to the covenants, conditions and restrictions hereinafter set forth in this Declaration, which shall be binding upon the Declarant and all parties acquiring or having any right, title or interest in any part of the Property and which shall be and are covenants running with title to the Property.

ARTICLE I

DEFINITIONS

As used throughout this Declaration, the following terms shall have the meanings set forth below:

1.1 Amendment. The term "Amendment" or "Amendments" shall mean any and all amendments and modifications to this Declaration as may from time to time be adopted pursuant to ARTICLE 8 hereof.

1.2 Assessment. The term "Assessment" or "Assessments" shall mean the annual and special assessments made by the Association pursuant to ARTICLE 5 hereof.

1.3 Articles of Incorporation. The term "Articles of Incorporation" shall mean and refer to the Articles of Incorporation of the Association and all amendments thereto.

1.4 Association. The term “Association” shall mean the POLLY POINT PROPERTY OWNERS ASSOCIATION, INC., a South Carolina non-profit corporation.

1.5 Board. The term “Board” shall mean and refer to the Board of Directors of the Association and their duly elected successors as may be provided in the Articles of Incorporation and Bylaws.

1.6 Bylaws. The term “Bylaws” shall mean and refer to the Bylaws of the Association and all amendments thereto.

1.7 Common Areas. The term “Common Areas” shall mean and refer to the Polly Point Road right-of-way from Bears Bluff Road and the drainage easements shown on the Plat, together with such additional properties and easements as may be conveyed to the Association from time to time.

1.8 Conservation Easement. The term “Conservation Easement” shall mean and refer to any grant of a property right stipulating that the described land will remain in its natural state and/or precluding certain future additional development or uses. A Conservation Easement may be used for, without limitation, the preservation of open space, environmentally sensitive areas, scenic rivers, marshland and wetland. The Declarant reserves the right to grant Conservation Easements on any and all of the Property not deeded to others.

1.9 Declarant. The term “Declarant” shall mean and refer to Robert Bradley Company, Inc., Frederick Henry Horlbeck and Eleanor Green Horlbeck, as well as any companies owned by the aforementioned parties.

1.10 Declaration. The term “Declaration” shall mean this Declaration of Covenants, Conditions and Restrictions and all Amendments thereto.

1.11 Deed. The term “Deed” shall mean and refer to any deed, lease, assignment or other such agreement other than a Mortgage conveying any interest in any Lot or land.

1.12 Design Review Committee. The term “Design Review Committee” (a.k.a. Architectural Review Board) shall mean the review committee appointed pursuant to Article 4 hereof with the rights and obligations conferred upon such review committee pursuant to this Declaration.

1.13 Interest. The term “Interest” shall mean and refer to that share of each Assessment attributable to each Residential Lot of Record, computed by dividing the total Assessment by the number of Residential Lots of Record existing at the time of the Assessment.

1.14 Lender. The term “Lender” shall mean and refer to the lender, beneficiary, trustee, or other holder of any Mortgage provided that the name and address of such lender, beneficiary, trustee or other holder appears in the Mortgage.

1.15 Lot. The term “Lot” or “Residential Lot of Record” shall mean and refer to a designated residential parcel subdivided by a recorded plat to be separately owned, used, developed or built upon. Any remainder of the undeveloped Property not subdivided into a Lot or Residential Lot of Record remains excluded from the definition of Lot (and concomitant voting rights and assessment obligations set forth in Sections 2.10 and 2.11 of this Amendment).

1.16 Majority. The term “Majority” shall mean Members having Votes greater than fifty (50%) percent of the total Votes.

1.17 Mortgage. The term “Mortgage” shall mean and refer to a leasehold or fee mortgage, or other security device encumbering a Lot or Lots or any interest therein and which shall have been recorded in the R.M.C. Office for Charleston County, South Carolina.

1.18 Non-Residential Vehicles. The term “Non-Residential Vehicles” shall include, but not be limited to, all boats and boat trailers, horse trailers, tractors, large trucks, and tractor trailers which are not kept inside a garage, barn or similar building. Boats having a length of less than twenty (20’) feet and their trailers shall not be considered Non-Residential Vehicles.

1.19 Occupant. The term “Occupant” shall mean and include the Owner of any Lot and his respective employees, agents, tenants, independent contractors, invitees and licensees or any other person who either lawfully or unlawfully occupies or comes upon such Lot. All actions or omissions of any Occupant shall be deemed the action or omission of the Owner of such Lot.

1.20 Owner. The term “Owner” shall mean and refer to the record owner, excluding the Declarant, but not excluding its or their heirs, successors and assigns, of fee simple title to any Lot, whether a corporation, partnership, proprietorship, association, or other entity of any nature, including natural persons.

1.21 Plat. The term “Plat” shall mean that certain plat of the Property which Plat is entitled “FINAL PLAT OF THE SUBDIVISION OF POLLY POINT PLANTATION TO CREATE LOTS 1-14 & RESIDUAL, Wadmalaw Island, Charleston County, South Carolina”, dated October 21, 1998 and recorded in the R.M.C. Office for Charleston County in Plat Book EC at pages 895, 896, and 897;

1.22 Property. The term “Property” shall mean and refer to that certain real property situated on Wadmalaw Island, County of Charleston, South Carolina more fully described and shown as “495.40 ACRES TOTAL” ON A “PLAT OF POLLY POINT PLANTATION” by SouthStar Surveying dated January 22, 1998 and recorded May 29, 1998, in the R.M.C. Office for Charleston County, South Carolina in Plat Book EC at Pages 526 and 527.

1.23 Member. The term “Member” shall have the same meaning as “Owner” under this Declaration.

1.24 Structure. The term “Structure” or “Structures” shall mean any building, structure, pool, dock, pier, or other device constructed, erected or placed upon any Lot or on the Property that in any way affects the physical appearance of any Lot.

1.25 Super-Majority. The term “Super-Majority” shall mean Owners having aggregate Votes greater than two thirds ($66 \frac{2}{3}^{\text{rd}}$ %) of the total Votes.

1.26 View Corridor. The term “View Corridor” shall mean that portion of a Vegetative Buffer in which existing vegetation may be cut.

1.27 Vote. The term “Vote” or “Votes shall mean the total number of votes attributed to each Lot. The Owner of each Lot, excluding the Declarant, but not excluding its or their heirs, successors and assigns, shall be entitled to one (1) Vote for each Lot that he owns. The Declarant shall not be entitled to any votes. The Declarant’s heirs, successors, and assigns shall be entitled to one (1) Vote for each Lot that they own.

