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STATE OF SOUTH  
CAROLINA

DECLARATION OF  
COVENANTS,  
CONDITIONS AND  
RESTRICTIONS  
OF IRONWOOD

COUNTY OF  
CHARLESTON

This declaration made on the date hereinafter set forth by The Ironwood Owners Association hereinafter referred to as the "Declarant".

WITNESSETH

WHEREAS, that certain Declaration of Covenants and Restrictions of Ironwood and provisions for the Ironwood Owners Association, Inc. ("Covenants of 2001") has heretofore been recorded in the R.M. C. Office for Charleston County in Book U366 Page 007, with respect to certain real property at Ironwood, Hollywood South Carolina; and

WHEREAS the owner of the Property (as owner and developer) subject to the aforesaid Covenants of 2001, by virtue of the Amendments to the said Covenants of February 2, 2006, recorded in the R. M. C. Office for Charleston County in Book B576 at page 721, transferred and relinquished control, authority and voting rights thereto to the Ironwood Owners Association, Inc., and

WHEREAS the Ironwood Owners Association Board of Directors is the duly elected representatives of the property known as Ironwood Townhomes located in the Town of Hollywood, Charleston County, South Carolina, and more particularly described in the Covenants of 2001 and any and all supplemental filings reflecting

property that was annexed in accordance with this declaration.

NOW THEREFORE, Declarant hereby declares that all of the property described above and any property subsequently annexed in accordance with this declaration, shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and shall run with the real property, all covenants are to run with the land and be binding upon all parties claiming under them until January 1, 2037. Thereafter, said covenants shall automatically renew for successive ten (10) year periods unless by vote a majority of the then owners of the lots, it is agreed to change said covenants in whole or in part.

#### ARTICLE I - DEFINITIONS AND STATEMENTS

SECTION 1: "Association" shall mean and refer to the Ironwood Owners Association, Inc., its successors and assigns, governed by the Bylaws of the Association and Articles of Incorporation. Ironwood Owners Association may be abbreviated as "IOA".

SECTION 2: "Owner" shall mean and refer to the record owner, whether one or more person or entities, of a fee simple title to any lot which is a part of the Property, but excluding those having such interest merely as security for the performance of an obligation.

SECTION 3: "Board" shall mean and refer to the elected Board of Directors of the Association, who manage the affairs of the Association.

SECTION 4: "Properties" shall mean and refer to that certain real property hereinabove described in

Exhibit "A" and such additionally addressed properties thereto as may hereafter be brought within the jurisdiction of the Association.

SECTION 5: "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners. The common area to be owned by the Association shall be all of the property described in Exhibit "A" and any subsequently annexed properties excluding all PUD units as hereinafter described.

SECTION 6: "Common Roads" shall mean and refer to the roads depicted on any plat or map of the property which provide ingress and egress to a lot or dwelling unit. References to common property shall mean and include the common roads.

SECTION 7: "Lot" shall mean any plot of land shown on any recorded subdivision plat of the Properties, with the exception of the Common Area.

SECTION 8: "PUD" shall mean and refer to planned unit development.

SECTION 9: "Unit" or "PUD Unit" shall mean lot and dwelling thereon.

SECTION 10: "Declarant" shall mean and refer to the Ironwood Owners Association.

SECTION 11: "Quorum" shall mean the number of owners present required to take a valid vote for passage or rejection of any proposed action regarding the Ironwood Owners Association. Having a valid "Quorum" for any such vote would require 51% of the owners present or their signed proxy, at a meeting duly called for the purpose of the vote, unless a different requirement is so stated by an Article in this declaration.

SECTION 12: "Passage of Proposal" shall mean a simple majority of the voting quorum voted to accept the proposal less than a majority would indicate the proposal is rejected. Unless a different requirement for passage is so stated by an Article in this declaration.

SECTION 13: "Resident" shall mean the current occupant or occupants of the Unit.

SECTION 14: "Notices and Correspondence"

Notices from the IOA Board to members concerning meetings, committees, reports and actions by the board may be performed through e-mail or posting on the Ironwood Owners Association official website unless otherwise specified by an Article in this declaration. Correspondence to the board by members concerning complaints, questions, requests and comments should be sent by mail or email to the property manager. Any such correspondence will be considered received by the board.

SECTION 15: "Commercial Vehicle" shall mean any motorized vehicle with signage indicating or advertising a business or commercial operation; any vehicle of a weight, height, or shape that places it within a class other than a conventional private passenger automobile or pickup truck; a vehicle that has equipment such as racks, ladders, pipes, lift buckets, cabling, unsecured or secured industrial tools, gas, motor oil or chemical fluids attached, strapped or contained within; any vehicle designated as a delivery vehicle for people or packages such as vans, busses or taxis.

## ARTICLE II - ANNEXATION OF ADDITIONAL PROPERTIES

SECTION 1: Additional properties and improvements, including common areas, may be annexed to the property

herein described. Additional properties of the Association so annexed shall be merged with the property herein described and any other previously annexed property, and shall 'be subject to the provisions of this Declaration and to the Articles of Incorporation and Bylaws of the Association.

### ARTICLE III - PROPERTY RIGHTS

SECTION 1: Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the common area which shall be appurtenant to, and shall pass with the title to every lot, subject to the following limitations and provisions:

- The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the common area;

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

- The right of the Association to dedicate or transfer all or any part of the common area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer shall be signed by two-thirds (2/3) of the members of the Association;

- The right of the Association to impose regulations for the use and enjoyment of the common areas

and improvements thereon, which regulations may further restrict the use of the common areas.

SECTION 2: Delegation of Use. Any owner may delegate, in accordance with the Bylaws, his rights of enjoyment of the common areas and facilities to members of his family, his tenants, or contract purchasers who reside on the property.

