



BP0593099

# PGS:

15

STATE OF SOUTH CAROLINA     )     SECOND AMENDED AND RESTATED  
   )     DECLARATION OF COVENANTS  
 COUNTY OF CHARLESTON        )     AND RESTRICTIONS FOR MARSH POINTE

THIS SECOND AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS FOR MARSH POINTE executed this 26<sup>th</sup> day of October, 2016 by Marsh Pointe Association, Inc.

**WITNESSETH**

WHEREAS, the Declaration of Covenants and Restrictions for Marsh Pointe was recorded in the RMC Office for Charleston County on July 19, 1985, in Book T-146, at Page 649 ("Declaration"); and

WHEREAS, the First Amended and Restated Declaration of Covenants and Restrictions for Marsh Pointe was recorded in the RMC Office for Charleston County on April 11, 2011, in Book 0181, at Page 556 ("First Amended Declaration"); and

WHEREAS, not less than seventy-five (75%) of the Lot Owners in Marsh Pointe have signed an instrument amending and restating the Declaration, as amended and restated by the First Amended Declaration, as hereinafter more fully set forth.

NOW, THEREFORE, all those certain lots, pieces, or parcels of land, situate, lying and being in Marsh Pointe, Town of Mount Pleasant, County of Charleston, State of South Carolina, shown on that certain subdivision plat by G. Robert George & Associates, Inc. dated October 12, 1984, and recorded in the RMC Office for Charleston County in Plat Book BE, at Page 101 shall be, and are hereby, made subject to the within Second Amended and Restated Declaration of Covenants and Restrictions for Marsh Pointe as follows, to-wit:

**ARTICLE I**

**DEFINITIONS**

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

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

Section 3. "Properties" shall mean and refer to all those lots, pieces or parcels of land, situate, lying and being in the Town of Mount Pleasant, County of Charleston, State of South Carolina, shown on that certain plat entitled "Subdivision Plat of Marsh Pointe..." and recorded in the RMC Office for Charleston County in Plat Book BE, page 101.

Section 4. "Common Area" shall mean and refer to all real property owned by the Association for the common use and enjoyment of the Owners.

Section 5. "Lot" shall mean and refer to any one of the numbered rectangular plots of land shown on the Subdivision Plat recorded in Plat Book BE, page 101, excepting the Area shown thereon as Marsh Court Lane.

Section 6. "Member" shall mean and refer to every person or entity who holds fee simple title to a Lot comprising a part of the Properties.

Section 7. "Capital Improvements" shall mean and refer to a valuable addition made to the Common Area or amelioration in the condition of the Common Area intended to enhance its value, beauty, or utility, including drainage and parking areas, and for repairs or enhancements to the exterior of fixtures and certain personal property located upon the Common Area, as well as to all maintenance required to be performed by the Association in accordance with the terms of this Second Amended and Restated Declaration of Covenants and Restrictions for Marsh Pointe.

Section 8. "Bylaws" shall mean the Bylaws of Marsh Pointe Association, Inc., attached hereto as Exhibit "A" and incorporated herein by express reference.

## **ARTICLE II**

### **PROPERTY RIGHTS**

Section 1. Owner's Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area and such easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (a) The right of the Association to suspend the voting rights of an 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 this Second Amended and Restated Declaration, Second Amended Bylaws or Association's published rules and regulations;
- (b) 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 condition as may be agreed upon by the Members. No such dedication or transfer shall be effective unless an agreement signed by fifty-two percent (52%) of the Members agreeing to such dedication of transfer has been recorded;
- (c) The right of the individual Owners to the exclusive use of parking spaces as defined in Article VIII "Use Restrictions" and to limit parking spaces and to limit parking per household to one (1) car per bedroom;
- (d) The right of the Association to limit the number of guests or renters per unit leased;

- (e) The right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Area and facilities, if any, and in aid thereof to mortgage said properties.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Area and facilities, if any, to the members of his family, his tenants, or Contract Purchasers who reside on the property.

### **ARTICLE III**

#### **MEMBERSHIP AND VOTING RIGHTS**

Section 1. Every Owner of a Lot which is subject to assessment shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from Ownership of any Lot which is subject to Assessment.

Section 2. The Members of the Association shall be entitled to one (1) vote for each Lot owned. When more than one (1) 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 (1) vote be cast with respect to any Lot.

### **ARTICLE IV**

#### **COVENANT FOR MAINTENANCE ASSESSMENTS**

Section 1. Creation of the Lien and Personal Obligation of Assessments. An Owner for each Lot owned within the Properties, hereby covenants and each Owner of any Lot by acceptance of a Deed therefore, whether or not it shall be so stated in such Deed, is deemed to covenant and agree to pay the Association.

- (a) Annual assessment or charges
- (b) Special assessments for Capital Improvements and/or maintenance required to be performed by Association in accordance with the terms of this declaration, 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 upon each Owner's Lot, and shall be a continuing lien upon the Lot against which each assessment is made and subject to foreclosure.
- (c) Each such assessment, together with interest, cost and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due. The personal obligation for delinquent assessments 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 for the purpose of promoting the health, safety and welfare of the residents in the Properties, and in particular for hazard insurance, grounds maintenance, maintenance for the entrance to the neighborhood, for the

improvement and maintenance of the Common Area, painting and /or staining of the exterior of the improvements situated upon the Properties, the repair and replacement of roof shingles, such exterior maintenance as is required to be performed by Association in accordance with Article VII hereof, and for other purposes related to the use and enjoyment of the Common Area.