1.28 Wadmalaw Island Plan. The term “Wadmalaw Island Plan” shall mean the Wadmalaw Island Planned Development Ordinance together with all applicable guidelines and regulations relating thereto.

1.29 Zoning Ordinance. The term “Zoning Ordinance” means the zoning ordinances of the County of Charleston which are applicable to the Property, including the Wadmalaw Island Plan, as amended from time to time.

ARTICLE 2

PROPERTY SUBJECT TO THE DECLARATION

2.1 General Declaration. The Declarant hereby declares that each Lot, the Common Areas and all of the Property is and shall be subject to the terms of this Declaration, and shall be held, conveyed, hypothecated, encumbered, leased, occupied, built upon and otherwise used, improved or transferred, in whole or in part, subject to the terms of this Declaration, which Declaration shall run with the title to the Property and shall be binding upon and inure to the benefit of the

Declarant and upon all Owners and Occupants of the Property and any Lot thereof. This Declaration shall not apply to or affect any real property which is not subjected specifically by written instrument to this Declaration.

2.2 Mutuality of Benefit and Obligation. The provisions of this Declaration and any Amendments hereto are made (a) for the mutual and reciprocal benefit of each Lot and are intended to create mutual, equitable servitudes upon and in favor of each Lot, (b) to create reciprocal rights and obligations between the respective Owners and all future and subsequent Owners of any Lot, and (c) to create a privity of contract and estate between the Owners, their respective heirs, successors, and assigns.

ARTICLE 3

USE RESTRICTIONS

3.1 Compliance with Zoning Ordinance. The use of each Lot and all Structures thereon must comply at all times with all applicable zoning, building, land use and other governmental regulations, including the Zoning Ordinances.

3.2 Use Restrictions on Lots.

- (a) The use of each Lot shall be restricted to the following:
 - (i) Residential purposes
 - (ii) The raising, breeding, showing, sale and training of horses and related thereto, provided that no such uses shall be located on a Lot or parcel of land less than five (5) acres and that a minimum of two (2) acres of pasture be provided on such Lot or parcel for each horse.
 - (iii) Agricultural purposes.
 - (iv) Aquacultural purposes, and
 - (v) Forestry/timber purposes

- (b) No retail, commercial, or industrial uses shall be permitted on any Lot. This section shall not prohibit activities which are consistent with generally accepted practices for farming and forestry and timbering or raising, breeding, or training of horses or which are otherwise permitted under Section 3.2(a).

- (c) The Structures on the Lot shall be used only by the Owner, the Owner's family and the Owner's employees, tenants, contractors, invitees, agents, and personal guests.

3.3 Building Restrictions for Lots.

(a) No building will be constructed on any Lot which exceeds fifty (50') in height, measured from the ground to the roof peak.

(b) No Structure, other than docks, bridges, culverts, piers, and wildlife observation stands shall be built closer than 50 feet to any pond, stream, wetland or tidal waters. Except for Lot 10 on the Plat, the Design Review Committee shall have the authority to require Structures, other than docks, bridges, culverts, piers, and wildlife observation stands, to be set back 75 feet from any pond, stream, wetland or tidal waters.

(c) No perimeter fences made of any type of wire shall be permitted along the boundaries of any Lot. Three rail white vinyl horse fencing is allowed for all properties in excess of 5 acres. This fencing will be installed within the property boundaries of the owner's lot, set in 12".

(d) No signs of any kind shall be displayed to public view on a Lot or within the Property without the permission of the Design Review Committee.

(e) The design of all Structures, including all lighting visible beyond the borders of any Lot, and all artificial sound sources audible beyond the borders of any lot, must be approved by the Design Review Committee in accordance with the provisions of Article.

3.4 Division of Lots. No Lot shall be subdivided by an Owner, or its boundary lines changed, except as herein provided. The Declarant hereby expressly reserves the right to replat, reconfigure and to modify any Lot or residual tract owned by the Declarant prior to transfer of such Lot by the Declarant ("Development Rights"). The Declarant hereby expressly reserves the interest in and the right to grant any Conservation Easement and to transfer Development Rights affecting any Lot or residential or reserved tract or any development right owned by the Declarant prior to transfer of such Lot, tract, or any development right by the Declarant. The Declarant may assign and delegate the right to subdivide all or portions of the Property with such restrictions and limitations as the Declarant may determine, provided that the Property shall remain subject to the Declaration and this Second Amendment thereto, and may be subdivided into no more individual residential Lots as would exceed a total of 34 residential lots on all of the Property. Property lines between Lots may be adjusted with the written consent and actions of affected Owners.. No future amendment to the Declaration may be adopted that impedes the Development Rights by placing greater restrictions on the undeveloped property presently owned by the Declarant as of the date of this Amendment, but that may be conveyed or otherwise transferred, than exists on other property at Polly Point Plantation.

3.5 Tree Removal. No live oak or magnolia trees having a diameter of six (6) inches or more measured at 4.5 feet above ground level (DBH) shall be removed from any Lot or from the Common Areas. Any Owner removing a tree in violation of this provision shall replace the same at the owner's cost. The Design Review Committee shall have the right to waive these restrictions upon a showing of necessity or unusual hardship.

3.6 Certain Vehicles Prohibited from Lots. The Association may elect to provide a designated area for the storage and parking of Non-Residential Vehicles. No Non-Residential Vehicles shall be kept, parked or stored upon a Lot unless such Non-Residential Vehicles are screened from view of roads, creeks and adjoining properties. No mobile living units, such as residential vehicles and campers, shall be used for habitation on a Lot.

3.7 Junk or Disabled Vehicles. No stripped, partially wrecked, unlicensed, or invalidly licensed, disabled, or junk motor vehicle, or part thereof, shall be permitted to be parked or kept on any Lot, or other parts of the Property.

3.8 Conservation Easement: The Association, Owners and Occupants shall observe and comply with the terms and conditions of such Conservation Easement as may be granted in conformity with the above Section 3.4.

ARTICLE 4

DESIGN REVIEW COMMITTEE

4.1 Committee Composition. The Design Review Committee (or Architectural Review Board) consists of three individuals designated by the POA Board of Directors. The members of the Design Review Committee shall not be entitled to any compensation for services rendered pursuant to this Section 4, provided, however, the Association may elect to reimburse the members of the Design Review Committee for expenses incurred on behalf of the Design Review Committee.