SECTION 3: Title to Common Area. Title having been conveyed to the Association, common property shall be held for the benefit of the association and the sole and exclusive use of the members, as long as such area is maintained in conformity with the requirements of this declaration, the Bylaws, and Articles of Incorporation of the Association, at the sole expense of the owners.

#### SECTION 4: Parking Rights and Restrictions

- No automobiles, boats, trailers, campers or recreational vehicles, golf carts, motorcycles, moving vans, trucks, storage units or containers shall be parked overnight within the common areas or rights of way of any public or private street in the property. Except as stated in other items of this section.

- Vehicles temporarily parked in common areas, including commercial vehicles, must not be on grassy areas, must not block driveways or sidewalks, and must not be parked in a manner that blocks traffic. Golf Carts may be parked in grassy areas within close proximity to the residential units.

- It is recommended that resident's vehicles be parked in the space provided under the 1<sup>st</sup> floor living area of each unit (garage). Parking in driveways is permitted but vehicles must not block sidewalks or extend beyond the end of the driveway.

- Additional parking for the allowed vehicles of residents, visitors and guests is provided in the paved common area at the end of 5<sup>th</sup> Fairway Drive. Use of this area is limited to a continuous time period of seventy-two (72) hours (3 days) before the vehicle must be removed for twenty four (24) hours before utilizing the parking area again.

- No boats, trailers, campers, recreational vehicles, golf carts, motorcycles may be left in driveways overnight.

- No moving vans/trucks or trailers, storage containers or portable storage units may be left in driveways for more than seventy-two (72) hours.

- If an exception of a vehicle or an extension of the seventy-two (72) hour time limit is needed, a waiver request must be submitted to the Ironwood Owners Association Board of Directors who will review the waiver request and determine to approve or reject it.

- All residents have a use right to the driveway(s) that service their unit. A resident, to utilize or block access to another resident's driveway, must first request permission from that resident.

- Commercial vehicles may not park in the driveways or common areas except for the time required for them to complete their service task for the owner/resident. Commercial vehicles owned or operated by a resident are not allowed to be parked in the driveways or common areas and must be parked in the garage area under the resident's unit or off site.

- All vehicles parked in the driveways or common area of Ironwood must be legally licensed,

insured and be in drivable condition at all times. Any offending vehicle, besides incurring possible IOA fines to the owner, may also be towed at the owner's expense.

•No repair, maintenance, service or modification procedure of any kind beyond jumping a dead battery with cables, replacing or inflating a flat tire, washing/waxing the exterior of a vehicle may be performed in the common areas or driveways. The only exception is replacement of a windshield/window glass by a professional glass company.

#### ARTICLE IV - MEMBERSHIP AND VOTING RIGHTS

SECTION 1: Every owner of a PUD unit which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to, and may not be separated from ownership of any lot which is subject to assessment.

SECTION 2: Members shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any one lot.

#### ARTICLE V - COVENANT FOR MAINTENANCE ASSESSMENTS

SECTION 1: a) Creation of the lien and personal obligation of assessments.

•By acceptance of a deed, whether or not it shall be so expressed in such deed, each owner of any lot is deemed to covenant and agree to pay to the Association:  
1) Annual assessments or charges; and 2) Special assessments for capital improvements and



repair/replacement costs in excess of insurance proceeds, such assessments to be established and collected as hereinafter provided.

• The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien on the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees shall also be a personal obligation of the person who is the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessment shall not pass to his successors in title unless expressly assumed by them.

#### SECTION 2: Purpose of Assessments.

• The assessments levied by the Association shall be used exclusively to promote the recreation, health, security, safety, and welfare of the residences in the properties and in particular for the acquisition, improvement and maintenance of the properties, services, and facilities devoted to this purpose and related only to the exterior maintenance of the units, as specified in Article VIII, situated upon the properties or for the maintenance, use and enjoyment of the common area, including but not limited to the cost of repairs, replacements and additions, the cost of labor, equipment, materials, management and supervision, the payment of taxes assessed against the common areas, the procurement and maintenance of insurance related to the common areas, its facilities and use in accordance with the Bylaws, the employment of attorneys to represent the Association when necessary, costs of construction,

repair or replacement in excess of insurance proceeds covering the homes situated on the properties, and other such needs as may arise.

#### SECTION 3: Annual Assessment.

- The annual assessment shall be determined by the Ironwood Board of Directors in advance of each annual assessment period.

- The board shall fix the amount of the annual assessment and send written notice of each assessment to every owner subject thereto approximately 30 days in advance of the first new assessment payment.

- The assessment shall be referenced and the **new budget** shall be presented for discussion at the annual meeting. Increases to the annual assessment are restricted to five (5) percent in any consecutive two (2) year period unless a motion is made at the annual meeting for a larger increase and approved by fifty-one (51) percent of the membership.

- The annual assessment is paid in monthly installments and is due the 1<sup>st</sup> day of each month. Any assessment not paid or postmarked by the 15<sup>th</sup> day of each month shall incur a \$10 late fee.

#### SECTION 4: Special Assessments.

- In addition to the annual assessments authorized above, the Association may levy upon the membership a special assessment for the purpose of defraying, in whole or in part, the cost of construction, reconstruction, repair or replacement of a capital improvement to the exterior of the units, or upon the Common Area, including fixtures and personal property related thereto.

• Provided that any such assessment shall have the assent of fifty-One (51) percent the of total membership whether voting in person or by proxy at a meeting duly called for this purpose.

SECTION 6: Uniform Rate of Assessment.

• Subject to Article V, Section 3 & 4, both annual and special assessments must be fixed at a uniform rate for all lots subject to assessment and may be collected on a monthly basis.

SECTION 7: Effect of Nonpayment of Assessments Remedies of the Association.

• Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 8.75 % per annum and the Association shall send to the non-paying owner a letter advising of their overdue status. When any assessment remains unpaid for sixty (60) days, the Association shall send to any non-paying Owner a warning letter indicating the total amount owed. When any assessment remains unpaid for ninety (90) days, the Association may bring an action at Law against the Owner personally obligated to pay the Assessment or foreclose the lien against the property.

• Any accrued interest, costs and reasonable attorneys' fees of such action or foreclosure shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for any of the assessments provided for herein by non-use of the common area or abandonment of his lot.

SECTION 8: Subordination of the Lien to Mortgages.

• The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect

the assessment lien or lien provided for in the preceding section. However, the sale or transfer of any lot pursuant to a foreclosure of a first mortgage or any conveyance or assignment in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to the payment thereof which became due prior to such sale or transfer.

•No such sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof, but the liens provided for herein shall continue to be subordinate to the lien of any first mortgage.

SECTION 10: Exempt Property.

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

ARTICLE VI - ARCHITECTURAL CONTROL

SECTION 1:

•No building, fence, wall or other structure shall be commenced, erected or maintained upon the properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the IOA Board of Directors

and the Architectural Review Board of the Stono Ferry Owners Association.

- In the event said Board, or its designated committee, fails to approve or disapprove such design and location within sixty (60) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with unless additional information has been requested by the Board which when submitted will reset the 60 day time limit.

#### Association ARTICLE VII - PARTY WALL

##### SECTION 1: General Rules of Law to Apply.

- Each wall which is built as a part of the original construction of the homes upon the properties and placed on the dividing line between the lots shall constitute a party wall and, to the extent not inconsistent with provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

##### SECTION 2: Sharing of Repair and Maintenance.

- The cost of reasonable repair and maintenance of a party wall shall be shared by the owners who make use of the wall in proportion to such use.

##### SECTION 3: Destruction by Fire or Other Casualty.

- If a party wall is destroyed or damaged by fire or other casualty, any owner who has used the wall may restore it, and if the other owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such owners

to call for a larger contribution from the others under any rule of law regarding liability for negligence or willful acts or omissions.

SECTION 4: Weatherproofing.

- Notwithstanding any other provision of this Article, an Owner who by his negligence or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against elements.

SECTION 5: Right to Contribution Runs with Land.

- The right of any owner to contribution from any other owner under this Article shall be appurtenant to the land and shall pass to such owner's successors in title.

SECTION 6: Mediation

- In the event of any dispute arising concerning a party wall, or under the provisions of this Article, a certified mediator shall be chosen by the Ironwood Board of Directors.

- The mediator will hear and review all parties' opinions and evidence, then render a decision. Cost of the mediator shall be borne equally by the parties.

ARTICLE VIII - EXTERIOR MAINTENANCE

SECTION 1: The Association.

- The Association is responsible for the landscaping and maintenance upon the Common Area.

- The Association shall only provide exterior maintenance/repair upon each lot which is subject to assessment hereunder as follows:

- Painting of all exterior white trim and cement board siding including caulking and power washing.

- Replacement of roof shingles, including underlayment, sheathing(as needed)and drip edge flashing, at the end of their useful life as defined by the manufacturer or determined by the Board of Directors.

- Repairs to the exterior cement board siding and associated trim, lattice, and the cupola on each building.

- Irrigation system.

- Mailboxes and posts.

- Sidewalks and Driveways; power washing, repairs and replacement as determined by the Board of Directors

- Lawn maintenance including shrub and tree trimming.

#### SECTION 2: The Homeowner.

The owner shall provide maintenance/repairs to their unit including the following:

- Roof repairs;

- Porches, decks and steps. If steps and decks are replaced or painted/stained it must be a dark brown color;

- Porch and steps railing (except painting);

- White trim and cement board siding inside screened-in and enclosed porches or patios;

- Exterior doors, storm and screen doors; windows, window screens, glass surfaces;

- Brickwork and structural elements;

- Roof gutters;

- Exterior lighting;
- All services/utilities (plumbing, electrical, HVAC, etc.)
- Owner supplied furniture, fixtures, equipment, etc.

SECTION 3: Plants.

- Private plantings of flowers and shrubs are allowed in existing pine straw areas in close proximity to the owner's unit and will be the responsibility of the owner to maintain them.

- Plants must not come in contact with the siding or trim.

- Plantings must not be a hindrance to the mowing of grass.

- Plants that become unsightly or unruly may be ordered removed by the Ironwood Board of Directors. Planters or flower pots that do not contain plants or have dead plants should be removed from view.

- Planting around the mailbox is allowed, but plants must not extend into the sidewalk or beyond 12" of the mailbox post and cannot be high enough to block the address numbers.

- Residents are not allowed to remove any of the original plantings by the developer or any replacement plants provided by the Association without the approval of the IOA Board of Directors.

- Trees are not included in this authorization and permission to plant or trim/remove a tree anywhere within Ironwood must be approved by the IOA Board of Directors.



#### SECTION 4: Repairs.

•In order to enable the Association to accomplish the foregoing, there is hereby reserved unto the Association the right to unobstructed access over and upon each lot at all reasonable times to perform maintenance as provided in this Article.

•In the event that the need for maintenance, repair or replacement is caused through the willful, or negligent act of the Owner, his family, guests, or tenants, or is caused by fire, lightening, windstorm, hail, explosion, riot, attending a strike, civil commotion, aircraft, vehicles and smoke, as the foregoing are defined and explained in the South Carolina Standard Fire Extended Coverage insurance policies, and is not performed by the owner, the IOA may perform such maintenance, replacement or repairs, and the cost shall be added to and become a part of the assessment to which such lot is subject.

#### ARTICLE IX - USE RESTRICTIONS

##### SECTION 1: Land Use and Building Type.

•No lot shall be used except for residential purposes.

•No building shall be erected, altered, placed or permitted to remain on any lot other than one single-family dwelling unit.