Section 3. Basis of Annual Assessment. The annual assessment amount shall be set by the Board of Directors based upon the annual budget of the Association which shall be distributed to all Members.

Section 4. Special Assessments for Capital Improvements and Maintenance. In addition to the annual assessment so authorized, the Association's Board of Directors may levy, in any assessment year applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any Capital Improvements or maintenance required to be performed by Association in accordance with the terms of this Second Amended and Restated Declaration.

Section 5. Uniform Rate of Assessment. Both the annual and special Assessments must be fixed at a specific rate for each Lot. Fixed annual assessments and special assessments are to be paid and collected as determined by the Association's Board of Directors.

Section 6. Date of Commencement of Assessment. The annual assessment provided for herein shall commence as to all Lots on the first day of the month following conveyance of the Lot. The first assessment shall be adjusted according to the number of days remaining in the calendar month. Special assessments shall become due and payable as authorized and levied by the Association's Board of Directors. The Board of Directors shall notify all members in writing as to the assessment amount and frequency of payment of assessments.

Section 7. Effect of Non-Payment of Assessments: Remedies of the Association. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of eight percent (8%) per annum. In addition, non-payment of any delinquent amounts shall be assessed a late fee of \$30.00 per month, per Lot, until the delinquent amount has been paid in full. Failure to pay this late fee will authorize the Board of Directors to put a lien on delinquent Owner's Lot, and further, right to foreclose thereon for said amount plus attorney's fees attributed to such foreclosure and all other costs of foreclosure.

Each owner, by his acceptance of a Deed to a Lot, hereby expressly vests in the Marsh Pointe Association, Inc., or its agents, the right and power to bring all actions at law against such Owner personally obligated to pay the same, seek a judgment, or foreclosure the lien against the Lot. Interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment or lien. No Owner may waive or otherwise escape liability of the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 8. Transfer Fee. A transfer fee of \$1,500.00 shall be made by new Owners at the time of Lot purchase, to be paid to the Association in one lump sum within 30 days of lot purchase and recording or will become a lien on the Lot, which the Association can foreclose on with 8% per annum interest, plus all cost and attorney fees of foreclosure.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or deed of trust. Sale or transfer of any Lot shall not relieve the Owner of record, at the time such assessments were made, of any amounts due prior to (or) subsequent to the sale, foreclosure, or other transfer of the Lot.

## **ARTICLE V**

### **ARCHITECTURAL CONTROL**

No building, fence, wall, porch, deck, storm/screen door, light fixture or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, material, color, and location of the same in relation to surrounding structures, landscape, topography, and property boundaries shall have been submitted to and approved in writing by the Board of Directors of the Association or by its appointed architectural committee. Likewise, with regard to landscaping, no major alterations or tree removal shall be permitted without similar architectural approval from the Board of Directors or its appointed architectural committee. The Board shall approve or deny submissions within 45 days. Submissions shall be deemed denied until a formal response is given by the Board. In the event said Board or its designated committee, fail to approve or disapprove such design or location within forty-five (45) days after said plans and specification have been submitted to it, further approval will not be required and this Article will be deemed to have been fully complied with.

## **ARTICLE VI**

### **PARTY WALLS**

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 or within the dividing line between the Lots shall constitute a Party Wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omission 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 equal proportions to such use, except for malicious damage, whereby the responsible Owner shall pay the total cost of repair.

Section 3. Destruction by Fire and Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, then, to the extent that such damage is covered by insurance and repaired out of the proceeds of the same, 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 the restoration thereof in equal proportions without prejudice; however, as to the right of such Owners to call for a larger contribution from the others, any rule of law regarding liability for neglect or willful acts or omission shall take precedence.

Section 4. Weatherproofing. Notwithstanding any other provision of this article, to the extent that such damage is not covered by and paid by the insurance provided for herein, an Owner who, by his neglect or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs with Land. The right of any Owner to contributions from any Owner under this article shall be appurtenant to the land and shall pass to the Owner's successors in title.

Section 6. In the event of any dispute arising concerning a party wall or under the provisions of this Article, each party shall choose one (1) arbitrator, and such arbitrators shall choose one (1) arbitrator, and the decision shall be by a majority of all the arbitrators. Should any party refuse to appoint an arbitrator within ten (10) days after written request therefor, the Board of directors of the association shall select an arbitrator for the refusing party. Arbitration shall be governed by the American Arbitration Association Rules and Procedures.