4.2 Procedure and Meetings. The affirmative vote of a majority of the membership of the Design Review Committee shall be required in order to adopt any rule, or to make any ruling, or to issue any approval or waiver. The decision of a majority of the members of the Design Review Committee with respect to any matter shall be final and binding. The Design Review Committee may meet informally, by meeting, telephone, letter or otherwise, as necessary to properly perform its duties. Any Polly Point property owner has the right to be present or participate in any meetings of the Design Review Committee. The Design Review Committee shall have the right to adopt and establish such rules as it may determine necessary concerning procedure, notice of meetings and other matters concerning the conduct of the business of the Design Review Committee.

Minutes of all meetings as well as information, rulings or decisions, must be in writing.

4.3 Submission of Plans and Specifications. No Structures shall be commenced, erected, placed, moved onto or permitted to remain on any Lot, nor shall any approved Structure be altered in any way which materially changes the exterior appearance thereof, unless, plans and specifications therefor have been submitted to and approved in writing by the Design Review Committee. The Design Review Committee may charge a reasonable application fee for the review of such plans and specifications..

HOWEVER, THE SCOPE OF REVIEW BY THE DESIGN REVIEW COMMITTEE SHALL BE LIMITED TO THE EXTERIOR APPEARANCE AND COMPATIBILITY OF ANY IMPROVEMENT TO THE OVERALL DEVELOPMENT PLAN FOR THE PROPERTY AND SHALL NOT INCLUDE ANY RESPONSIBILITY OR AUTHORITY TO REVIEW OR EVALUATE THE STRUCTURAL SOUNDNESS OR INTEGRITY, COMPLIANCE WITH BUILDING, ZONING, OR OTHER APPLICABLE REGULATIONS OF THE GOVERNMENTAL AUTHORITIES OR ANY OTHER DESIGN OR CONSTRUCTION ASPECT OF ANY IMPROVEMENT OR STRUCTURE. THE DECLARANT, FOR ITSELF AND FOR THE DESIGN REVIEW COMMITTEE, DOES HEREBY DISCLAIM ANY RESPONSIBILITY OR LIABILITY, FOR ANY DESIGN OR STRUCTURAL DEFECT IN OR TO ANY IMPROVEMENTS OR STRUCTURES.

4.4 Disapproval.

(a) The Design Review Committee shall have the right to disapprove any plans and specifications submitted hereunder for any one or more of the following reasons:

- (i) Failure to comply with any of the provisions of this Declaration;
- (ii) Failure to include information as may have been reasonably requested in writing by the Design Review Committee;
- (iii) Objection to the exterior design, appearance or materials of any proposed Structure;
- (iv) Objection on the ground of incompatibility of any proposed Structure with Structures existing upon or approved for other Lots or other properties in the vicinity;
- (v) Objection to the location of any proposed Structure upon any Lot;
- (vi) Objection to the driveway, grading or landscaping plan for any Lot;

- (vii) Objection to the color scheme, finish, proportions, lighting, noise, style of architecture, height, bulk or appropriateness of any Structure;
- (viii) Objection to the design or location of parking areas or roadways or landscaping proposed for any Lot; or
- (ix) Any other matter which, in the sole judgment of the Design Review Committee, would render the proposed Structure thereof inharmonious with the general plan of development of the Property or with Structures or other approved plans for structures located upon Lots or other properties in the vicinity.

(b) In any case where the Design Review Committee shall disapprove any plans and specifications submitted hereunder, or shall approve the same only as modified or upon specified conditions; such disapproval or qualified approval shall be accompanied by a written statement within 48 hours, specifying the grounds upon which such disapproval was based. In any such case, the Design Review Committee shall, if requested, make reasonable efforts to assist and advise the applicant in order that an acceptable proposal can be prepared and submitted for approval.

(c) The Design Review Committee in its sole discretion may, from time to time employ such third party architects or consultants as it deems appropriate in reviewing any plans and specifications. The opinions of such third party architects or consultants shall be of an advisory nature only and shall not be binding upon the Committee. Fees and expenses for such services shall be added to the application fee.

4.5 Approval. Upon approval by the Design Review Committee of any plans and specifications submitted hereunder, a copy of such plans and specifications, as approved, shall be deposited for permanent record with the Design Review Committee and a copy of such plans and specifications bearing such approval shall be returned to the applicant submitting the same.

4.6 Rules and Regulations: Time for Approval.

(a) The Design Review Committee shall (i) promulgate rules governing the form and content of plans and specifications to be submitted for approval, (ii) may adopt and issue specific site criteria for any of the Lots and (iii) may issue from time to time statements of design policy and development guidelines. Approval of plans or specifications for one Lot shall not require the Design Review Committee to approved similar plans and specifications or any of the features or elements included therein if such plans, specifications or elements are subsequently submitted for use on any other Lot or Lots. Approval of any such plans and specifications relating to any Lot, however, shall be final as to that Lot and such approval may not be revoked or

rescinded thereafter, provided (i) the structures shown or described on or in such plans and specifications do not violate any specific prohibitions contained in this Declaration and (ii) that the plans and specifications, as approved, and any conditions attached to such approval, have been adhered to and complied with in all respects with regard to all Structures of the Lot in question. All revisions, modifications and changes in any of the plans and specifications must be approved by the Design Review Committee in the manner provided herein.

(b) In the event that the Design Review Committee fails to approve or disapprove any plans and specifications submitted by or on behalf of an Owner within thirty (30) days after the physical delivery of such plans and specifications in accordance with the Design Review Committee regulations, the same shall be deemed to have been approved, as submitted, and no further action shall be required to evidence such approval; provided, however, that (i) the thirty (30) day period for approval or disapproval shall not be deemed to have commenced until all required plans and specifications reasonably requested by the Design Review Committee have been submitted to the Design Review Committee, (ii) such approval shall apply only to the plans and specifications actually submitted and (iii) in the event the plans submitted were for the purpose of schematic or preliminary approval, such approval shall not relieve the Owner from its obligation to obtain the approval of the Design Review Committee for any subsequent plan submission required pursuant to the rules and regulations promulgated by the Design Review Committee.