•No dwelling unit may be altered from its original design or color without approval of at least two-thirds (2/3) of the members of the Association, and such approval as may be required by the Stono Ferry Architectural Review Board.

SECTION 3: Home Office.

•To the extent allowed by applicable zoning laws, a private home office may be maintained in a unit as long as such use is incidental to the primary residential use of the unit,

- does not violate any applicable law,
- does not involve any exterior signage or advertising of the unit as a place of business, and
- does not contribute to parking, traffic or security problems.

SECTION 3: No Other Business.

•No other business activity of any kind shall be conducted on any lot or common area within Ironwood.

SECTION 4: Other Prohibited Uses.

A unit owner shall not permit it or suffer anything to be done or kept in his unit which will, in the sole opinion of the IOA Board of Directors:

- increase the insurance rates on his unit or the common area,
- obstruct or interfere with the rights of other unit owners or the Association, or
- annoy other unit owners with the rights or by unreasonable noises or otherwise.
- A unit owner shall not permit any nuisance, immoral, improper, offensive or illegal act in his unit or on the common area.

SECTION 5: Animals.

•No animals, livestock or poultry of any kind shall be kept or maintained on any lot or in any dwelling except dogs, cats or other common household pets.

- May not be kept or maintained for commercial purposes.

- No resident may have/keep more than three pets, aggregate total, of dogs and/or cats in any dwelling. Does not include pets of visitors or guests while staying with the resident

- When outdoors, all dogs must be on leash and under control of it's owner.

- all cats allowed out of doors and all dogs must wear a collar or harness bearing proof of current rabies vaccination and owner identification.

- Pets shall not be tied up outdoors without adult supervision or left unattended on porches, decks, patios or under gazebos

- All pets shall be housed within the unit.

- Pets must not constitute a nuisance or cause unsanitary conditions.

- No pet shall be permitted to leave its excrement on any portion of the common area or the unit of another owner, the owner of such pet shall immediately remove the pet's waste.

- The Board of Directors of the Association shall have the right to determine, in its sole discretion, whether a particular pet meets the criteria set forth above, and if not, it may fine and/or require the owner of the pet to remove such pet from the property.

SECTION 6: Signs and Antennas. Unless otherwise permitted in writing by the IOA Board of Directors, an owner

- Shall place no sign, advertisement or notice in the common area or on his unit,

- Shall erect no antennas or aerials upon any part of his unit which is visible from any other unit or the common area. No such antennas or aerials may be in the common area.

- The exception is that each dwelling unit may mount one 24" satellite disk in a location to be specified by the Stono Ferry Architectural Review Board.

SECTION 7: Drying of Clothes, Bedding, Rugs, Towels, Etc. on Porches or Decks.

- No drying or airing of any clothing, bedding, rugs, towels, etc. shall be permitted outdoors on any lot within the properties,

- Nor shall any exterior clothes hanging devices such as lines, reels, poles, frames, etc., be permitted.

- Clothing shall not be hung on decks and railings so as to be visible to a person in any other unit anywhere on the Ironwood property.

SECTION 8: Trash.

- No trash, garbage or other waste shall be left on porches or in common areas.

- All trash not kept inside a unit must be placed in rollout trash and recycle containers and stored in the area under the front porch and behind the lattice.

SECTION 9: Obstruction of Common Areas.

- Unless otherwise expressly approved by the Board of Directors of the Association, all common areas, avenues of ingress and egress, and driveways shall be used for no other purpose other than normal transit through them.

- No owner or agent, servant, tenant, family member or invitee of an owner shall park any vehicle or

place, or cause to be placed, in the roads and common areas or encumber any common areas with furniture, packages or obstructions of any kind.

SECTION 10: Firearms and Fireworks.

- The use of firearms, pellet or air guns, and bows and arrows is prohibited on Ironwood property.

- Fireworks are permitted only if expressly approved by the Board of Directors of the Association and if performed in a safe manner under the supervision of an adult.

SECTION 11: Solicitation.

Persons soliciting contributions or the purchase of goods or services and persons seeking to distribute materials, brochures or information shall not be allowed access to Ironwood property unless

- a) expressly required by law or the Board of Directors of the Association, or

- b) expressly invited by name as a guest of a specific unit owner or tenant in which the person invited shall limit their solicitation to the person (s) expressly inviting them.

SECTION 12: Owner Responsible for Conduct of Other in Unit.

Each unit owner shall be deemed responsible to the Association for the conduct of members of his household and his tenants, agents, invitees, guests, and pets while on Ironwood property, but the responsibility of the unit owner shall not relieve any member of his household or any of his tenants, agents, invitees or guests from any liability to the Association or to a unit owner for their own acts.

SECTION 13: Access to Ironwood.

Access to Ironwood property for personal guests or invitees may be authorized by unit owners, unit tenants and immediate family members of such owners or tenants who are age 18 or older.

- All access is subject to these rules and regulations.

- Personal guests and invitees may not authorize access for others unless approved by the Board of Directors of the Association or any management agent for Ironwood.

- Only persons with proper authorization may remain on Ironwood. Any guest or invitee may be required to provide the management, agent, the Board of Directors of the Association, or law enforcement officials with proper identification, and the name and telephone number of the person who authorized his access.

#### SECTION 14: Access to Amenities.

Access to Ironwood and Stono Ferry amenities such as the pool, tennis and other common areas is limited to the unit owners, unit tenants, and immediate family members of such owners or tenants, and personal guests who are accompanied by a unit owner, tenant or immediate family member of such owner or tenant.

#### SECTION 15: Obeying Laws.

All valid laws, zoning ordinances and regulations of all Governmental bodies having jurisdiction over the property shall be observed.

Residents responsible for the release of any product related to vehicle maintenance, any liquid that will damage the grass or plants, or any toxic agent on driveways or common area may result in fines from the IOA Board of Directors.

SECTION 16: Waiver of Violation by Board.