4.7 Certificate of Compliance. Upon completion of the construction or alteration of any Structure in accordance with plans and specifications approved by the Design Review Committee, the Design Review Committee shall, upon written request of the Owner or any Lender thereof, issue a recordable certificate of compliance (a) identifying such Structure and the Lot on which such Structure is placed and (b) stating that the plans and specifications for such Structure and the use or uses to be conducted thereon have been approved, subject to a disclaimer of obligation as set forth in Section 4.3 hereof. Preparation of such certificate shall be at the expense of such Owner or Lender. Any certificate of compliance issued in accordance with provisions of this Section 4.7 may be relied upon by any bona fide purchaser of such Lot, Lender or any title insurer.

4.8 Inspection. The Design Review Committee, or any agent thereof, may at any reasonable time or times, and with reasonable notice, enter upon and inspect any Lot and any Structures thereon for the purpose of ascertaining whether the maintenance of such Lot and the maintenance, construction or alteration of Structures thereon are in compliance with the provisions hereof, and neither the Design Review Committee nor any such agent shall be deemed to have committed

a trespass or other wrongful act by reason of such entry inspection. The right of inspection granted herein shall be subject to any reasonable security requirements of the Owner of the Lot.

4.9 Liability. Notwithstanding anything provided herein or by law to the contrary, the Declarant, the Design Review Committee, the Association, any agent or member thereof and their respective heirs, successors and assigns, shall have no liability of any nature whatsoever for any damage, loss or prejudice suffered or claimed by any Owner or Occupant on account of (a) any defect in any plans or specifications submitted, reviewed or approved in accordance with the foregoing provisions, nor for any structural or other defect in any work done according to such plans and specifications, (b) the approval or disapproval of any plans, drawings, and specifications, whether or not defective, (c) the construction or performance of any work, whether or not pursuant to approved plans, drawings and specifications and (d) any other loss, claim, damage, liability or expense, including court costs and attorneys' fees, suffered, paid, or incurred by any Owner or Occupant arising out of or in connection with the use or occupancy of any Lot, Structure, or any of the Common Area or from the enforcement of any rule regarding Common Areas or from the enforcement of any of the terms, rules, provisions, covenants and conditions of or pertaining to this Declaration.

Each owner and Occupant, by entry onto the Property or Lot, the Common Area or any part thereof shall be deemed to have consented to and approved each and every term, provision, covenant and condition set forth in this Declaration, including specifically, but not limited to, the provisions of this Section 4.

4.10 Completion of Construction. Once construction has commenced, the Owner of each Lot shall diligently and continuously pursue completion, in accordance with and subject to the provision of this Declaration, however, such construction shall not take any longer than eighteen (18) months, from the date of commencement. The time period for completion shall be automatically extended for periods of delay caused by acts of God or civil commotion, riots, labor disputes or the bankruptcy of a major contractor or material supplier. Completion of any Structures shall be deemed to occur upon issuance of a certification of occupancy by the appropriate governmental authorities and an architect's certificate of completion.

4.11 Structures within Common Areas. All Structures to be constructed within the Common Areas by the Association shall be reviewed and approved by the Design Review Committee in the same manner and subjected to the same procedures as Structures on Lots.

ARTICLE 5

ASSOCIATION

5.1 Membership. The Declarant has caused to be incorporated under the laws of South Carolina, the POLLY POINT PLANTATION PROPERTY OWNERS ASSOCIATION, INC. as a non-profit corporation. The Owner of each Lot or of the Property, excluding the Declarant, but not excluding its and their heirs, successors and assigns, shall be a member of the Association. Membership in the Association shall be appurtenant to and may not be separated from ownership of any Lot. Each Owner shall at all times comply with the provisions of this Declaration, the Articles of Incorporation, the Bylaws and all rules and regulations which may from time to time be adopted by the Board, Association or Owners.

5.2 Board. The Board shall have the rights and duties set forth in the Articles of Incorporation, the Bylaws and this Declaration.

5.3 Voting Rights. The Owner or Owners of each Lot shall be entitled to one (1) vote in the Association for each Lot owned. The Declarant shall not be entitled to any votes. The Declarant's heirs, successors, and assigns shall be entitled to one (1) Vote for each Lot that they own.

5.4 Usage Fees. The Board shall determine, from time to time, appropriate usage fees to be charged to individual Owners for individual usage of the Common Area facilities, services and the other Association resources.

5.5 Easements and Contracts. The Board shall have the authority to grant environmental and utility easements and other similar easements over the Common Areas and to enter into such contracts, leases and arrangements as it shall deem advisable.

5.6 Assessments and Creation of Lien. Each Owner of any Lot, excluding the Declarant, but not excluding its or their heirs, successors and assigns, by acceptance of a Deed with respect thereto, or by subdivision of any portion of the Property, regardless of whether any such Deed or subdivision contains a reference to this Declaration, is hereby deemed to covenant and agree to pay the Association the Assessment set forth in this Declaration. Each Assessment shall be the personal obligation of the Owner of each Lot at the time when the Assessment or charge was made. The Declarant, but not its or their heirs, successors and assigns, is not obligated to pay Assessments under this Declaration. With the approval of the Board of Directors, an Owner may make arrangements for installment payments of the annual Assessment. Failure to meet agreed upon installment payments will subject Owner to Remedies outlined in Section 5.11.

5.7 Purpose of Assessments and Use of Funds. The Assessments levied by the Board shall be used and applied exclusively for the purpose of promoting and protecting the health, safety, welfare, value and general upkeep and maintenance of the Property and the Common Areas, which shall include, without limitation:

- a) The maintenance, repair, alteration, restoration and improvement of the Common Areas, including the roads, ditches and right of ways through the Common Areas or any roads serving more than one Lot.
- b) The employment of persons to provide services and security to the Property.
- c) The purchase, repair, maintenance and/or leasing of real or personal property, equipment, machinery and vehicles to be used in connection with the Common Areas, for the benefit of the Owners, and for the security to the Property.
- d) The use, improvement and expense of a community boat ramp & dock, recreational, agricultural, aquacultural, forestry and timber uses of the Common Areas.
- e) The cost of planting, timbering, harvesting and otherwise using the Common Areas for landscaping, irrigation, recreational, agricultural, aquacultural, forestry, timber, equestrian, and wildlife purposes.
- f) Ad valorem and other taxes, fees, charges and expenses in connection with the Common Areas.
- g) The cost of securing, gating, maintaining, replacing, repairing, operating and providing any utility, security, or landscaping service to any of the Common Areas.
- h) The cost of installing, repairing, maintaining and replacing any ponds, pipes, culverts, lines, drains, conduits, ditches, swales, equipment and machinery situated in, on, upon or under any of the Common Areas which are used to supply any utility, security, water or other service or access to any portion of the Property.
- i) All costs of maintaining any wells, pumps, water systems, water areas, lakes, ponds or drainage areas situated or used in or upon any portion of the Common Areas or adjacent Property.

- j) Insurance premiums for public liability, fire and extended coverage, officers and directors liability and all other insurance which may from time to time be maintained by or for the benefit of the Association.
- k) Attorneys and accountants' fees incurred by the Association.
- l) Fees of consultants, architects, engineers and other advisory personnel incurred by the Association or the Design Review Committee, and
- m) Any other costs or expenses incurred by the Association in carrying out or performing any of the terms or provisions of the Declaration.

The Association will not be obligated to spend in any calendar year all sums collected and may carry forward into subsequent years as surplus any balances remaining. The Association shall not be entitled to borrow money without the majority consent of the Association, by vote.

5.8 Annual Budget and Annual Assessment. Each year, the Board shall present a proposed written budget to the Owners for approval. The Owners shall approve the annual budget by the vote of a Majority. Each Owner shall be responsible for such percentage of the annual budget as equals his Interest (the "Annual Assessment"). The Owners by a vote of a Majority shall determine the payment date(s) for the Annual Assessment.

5.9 Special Assessments. Upon request of the Board, a meeting of the Owners shall be held to consider any need for any expenditures that were not otherwise approved in the annual budget. The Owners by vote of a Majority may approve a special assessment ("Special Assessment") together with the payment dated for the Special Assessment.

5.10 Certificate of Payment. The Association shall, upon request, furnish a certificate to any Owner signed by a member of the Board or an officer of the Association setting forth whether the Assessments payable with respect to such Lot have been paid.

5.11 Effect of Nonpayment of Assessments: Remedies of the Association. All Assessments and other sums payable hereunder by each Owner, together with interest on any unpaid balance, costs and attorneys' fees incurred by the Association in collecting the same, shall be the personal obligation of the Owner of each Lot at the time when the Assessment was made. If any assessment is not paid within thirty (30) days after the due date, the Assessment shall bear interest from the due date at the lesser of (a) two percent (2%) per annum plus the prime rate of interest as established by Citibank N.A., New York, New York, as the same may fluctuate from time to time or (b) the maximum interest rate allowed by applicable law. In addition to other rights and remedies of the Association as

provided herein or by law, the Association shall also have the following rights and remedies:

- (i) In the event an Owner becomes more than thirty (30) days in arrears in payment of any installment of its Assessment, then the entire annual Assessment shall become due and payable immediately at the discretion of the Board.
- (ii) Bring an action at law against the Owner who is personally obligated to pay the same;
- (iii) File a notice of lien in the Charleston County R.M.C. Office, setting forth the amount of the unpaid lien, the property description and the name of the Owner; and
- (iv) Foreclose the lien against the Lot, whereby all accrued interest, costs, and reasonable attorneys' fees, shall be added to the amount of such Assessment.

The lien provided for in this Article shall be in favor of the Association and shall be for the benefit of the Association and all other Lots and the Owners thereof. The Association, acting on behalf of the Owners, may hold, lease, mortgage and convey the Lot foreclosed.

5.12 Subordination of the Lien to the Mortgages. The lien for Assessments provided for herein shall be subordinate to the lien of any Mortgage now or hereafter existing on any Lot. The sale or transfer of any Lot shall not affect the Assessment lien; provided, however, that the sale or transfer of any Lot pursuant to a foreclosure or any proceeding in lieu thereof shall extinguish any such Assessment lien existing prior to such foreclosure sale or any such proceeding in lieu thereof. Notwithstanding the extinguishment of any such Assessment lien upon any foreclosure, the Association shall retain all rights to enforce the payment of past due Assessments pursuant to all other rights and remedies provided hereby against the Owner who owed such Lot prior to such foreclosure or proceeding in lieu thereof.

ARTICLE 6

VIOLATIONS OF DECLARATION: REMEDIES

6.1 Violations of Declaration. In the event an Owner or Occupant violates or breaches any of the provisions of this Declaration or allows a violation or breach of the provisions of this Declaration to occur and such violation or breach is not cured within thirty (30) days after written notice thereof is mailed to such Owner, the Board shall have the right, in addition to any other rights and remedies set forth in this Declaration or as may be provided by law, to exercise any and all of the rights and remedies provided in this Section 6.

6.2 Right of Entry: Liens. Upon any such violation or breach by an Owner as set forth in Section 6.1 above, the Board shall have the right to enter upon such Lot or any Structure thereon and take any and all appropriate action under the circumstances which may be necessary to summarily abate, remove, or extinguish such violation or breach. Any such entry shall not be deemed a forcible entry, constructive or actual eviction or trespass upon such Lot or any Structure thereon and shall not subject the Board, the Owners or their agents or representatives, to any liability. Any and all costs, including reasonable attorneys' fees, incurred by the Board, its agents, and representatives, in the abatement, removal or extinguishment of such violation or breach, together with interest thereon at the lesser of: a) two (2%) percent per annum plus the prime rate of interest as established by Citibank, N.A., New York, New York, as the same may fluctuate from time to time or (b) the maximum interest allowed by the applicable law, shall be a binding personal obligation of the Owner of the Lot upon which such violation or breach has occurred and shall also constitute a lien upon such Lot which shall be enforceable in the manner set forth in Sections 5.11 hereof.

6.3 Legal Action. In addition to the rights and remedies set forth in this Article 6 or as otherwise provided in this Declaration, the Board, its agents, and representatives, shall also have the right to take all legal and equitable action which the Board may deem necessary or appropriate to abate, remove or extinguish any violation or breach of this Declaration.

Notwithstanding anything provided herein to the contrary, the Board, its agents or representatives may, without notice, take such legal or equitable action as may be necessary under the circumstances to restrain or enjoin any such violation or breach which, in the sole discretion of the Board, appears reasonably likely to occur in the future. All costs and expenses, including reasonable attorneys' fees, incurred by the Board in enforcing any of the terms, provisions, covenants or conditions contained in this Declaration shall be paid by the Owner against or for whom such costs and expenses were incurred.

6.4 Failure to Enforce. The failure of any person entitled to enforce any of the provisions of this Section 6 shall in no event be deemed a waiver of the rights of any such person to enforce the same against any other Owner or waiver of any rights with respect to subsequent acts of such Owner.