The Board of Directors may, for good cause, as determined in its sole discretion, waive violations of these use provisions or other rules and regulations promulgated from time to time. Such waiver shall be in writing.

SECTION 17: Fines for Violation.

Without waiver of any other rights which the Association or any Owner may have under these covenants, the Board of Directors may impose a fine of up to \$100 for each violation under these rules and regulations.

First violation- Warning Letter

Second violation- \$25.00

Third violation- \$50.00, and

Fourth and subsequent violation, \$100.00 per violation.

SECTION 18: Right of Appeal.

If an Owner who has been determined by the Association to be in violation of the rules or covenants believes he or she did not violate the covenants or rules, or otherwise feels that the warning letter sent or fine assessed by the Association is not warranted, he or she can appeal to the Board in writing within 10 days of receiving the warning letter or being assessed the fine. In its sole discretion the Board can decide to accept or reject the appeal. The Board's decision to accept or reject the appeal will be sent to the Owner. The Board will act on the appeal in its first regular meeting following receipt of the appeal.

SECTION 19: Request for Exception.

An Owner can request of the IOA Board, in writing, approval for an exception to any rule, clearly stating the reasons for the request.

- In its sole discretion, the IOA Board may (1) approve the request as requested; (2) approve the request with modifications and conditions, including time limits; or (3) deny the exception.

- The IOA Board will review the request at the first regular meeting following receipt of the request. The decision will be sent in writing to the Owner within ten (10) days of the meeting.

- If sufficient information is not available to make a decision, the IOA Board may request additional information from the Owner.

#### SECTION 20: Grills and Cooking Apparatus.

No grills or cooking apparatus shall be stored on the front porch of any unit. No gas, wood, charcoal or open flame grills, cooking apparatus, fire pits, torches or heaters shall be used on the covered porch or patio of any unit.

#### SECTION 21: Front Porch and Steps.

- The area under the porch is for use only to store rollout trash and recyclable containers.

- Other permitted items are water hoses, plants and plant containers. This area is not to be used as common storage.

- Any permanent front porch gate must match design and type of construction of existing porch railing.

- All temporary gates must be removed immediately when not in use.

#### SECTION 22: Auxilary/Emergency AC Power Generators.



(a) Permanently installed power generators are approved with the following requirements:

- Must operate on propane gas and be connected to the unit's gas supply line.

- Must have less than a 75 decibel noise level when in operation.

- Cannot be located over 24" from an exterior wall or patio of the owner's unit.

- The exact location of the unit will be determined by the Ironwood Board of Directors.

- Units must be professionally installed and comply with all manufacturer, local, state and federal regulations.

(b) Portable power generators are approved with the following requirements:

- 1) Can only be operated when the electricity from the power company is disrupted.

- 2) The generator and all cables must be removed from sight immediately after the electricity is restored by the power company.

- 3) The generator must not be placed on another owner's property.

## ARTICLE X - Easements

### SECTION 1: Utility Easements.

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements no structure, planting, or other material shall be placed or permitted to remain which may

- interfere with the installation and maintenance of utilities.

- change the direction or flow of drainage channels in the easements.

- obstruct or retard the flow of water through drainage channels in the easements.

#### SECTION 2: Encroachments.

If any portion of the common area now encroaches upon any lot or if any lot now encroaches upon any other lot or upon any portion of the common area, as a result of the construction of a building, or if any such encroachment shall occur hereafter as a result of settling or shifting of any building or for any other reason, a valid easement not to exceed one foot for the encroachment and for the maintenance of the same so long as the building stands, shall exist. The foregoing encroachments shall not be construed to be encumbrances affecting the market ability of title to any lot.

#### ARTICLE XI - COVENANTS OF OWNER TO KEEP UNITS INSURED AGAINST LOSS, TO REBUILD AND. TO KEEP IN GOOD REPAIR

The Association covenants itself and on behalf of each subsequent owner of a lot within the properties, and each owner of any lot within the properties, by acceptance of a deed therefor, whether or not it shall be so expressed in said deed, or by exercise of any act of ownership, is deemed to covenant:

- To keep each dwelling unit upon a lot subject to assessment insured against loss by fire with what is commonly called Extended Coverage in an amount equal to

at least 100% of the replacement value of such dwelling unit;

- To name the Association as an additional insured "as its interest may appear" so that the Association shall be entitled to receive notice of cancellation of such insurance policies (subject to the provisions and covenants contained in any mortgage or mortgages creating a lien against any lot) which shall be issued by companies acceptable to the Association. When the insurance company will not name the Association as a co-insured, additional insured or certificate holder on the policy or send a certificate of insurance and/or copy of the policy to the Association, the Owner will cause certificates of insurance and/or a copy of the policy to be issued to the Association each time the policy status changes, such as for a new policy, a renewed policy, or a canceled policy. In the event that the Owner fails to do this, the Owner will receive a warning letter and be given thirty (30) days to comply. If the Owner is still in violation after the thirty (30) days expires, a fine of \$100 will be assessed for each month thereafter until the Owner complies. Payment of a fine may be enforced in the same manner as any other past due assessment.

- To apply the full amount of insurance proceeds to the rebuilding or repair of any dwelling unit (subject to the provisions and covenants contained in any mortgage or mortgages creating a lien against any lot);

- To rebuild or restore the dwelling unit in the event of damage thereto; and

- To keep the dwelling unit in good repair.

• In the event that an owner vacates his unit, due to sale or foreclosure, and before it is foreclosed on and the lender takes possession or a new resident moves in the Ironwood Board of Directors can direct an interior inspection and order any needed repairs to prevent catastrophic damage to the unit and possible damage to adjoining units. Costs will be added as an additional assessment to any assessment owed to the Ironwood Owners Association.