ARTICLE 7

MISCELLANEOUS

7.1 Severability. The determination by any court of competent jurisdiction that any provisions of this Declaration are unlawful, void or unenforceable, either in whole or in part, shall not affect the validity of any other provision of this Declaration.

7.2 Captions and Headings. The captions and headings contained in this Declaration are for the convenience of reference only and shall not be used in the construction or interpretation of any provision of this Declaration.

7.3 Rules and Regulations. The Board may adopt reasonable rules and regulations regarding the administration, interpretation and provisions of this Declaration

7.4 Conflict or Ambiguity. In the event of any conflict or ambiguity in the terms and provisions of this Declaration, the general rules of construction relating to construction against the Declarant or the Association are hereby waived by each Owner. In the event of conflict between the terms of this Declaration, as such may be amended from time to time and the By-Laws, the terms of this Declaration shall control.

7.5 No Reverter. No restrictions or provisions hereof is intended to be or shall be construed as a condition subsequent or a possibility or reverter in favor of the Declarant nor shall any such provision be deemed to vest any reversionary interest in Declarant.

7.6 Gender. Whenever and wherever applicable, the singular tense shall include the plural and the masculine shall include the feminine and neuter gender and vice versa.

7.7 Binding Effect. The terms and provisions of this Declaration shall be binding upon each Owner, its heirs, successors and assigns, and shall inure to the benefit of the Declarant and the Association, their respective heirs, successors and assigns.

7.8 Oral Statements. Oral Statements or representations of the Declarant, the Design Review Committee or the Association, their respective employees, agents and representatives shall **not** be binding on the Declarant, the Design Review Committee or the Association and reliance on such oral statements or representations are hereby expressly disclaimed.

ARTICLE 8

DURATION AND MODIFICATION

8.1 Duration. Except as set forth herein, this Declaration shall remain in full force and effect for a period of thirty (30) years, and thereafter shall, as then in force, be continued automatically and without further notice for successive periods of ten (10) years each, unless modified or terminated in the manner set forth in this Article 8.

8.2 Amendment by Owners. The Owners may amend this Declaration, the Articles of Incorporation and the Bylaws by an affirmative vote or affirmative written consent of a super-majority, provided the amendment shall not require the unanimous vote the Owners pursuant to the provisions of Section 8.3

8.3 Unanimous Consent of Owners. The following action (“Prohibited Action”) shall require the unanimous vote the Owners:

- (a) The mortgaging or encumbrance of any part of the Common Areas real property;
- (b) The sale, transfer, subdivision or similar alienation of any portion of the Common Areas other than the granting of utility easements, environmental easements, and other similar easements.

An affirmative vote or affirmative written consent of all Owners shall be required for any amendment to this Declaration, the Articles of Incorporation or the Bylaws if such amendment would have the effect of allowing Prohibited Action by vote of less than all of the Owners.

BYLAWS
Of The
Polly Point Plantation Property Owners Association, Inc.

ARTICLE I ASSOCIATION

1.1 NAME. The name of the corporation is Polly Point Plantation Property Owners Association, Inc. (the "Association"). The Association is a nonprofit, mutual benefit corporation organized under the laws of the State of South Carolina.

1.2 PRINCIPAL OFFICE / ADDRESS. The address of the Association is Post Office Box 113, Wadmalaw Island, SC 29487. During his/her term of office, the Principal office shall be the physical address of the President of the Board of Directors (Registered Agent). The Board of Directors may, by majority vote, change the principal office/address of the Association, provided that within thirty days of such change, the Association shall file a notice of change with the Secretary of the State of South Carolina.

1.3 REGISTERED AGENT. The registered agent of the Association is President of the Association. The Board may by Majority vote change the registered agent of the Association. Such change shall be effective upon delivery to the Secretary of State of South Carolina the required notice of change.

1.4 DEFINITIONS. The words used in these Bylaws shall be given their normal commonly understood definitions. All capitalized terms used, which are not defined herein, shall have the same meaning as set forth in the Declaration of Covenants, Conditions and Restrictions for Polly Point Plantation filed in the Public Records, in the County of Charleston, State of South Carolina, as it may be amended (the "Declaration"), unless the context indicates otherwise.

ARTICLE II MEMBERS

2.1 MEMBERSHIP. The Owner of each Lot shall be a Member of the Association. Every Owner, upon acquisition of a Lot by any means whatsoever, consents to become a Member of the Association. This specifically excludes the Robert Bradley Company, Inc., Frederick Henry Horlbeck and Eleanor Green Horlbeck and any companies owned by the aforementioned parties, but does not exclude its or their heirs, successors and assigns of fee simple title to any Lot. By retaining Ownership of a Lot, each Owner consents to remain a Member of the Association.

- (a) Change of membership in the Association shall be established by recording in the Public Records a deed or other instrument establishing record title to real property subject to the Declaration.
- (b) The share of a Member in the privileges, rights and assets of the Association cannot be assigned, hypothecated, or transferred in any manner, except as an appurtenance of its Lot.

2.2 PLACE OF MEETINGS. Meetings of the Association shall be held in a conference room in Berkeley Electric Cooperative, 3351 Maybank Hwy, Johns Island, SC 29455, or at such other suitable place designated by the Board of Directors.

2.3 ANNUAL MEETINGS. Regular annual meetings of the Members shall be held at least once during each fiscal year on a date and time set by the Board.

2.4 SPECIAL MEETINGS. A special meeting shall be called at the request of the President, any director or ten percent of the Members.

2.5 NOTICE OF MEETINGS.

- (a) TIMING. Written notice stating the place and time of any meeting of the Members shall be delivered, either personally or by mail to each Member entitled to vote at such meeting, not less than 20, but not more than 60 days before the date of such meeting.
- (b) WHO MAY PROVIDE NOTICE. Such notice shall be provided by, or at the direction of any of the following: the President, Secretary, a Board Director or Member(s) calling the meeting.
- (c) CONTENTS. In the case of a special meeting or when otherwise required by statute or these By-laws, the purpose or purposes for which a meeting is called shall be stated in the notice. Only those matters that are within the purposes described in the meeting notice may be conducted at a special meeting.

2.6 VOTING. Each Member in good standing (i.e. current on all previously invoiced assessments) shall have such Votes as set forth in the Declaration, provided that, if ownership of a Lot is held of record in the names of two or more persons, their acts with respect to voting have the following effect:

- (a) If only one votes the act binds all; and
- (b) If more than one votes, the vote shall be divided on a pro rata basis.