• In the event of a non-payment of any premium for insurance required under this Article XI, the Board is authorized to pay such premium and sums so paid shall become a lien upon the insured lot which shall be enforceable in the same manner and to the same extent as provided for enforcement of liens for assessments hereunder.

• In order to facilitate insurance coverage, the Board, or its duly authorized agent, shall have the authority to and shall obtain insurance for all the buildings, including all single family residential units, unless the owners thereof have supplied proof of adequate coverage to the Board's complete satisfaction, against loss or damage by fire or other hazards in an amount sufficient to cover the full replacement cost of any repair or reconstruction work in the event of damage or destruction from any hazard.

• Such policies shall provide that insurance proceeds payable on account of loss of; or damage to, the real property shall be adjusted with the carrier(s) by the Association and shall be payable solely to the homeowner's mortgagee, if any, and the Association, as

Insurance Trustee for the homeowner(s). Such insurance proceeds shall be applied to repair or restoration of the property as hereinafter provided. All such insurance policies shall provide that coverage may not be cancelled by the carrier without first giving the Association, and unit mortgagee, if any, ten days written notice of cancellation. All such policies shall contain, if obtainable, a waiver of the right of subrogation against any unit owner, members of the unit owners' family, the Association, its officers, agents and employees, as well as a waiver of the "pro rata" clause.

- The Association shall also obtain a Broad Form Public Liability Policy covering all common areas and all damage or injury caused by the negligence of the Association or any of its agents, officers or employees in an amount of not less than \$1,000,000.00 for each occurrence and such policies shall contain a waiver of the right of subrogation against members of the Association, its officers, agents and employees.

- Premiums for all insurance obtained by the Board, except policies on the individual residences, shall be a common expense. Premiums for insurance obtained by the Board on individual residences shall not be a part of the common expense, but shall be an expense of the owner(s) of the specific residence(s) so covered and a debt owed by the owners and shall be paid within twenty (20) days after notice of such debt and shall be collectible by any lawful means permitted by the Laws of the State of South Carolina. In addition, said debt is not paid within twenty (20) days after notice of such debt; such amount shall

automatically become a lien until fully paid. This lien shall be subordinate to the lien of any first mortgage and shall be enforceable in the same manner as any lien created by failure to pay the maintenance assessments

- Any Owner may, if he wishes, at his own expense, carry any and all other insurance he deems advisable beyond that included in the homeowner's policy required by the Association.

- In the event of damage or destruction by fire or other casualty to any property covered by insurance payable to the Association as trustee for the home owners, the Board shall, with the concurrence of mortgagees, if any, upon receipt of the insurance proceeds, contract to rebuild or repair such damaged or destroyed portions of the property to as good condition as formerly. All such insurance proceeds shall be deposited in a bank or other financial institution, the accounts of which bank or institution are insured by a Federal governmental agency, with the provision agreed to by said bank or institution that such funds may be withdrawn only by signature of at least one-third (1/3) of the members of the Board, or by an agent duly authorized by the Board. The Board shall obtain bids from at least two reputable contractors, and then may negotiate with any such contractor, who may be required to provide a full performance and payment bond for the repair, reconstruction, or rebuilding of such building or buildings.

- Also, the Association may levy in any calendar year, a special assessment for the purpose of defraying the cost of construction, reconstruction, repair or replacement of a building or buildings

containing single family residential units, to the extent that insurance proceeds under a group insurance policy containing a Replacement Cost Endorsement are insufficient to pay all costs of said construction, reconstruction, repair or replacement to as good condition as prior to damage or destruction- by fire or other casualty covered by said insurance.

• In the event that any dwelling located on the Property is substantially destroyed by fire or other hazard, and the dwelling is not insured under a group or hazard insurance policy which contains a replacement cost endorsement providing for replacement of a dwelling from insurance proceeds, the owner shall give written notice to the Association within thirty (30) days following such destruction of whether he intends to repair or reconstruct the dwelling; and if the owner fails to give such notice to the Association, it shall be conclusively considered, for purposes of this section, as notice that he does not intend to repair or reconstruct the dwelling. If the owner elects not to repair or reconstruct the dwelling, the Association shall have the first right and option to purchase such lot and dwelling in the manner hereinafter provided. The purchase option shall be effective for a period of ninety (90) days following notice of the owner's election not to repair or reconstruct.

• Exercise of Option. The Board shall appoint a committee, or shall designate an existing committee of the Association, to determine whether failure to reconstruct the damaged dwelling will result in substantial pecuniary injury to the Association or diminution in value of the remaining property. The committee may employ such persons,

including, but not limited to, real estate appraisers, realtors, architects, and engineers as are reasonably necessary to make its determination, and shall report its conclusions, with supporting data, in writing to the Board within fifteen (15) days from the date of appointment. The report shall set forth such matters as the Board and committee deem pertinent, but shall contain estimates of the pecuniary injury and diminution in value along with an estimate of cost of purchase and reconstruction of the townhouse.

- If the Board determines that it would be advantageous to the Association and/or to the remaining Property to purchase and reconstruct the dwelling, it shall call a special meeting by giving written notice thereof, setting forth the purpose of the meeting, to all members within seven (7) days following submission of the committee report. The special meeting of members shall be held not less than seven (7) days or more than fifteen (15) days following notice to members. Upon an affirmative vote of at least fifty-one (51) percent of the membership, in person or by proxy, the Board will be authorized to purchase and reconstruct the dwelling and to assess the entire repair or reconstruction cost of the dwelling. The Board may require that the assessment be paid in a lump sum; in installments during an assessment year; or over a period of two or more assessment years, as the Board, in its discretion, shall determine to be appropriate.

- Such assessment shall be in addition to, and not in lieu of, the annual assessments provided for in Article V, Section 3, or the special assessments provided for in Article, Section 4, herein.