2.7 PROXIES. A Member may cast the vote for his Lot in person or by proxy. Every proxy shall be in writing specifying the Lot for which it is given, signed by the absent Member or his duly authorized attorney-in-fact, dated and filed with the Secretary of the Association prior to the meeting for which it is authorized.

- (a) CONFLICTING PROXIES. Unless otherwise specifically provided in the proxy, a proxy shall be presumed to cover all votes which the member giving the proxy is entitled to cast, and in the event of any conflict between two or more proxies purporting to cover the same voting right, the later dated proxy shall prevail, or if dated as of the same date, both shall be deemed invalid.
- (b) Every proxy shall be revocable and shall automatically cease upon any of the following:
 - (1) conveyance of any Lot for which it was given;
 - (2) upon receipt by the Secretary of the Association of written notice of revocation of the proxy;
 - (3) upon receipt by the Secretary of the Association of written notice of the death or judicially declared incompetence of any Owner who issued the proxy; or
 - (4) eleven months from the date of the proxy, unless a different period is specified in the proxy. However, no proxy is valid for more than three years from the date of execution.

2.8 QUORUM. Except as otherwise provided in these Bylaws or in the Declaration, the presence of Members representing a Majority of the Votes shall constitute a quorum at all meetings of the Association.

2.9 CONDUCT OF MEETINGS. The President shall preside over all meetings of the Association, and the Secretary shall keep the minutes and record in a minute book all resolutions adopted and all other transactions occurring at such meetings.

2.10 ACTION WITHOUT A MEETING. Any actions required or permitted by law to be taken at a meeting of the Members may be taken without a meeting, if written consent specifically authorizing the proposed action is signed by a majority of Members. Such consent must be signed, dated and delivered to the Association at its principal address within 60 days after receipt of the earliest dated consent. Such consent shall be filed with the minutes of the Association and shall have the same force and effect as a vote of the Members at a meeting. Written notice of any matter approved by consent without a meeting must be provided to all Members who have not signed such consent. If such notice is required, the approved provision shall be effective ten days after written notice is given to all non-consenting Members.

2.11 WRITTEN BALLOT. Any action that may be taken at an annual, regular, or special meeting of Members may be taken without a meeting if the Association delivers a written ballot to every member. The written ballot must set forth each proposed action and provide an opportunity to vote for or against each proposed action.

2.13 SOLICITATION FOR VOTES. All solicitations for written ballots shall:

- (a) indicate the number of responses needed to meet the quorum requirements;
- (b) state the percentage of approvals necessary to approve each matter
- (c) specify the time by which a ballot must be received by the Association to be counted.

ARTICLE III BOARD OF DIRECTORS

3.1 COMPOSITION. The Association is governed by an elected Board of Directors. Each director shall have one equal vote. The board shall consist of five directors.

3.2 NOMINATION OF DIRECTORS. Nominations for the Board of Directors can be made by any Member of the Association. Any Member may nominate as many candidates as he or she desires. All candidates shall have a reasonable opportunity to communicate their qualifications to the Members and to solicit votes.

3.3 ELECTION PROCEDURES. Members may cast one vote for each Board seat to be filled in the current election, provided that each Owner may cast a vote only once in favor of any particular candidate. There shall be no cumulative voting. The candidate receiving the greatest number of votes in their favor shall be elected to fill the vacant Board positions.

3.4 ELECTION AND TERM OF OFFICE. The terms of the directors shall be staggered so that approximately 2/5th (20%) of the directors' terms will expire each year. Terms shall be for three years. The incumbent directors shall hold office until their respective successors have been elected. Directors may be elected to serve any number of consecutive terms. The same person shall not serve two consecutive terms as President.

3.5 REMOVAL OF DIRECTORS AND VACANCIES. Any director who was elected by the Members may be removed, with or without cause, by a Majority vote of the Members. Such removal may only occur at a meeting called for the purpose of removing the elected director and the meeting notice must state that one of the purposes of the meeting is removal of a director. Any elected director whose removal is sought shall be given ten days notice prior to any meeting called for that purpose. Upon removal of an elected director, a successor shall be elected by the Members to fill the vacancy for the remainder of the term of such director. In the event of the death, disability, or resignation of a director, the Board may declare a vacancy and by a majority vote, of the Board, elect a successor to fill the vacancy until the next annual meeting, at which time the Members may elect a successor for the remainder of the unexpired term. A director elected by the Board may be removed, with or without cause, by a two-thirds vote of the Board or the Members.

3.6 REGULAR MEETINGS. Regular meetings of the Board may be held at such time and place as the majority of the directors shall determine, generally bi-monthly, but at least one such meeting shall be held during each quarter of each fiscal year. Directors shall be given notice of regular meetings at least 5 days prior to such meetings.

3.7 SPECIAL MEETINGS. Special meetings of the Board shall be held when called by written notice signed by the President or any director. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. The notice shall be given to each director by: personal delivery, first class mail, telephone communication or email.

All such notices shall be given at the director's telephone number or sent to the director's address(s) as shown on the records of the Association. Notices sent by first class mail shall be posted at least seven business days before the time set for the meeting. Notices sent by personal delivery, telephone or email shall be delivered at least 48 hours before the time set for the meeting.

3.8 WAIVER OF NOTICE. The transactions of any meeting of the Board, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held if:

- (a) a quorum is present, and
- (b) before or after the meeting, each of the directors not present signs a written waiver of notice, which is to be filed with the minutes in the board minutes.

A director's attendance at a meeting waives any required notice of the meeting unless the director objects to the lack of notice upon arriving at the meeting or prior to the vote on the matter that was not appropriately noticed.

3.9 TELEPHONIC PARTICIPATION IN MEETINGS. Members, Board members, or any committee designated by the Board may participate in a meeting of the Board or committee by means of conference telephone or similar communications, including Internet, by means of which all persons participating in the meeting can be heard or communicate with each other. Participation in a meeting pursuant to this subsection shall constitute presence in person at such meeting. It is the individual lot owner's responsibility to set up any remote participation.

3.10 QUORUM OF BOARD OF DIRECTORS. At all meetings of the Board, a majority of the directors shall constitute a quorum for the transaction of business, and a majority vote shall constitute the decision of the Board. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of directors, if any action taken is approved by at least a majority of the required quorum for that meeting.

3.11 COMPENSATION. Directors shall not receive any compensation from the Association for acting as such. However, any director may be reimbursed for expenses incurred on behalf of the Association upon approval of a majority of the other directors. Nothing herein shall prohibit the Association from compensating a director, or any entity with which a director is affiliated, for services or supplies furnished to the Association in a capacity other than as a director pursuant to a contract or agreement with the Association, provided that such director's interest and the material facts of the transaction were made known to the Board prior to entering into such a contract and such contract was approved by a majority of the disinterested Board members.

3.12 CONDUCT OF MEETINGS. The President shall preside over all meetings of the Board, and the Secretary shall keep minutes of Board meetings, recording all Board resolutions and all transactions and proceedings occurring at such meetings in a corporate record book.

3.13 OPEN MEETINGS. All meetings of the Board shall be open to all Members, provided that, the President may adjourn any meeting of the Board and reconvene in executive session, and may exclude persons other than directors, to discuss matters of a sensitive nature, such as potential litigation, personnel matters, etc.

3.14 ACTION WITHOUT A FORMAL MEETING. Any action may be taken without a meeting if written consent, setting forth the action so taken, is signed by all of the directors and filed with the minutes of the corporate records. Such consent shall have the same force and effect as a unanimous vote of the Board.

3.15 BORROWING. The Association shall have the power to borrow money for any legal purpose; provided, the Board and the Members must unanimously approve borrowing for the purpose of making discretionary capital improvements if the total amount of such borrowing, together with all other debt incurred within the previous 12-month period, exceeds or would exceed ten percent of the budgeted gross expenses of the Association for that fiscal year.

3.15 ENFORCEMENT. In addition to such other rights as are specifically granted under the Declaration, the Board shall have the power to impose reasonable monetary fees and/or fines upon the violator and/or a lien upon the Lot(s) of the violator, for non-compliance of any duty imposed under the Declaration, these Bylaws, the Polly Point Building Policies and Design Guidelines, or any Association rules. In addition, the Board may suspend any services provided by the Association to a Member or the Member's Lot if the Member is more than 30 days delinquent in paying any assessment or other charges owed to the Association. The failure of the Board to enforce any provision of the Declaration, Bylaws, the Polly Point Building Policies and Design Guidelines, or any rule shall not be deemed a waiver of the right of the Board to do so thereafter.

ARTICLE 4 OFFICERS

4.1 OFFICERS. The officers of the Association shall be a President, Secretary, Treasurer and two additional Directors. These officers shall be elected from among members of the Board. The President shall appoint up to three members of the Board as members of the Design Review Committee.

4.2 ELECTION AND TERM OF OFFICE. The Board shall elect the officers of the Association by Majority vote at the first meeting of the Board following each annual meeting of the Owners, to serve until their successors are elected.

4.3 REMOVAL AND VACANCIES. The Board may remove any officer by Majority vote whenever in its judgment the best interests of the Association will be served, and may fill any vacancy in any office arising because of death, resignation, removal, or otherwise, for the unexpired portion of the term.

4.4 POWERS AND DUTIES. The officers of the Association shall have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may specifically be conferred or imposed by the Board of Directors. The President shall be the Chief Executive Officer of the Association. The Treasurer shall have primary responsibility for receiving assessments.

4.5 RESIGNATION. An officer may resign at any time by delivering written notice to the Association. A resignation is effective when specified in the notice.

4.6 AGREEMENTS, CONTRACTS, DEEDS, LEASES, CHECKS, ETC. Agreements, contracts, deeds, leases, checks, and other instruments of the Association, shall be executed by such person or persons as may be designated by the Board.

4.7 COMPENSATION. Compensation of officers shall be subject to the same limitations as compensation of directors under Article 3.11.

ARTICLE 5 COMMITTEES

5.1 GENERAL. The Board may appoint committees as it deems appropriate to perform such tasks and to serve for such periods as the Board may designate.

5.2 BUILDING POLICIES AND DESIGN REVIEW COMMITTEE. This committee is appointed by the President of the Association from among members of the current Board of Directors.

ARTICLE 6 MISCELLANEOUS

6.1 PARLIAMENTARY RULES. Except as may be modified by Board resolution, Robert's Rules of Order (current edition) shall govern the conduct of Association proceedings when not in conflict with South Carolina law, the Articles of Incorporation, the Declaration or these Bylaws.

6.2 CONFLICTS. If there are conflicts between the provisions of South Carolina law, the Articles of Incorporation, the Declaration and the Bylaws, the provisions of South Carolina law, the Declaration, the Articles of Incorporation and these Bylaws (in that order) shall prevail.

6.3 BOOKS AND RECORDS. The following records shall be kept at the Principle Office (address of Board President) and at the residence of the Secretary of the Association: the Declaration, Bylaws, and Articles of Incorporation, including any amendments; copies of all resolutions adopted by the Board; minutes of all meetings of the Members, copies of all written communications to members within the preceding three years, names and addresses of current directors and officers; and the most recent version of all reports filed with the Secretary of State.

6.4 PERMANENT RECORDS. The Association shall maintain the following records at its principal office or at some other suitable place as determined by the Board: minutes of all Board meetings; and a record of all actions taken by the Owners, Board or committee of the Board, with or without a meeting.

6.5 MEMBERSHIP LIST. The Association shall maintain a list of its Members including permanent mailing address, email address, home, office and mobile phone numbers and Lot number(s).

6.6 INSPECTION BY MEMBERS. A Member is entitled to inspect and copy, at a reasonable time and location specified by the Board, for a proper purpose reasonable related to his or her interest in a Lot, any and all of the records specified in Article 6.3 and/or Article 6.4 of the Bylaws. A Member must give the Association written notice of this desire at least five days prior to the requested inspection date. The Association may impose a reasonable charge to cover the cost of labor and materials for providing such copies.

6.7 NOTICES. Except as otherwise provided in the Declaration, the Articles of Incorporation, or these Bylaws, all notices, demands, bills, statements, or other communications under the Declaration or these Bylaws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by United States mail, first class postage prepaid to a Member at the address which the Member has designated in writing and filed with the Secretary of the Association or, if no such address has been designated, at the address of the Lot of such Member.

6.8 AMENDMENTS. Amendments to these Bylaws may be made according to Article VI of the Declaration of Covenants, Conditions and Restrictions for Polly Point Plantation recorded in the RMC Office for Charleston County.