•Determination of Value. The Owner shall convey marketable title thereto to the Association upon payment to the Owner by the Association of the fair market value of the lot and dwelling in its damaged condition as determined by an appraiser selected by the Owner and approved by the Board. In the event that the Board and Owner are unable to agree upon an appraiser, each shall select an appraiser and the two shall select a third appraiser who shall jointly appraise and determine the fair market value of the lot and dwelling in its damaged condition. The appraiser(s)' fee(s) shall be borne equally by the parties.

•Application of Insurance Proceeds. The Owner of the dwelling, prior to conveyance to the Association, shall apply or cause to be applied so much of the proceeds of any hazard insurance paid by reason of the damage or destruction of the dwelling as shall be necessary to pay all liens, mortgages, deeds of trust, taxes and encumbrances upon the lot so that the fee simple, marketable title thereto may be conveyed free and clear of all liens and encumbrances. If the insurance proceeds are not sufficient to pay all liens, encumbrances, and obligations upon the lot the purchase price shall be reduced by an amount adequate to pay such deficiency.

•Failure to Exercise Option. If the Association does not exercise the purchase option herein provided for, the Owner may retain the lot or may transfer or convey it, upon such terms and conditions as he may elect, to any person, to be used solely as the site of an attached, single-family dwelling.

•The reconstructed or repaired dwelling shall be substantially identical to the destroyed dwelling, unless a change shall be approved by the Board, and shall be constructed in conformity with plans submitted to an approved by the Board prior to construction.

•Retention of Owner. If a dwelling is not habitable by reason of damage, and the Owner gives notice of his election to repair or reconstruct the dwelling, the obligation of the Owner to pay annual assessment installments shall be suspended either for a period of ninety (90) days or until the dwelling is restored to habitable condition, whichever shall first occur. In the event a dwelling is Damaged or destroyed, and the Owner does not begin repair or reconstruction within thirty (30) days following the damage or destruction, he shall remove or cause to be removed, at his expense, all debris from the lot, so that it shall be placed in a neat, clean and safe condition; and if he fails to do so, the Association may cause the debris to be removed, and the cost of removal shall constitute a lien upon the dwelling until paid by the Owner, unless the dwelling is thereafter acquired by the Association.

•Reconstruction by the Association. Upon acquisition of title to the dwelling, the Association is authorized to arrange such financing and execute such notes, mortgages, deeds of trust, and other instruments, and to enter into such contracts, and to do and perform such other matters and things as are necessary to accomplish the reconstruction of the dwelling; provided, however, that only that dwelling which is to be reconstructed shall stand as security for any liens, mortgages, or obligations, arising out of

the purchase or reconstruction of the dwelling, and no other portion of the Property, including the limited common area and facilities, shall be pledged, hypothecated, mortgaged, deeded in trust, or otherwise given -as security for any obligations arising out of said purchase or reconstruction, and no member shall be required to become personally obligated therefor.

•The Association shall hold title to the lot improvements for the benefit of all members. The Board may lease or sell the lot and improvements upon such terms and conditions as it, in its discretion, deems most advantageous to the members. The lease rental shall be applied to the following in the order of priority:

(1) to the payment of taxes, assessments; liens, encumbrances, and obligations on or secured by the lot;

(2) to the maintenance, upkeep, and repair of the dwelling;

(3) to payment or repayment to the members, pro rata, of the special assessment, if any, for purchase and reconstruction of the dwelling; and

(4) to the general expenses of the Association any payment or repayment to members of the special assessment may be in cash or may be applied to the annual assessment due or to become due.

•Application of Declarant and By-Laws. Any dwelling which has been destroyed, in whole or in part, by fire or other casualty, and is subsequently restored or reconstructed, shall be subject to the provisions of this Declaration and to the By-Laws of the Association.

•The Association will insure all units under a termite bond and the cost of such bond shall be included in the annual assessment.

## ARTICLE XII- GENERAL PROVISIONS

### SECTION 1 : Enforcement.

•The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration.

•Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

### SECTION 2: Severability.

Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provision which shall remain in full force and effect.

### SECTION 3: Amendment.

This Declaration may be amended by an instrument voted on and signed by not less than fifty-One (51) percent of the lot owners, provided that no amendment shall alter any obligation to pay ad valorem taxes or assessments for public improvements as herein provided, or affect any lien for the payment thereof established herein. Any amendment must be properly recorded.

### SECTION 4: Annexation.

Additional other residential property and common area may be annexed to the properties with the consent

of 2/3 of a 2/3 quorum of the membership at a duly called meeting for that purpose.

SECTION 5: Amendment of Declaration without the Approval of Owners.

The Ironwood Board of Directors, without the consent or approval of the owners shall have the right to amend this Declaration to conform to the requirements of the Stono Ferry Owners Association, or of any law or governmental agency having legal jurisdiction over the property or to qualify the property or any lots and improvements thereon for mortgage or improvement loans made or insured by a governmental agency, or to comply with the requirements of law or regulations of any corporation or agency belonging to, sponsored by, or under the substantial control of the United States Government or the State of South Carolina, regarding purchase or sale of such lots and improvements or mortgage interest therein, as well as any other law or regulation relating to the Control of property, including, without limitation, ecological controls, construction standards, aesthetics, and matters affecting the public health, safety and general welfare. A letter from an official of any such corporation or agency, including, without limitation, the Veterans Administration, U.S. Department of Housing and Urban Development, the Federal Home Loan Mortgage Association, Government National Mortgage Association or the Federal National Mortgage Association, requesting or suggesting an amendment necessary to comply with the requirements of such corporation or agency shall be sufficient evidence of the approval of such corporation or agency, provided that

the changes made substantially conform to such request or suggestion.

No amendment made pursuant to this Section shall be effective until duly recorded in the RMC Office for Charleston County.

SECTION 6: Lease of Dwelling.

- No dwelling shall be leased for transient or hotel purposes, nor may any Owner lease less than the entire unit. Any lease must be in writing and provide that the terms of the lease and the occupancy of the unit shall be subject in all respects to the provision of this Declaration of Covenants, Conditions and Restrictions and By-Laws of the Association, and any failure by any lessee to comply with the terms of such documents shall be a default under the lease.

- Owners leasing their unit(s) must notify the Board of Directors or its representative within thirty (30) days of any change of the occupants of their unit. All tenant information must be provided, names and contact information. All new tenants must be provided copies of all the current governing documents of Ironwood. Failure to provide any of this information may result in a fine.

SECTION 7: Conflicts.

- In the event of any irreconcilable conflict between the Declaration and the By-Laws of the Association, the provisions of this Declaration shall control.

- In the event of any irreconcilable conflict between this Declaration or the By-Laws of the Association and the Articles of Incorporation, the Articles of Incorporation shall control.

SECTION 8: Professional Management and Services. Any agreement for professional management of Ironwood Owners Association or any other contract providing for services shall not exceed three years. Any such agreement must provide for termination by either party without cause and without payment of a termination fee on ninety (90) days written notice.

SECTION 9: LIMIT OF CHANGES TO PUD.

Unless at least two-thirds (2/3) of owners of the individual PUD units in the PUD have given their prior written approval, the Association, corporation or trust shall not be entitled to:

- By act or omission seeks to abandon, partition, subdivide, encumber sell, or transfer the common property owned, directly or indirectly, by the Association, corporation or trust for the benefit of the PUD units (the granting of easements for public utilities or for other public purposes consistent with the intended use of such common property by the PUD shall not be deemed a transfer within the meaning of this clause);

- Change the method of determining the obligations, assessments, dues or other charges which may be levied against an owner;

- By act or omission change, waiver or abandon any scheme of regulations, or enforcement thereof, pertaining to the architectural design or the exterior appearance of units, the exterior maintenance of units, the maintenance of the common property or the upkeep of lawns and plantings in the PUD;

- Fail to maintain fire and extended coverage on insurable PUD common property on a current replacement cost

basis in an amount no less than 100% of the insurable value (based on current replacement cost);

- Use hazard insurance proceeds for losses to any common area other than the repair, replacement, reconstruction of such common property.

#### ARTICLE XIII - RIGHTS OF FIRST MORTGAGEES

The following provisions, in addition to provisions set forth elsewhere in this Declaration, shall be applicable to the holders of first mortgages upon the individual dwellings subject to this Declaration and any amendments thereto.

SECTION 1: Any first mortgagee who obtains title to a PUD Unit pursuant to the remedies provided in the Mortgage or foreclosure of the Mortgage will not be liable for such PUD Unit's unpaid dues or charges which accrue prior to the acquisition of title to such unit by the mortgagee 1.,

SECTION 2: First mortgagees of PUD Units may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against any PUD common property, may pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy, for such common property and first mortgagees making such payments shall be owed immediate reimbursement therefor from the PUD homeowners association, corporation or trust. Entitlement to such reimbursement is reflected in an agreement in favor of all first mortgagees of units in a PUD duly executed by the PUD homeowners association, corporation or trust.



SECTION 3: No provision of the PUD constituent documents gives a PUD unit owner, or any other party, priority over any rights of the first mortgagee of a unit in a PUD pursuant to its mortgage in the case of a distribution to such PUD Unit owner of insurance proceeds or condemnation awards for losses to or a taking of PUD common property.

SECTION 4: A first mortgagee, upon request, is entitled to written notification from the homeowners association of any default in the performance by the individual PUD Unit Borrower of any obligation under the PUD constituent documents which is not cured within sixty (60) days.

ARTICLE XIV - PROPERTY SUBJECT TO THE  
COVENANTS AND RESTRICTIONS OF THE  
STONO FERRY OWNERS ASSOCIATION

The property described hereto is hereby declared to be subject to the Declaration of Covenants and Restrictions for the Plantation at Stono Ferry Subdivision and provisions for the Stono Ferry Owners Association, Inc., recorded in the Office of the RMC for Charleston County in Book C148 at Page 12, together with any supplements and modifications thereafter recorded, and further subject to the Amended and Restated Covenants and Restrictions of the Stono Ferry Owners Association recorded in the RMC Office aforesaid in Book 8339, Page 749:

Members of the Ironwood Owners Association are also members of the Stono Ferry Owners Association.

The covenants and restrictions stated herein and the provisions of the Bylaws of the Ironwood Owners

Association shall be in addition to the various recorded covenants, restrictions and provisions, for the Plantation at Stono Ferry Subdivision and provisions for the Stono Ferry Owners Association, Inc., as supplemented and modified.

In the event of any conflict between the covenants and restrictions herein or the provisions of the Ironwood Owners Association and the aforementioned Covenants and Restrictions of the Plantation at Stono Ferry and the provisions of the Stono Ferry Owners Association, the covenants and restrictions applicable to the Plantation at Stono Ferry and the provisions of the Stono Ferry Owners Association shall supersede.

#### Article XV CAPITALIZATION FEE

Section 1: Upon the sale of any Unit, a capitalization fee of one quarter (1/4) of 1% of the sale price is due and payable to "Ironwood Owners Association" by the purchaser of such Unit. This fee is due no later than the time of closing. Failure to pay shall result in a lien on the property.

SECTION 2: At such time, the owner shall also contribute to a capital reserve established by the Stono Ferry Owners Association.

IN WITNESS WHEREOF the Declarant has affixed his hand and seal this 4 Day of Jan., 2019.

IRONWOOD HOMEOWNERS ASSOCIATION

*Ray Pratt*  
President

*Lauren Cuello*  
Witness

*Jon Z. Austin*  
Witness

ATTEST:

*Paula Lee*  
By: Secretary

*Lauren Cuello*  
Witness

*Jon Z. Austin*  
Witness