**ARTICLE VII**  
**EXTERIOR MAINTENANCE, HAZARD/ WIND/HAIL INSURANCE AND DAMAGES**  
**TO INTERIOR OF UNIT/TERMITE REPAIR BOND**

Section 1. Exterior Maintenance. In addition to maintenance upon the Common Area, and Common Area improvements, the Association shall provide exterior maintenance upon each Lot, which is subject to assessment hereunder, as follows:

- Cutting of lawns
- Reasonable trimming of trees and shrubs necessary for continued healthy growth, safety concerns, and/or continued unencumbered ingress and egress to driveways and/or walkways
- Repair, maintenance and replacement of exterior wood surfaces including paint or staining of the same
- Roof repair and maintenance including replacement or shingles, vents, flashing, felt, and decking material

- Front porch decks maintenance, however, limited to repairs required for continued safe ingress and egress and shall not include routine cleaning and/or painting. The Association will only paint front porches and steps in conjunction with painting of the exterior of the units.
- Condenser unit platforms maintenance required for continued structural integrity. If owner upgrades exterior condenser unit to larger size than can reasonably sit on existing platform, owner is responsible to replace platform at their expense.
- Rodent control within each building. Limited to removing rodents from buildings and repairs of damage caused by rodents to exterior maintenance items covered by the Association.
- Termite Bond. Termite damage not covered by the Bond carrier is the Owners responsibility. Insect control is not provided by the Association.

Such exterior surface maintenance, repairs and replacement shall not include structural elements and foundations including joists, beams, trusses, subfloor, framing and wall sheathing, glass surfaces, exterior doors and windows, including garage doors, rear decks (including connecting stairs if applicable), patios, screen porches, hardware, electrical, plumbing, HVAC, communication systems or components, under-unit maintenance, insect control, walks or driveways. Maintenance of landscape beyond items listed above shall be the responsibility of the Owner/tenant.

In the event that the need for maintenance or repair is caused through the willful or negligent act of any Owner, his family, lessees, guests or invitees, and not covered or paid for by individual insurance on such Lot, the cost of such maintenance or repairs shall be added to and become part of the assessment to which such Lot is subject. The Owner of such Lot shall be responsible for payment of the insurance deductible amount, if any, or, in the case of no insurance coverage, shall be responsible for the entire cost related thereto, of the maintenance or repairs required, both of which shall be treated as a Special Assessment to that owner for all collection purposes.

Section 2. Hazard Insurance. The Board of Directors of the Association shall obtain insurance coverage for the Property against loss or damage due to fire and windstorm in an amount reasonably obtainable and consistent with the insurable replacement value of the property, including interior walls, flooring, ceilings, wiring, plumbing, mechanical devices, fixtures, and built-ins. The Board shall also have the authority to insure against other hazards (Earthquake) and risks as it may deem desirable for protection of the property. All hazard insurance policies shall designate the Association Board as the named insured as Trustee for the benefit of all Unit owners and their mortgagees collectively, as their respective interest may appear, with proceeds in the event of loss or damage being paid to the same as Trustee. The Board shall, at its discretion, determine the amount of deductible most advantageous to the Association and individual unit owners and shall review the deductible amount from time to time for reasonableness and adequacy. Individual Unit owners shall be responsible for obtaining, at their sole expense, insurance covering any interior

equipment, appliances, furnishings and content of their individual units not covered by the master policy.

Section 3. Wind/Hail Insurance (Named Storm). Wind & Hail Insurance is covered by the Association master policy with a deductible. This deductible is set by the South Carolina Insurance Commission; therefore the Association shall create and maintain an Insurance Reserve Fund for this purpose. However, the Insurance Reserve Fund may also be earmarked for capital assessment expenditures to offset the need for new special assessments, as determined by the Association's Board, in the best interest of the unit owners represented. It shall be funded by surplus, when available, from the General Fund and by Special Assessments, if deficiencies exist in this fund and additional monies are needed.

Section 4. Flood Insurance. Marsh Pointe is located in special flood hazard zone AE-12 based on FEMA flood map 45019C0536J, effective 11/17/2004. Individual Unit Owners shall be responsible for obtaining, at their sole expense, a Flood Insurance Policy with elevation certificate, with the Individual Unit Owner's name(s) and mortgage holder, if applicable, as the Insured, for the Benefit of all Unit Owners. Each Owner shall be required to provide a copy of such Flood Insurance Policy to the Association's Board of Directors. No Owner may waive or otherwise escape liability for Flood Insurance. Any Owner who fails to obtain Flood Insurance, shall be subject to fines and/or the Association may force place such insurance and bring an action at law against the Owner obligated to obtain for reimbursement, together with attorney fees and costs. An Individual Owner member may opt out of Flood Insurance with a yearly Bond in place no less than current County Tax Assessor's value of Owner's property. Each individual Owner shall be responsible for submitting proof of Flood Insurance or Bond at annual renewal of individual policies to the Association Board of Directors. Failure to provide proof on Flood Insurance or Bond shall be subject to the imposition of fines by the Association. Further, the Association shall have the right, in its sole discretion, to force place such insurance on the Owner's behalf and to seek reimbursement of all costs associated with such insurance from the Owner, together with attorney fees and costs.

Section 5. Damages to Interior of Unit. Each Owner shall be responsible for the reconstruction, repair and maintenance of the interior of his Unit, including but not limited to structural framing/flooring, floor coverings, wall coverings, window treatments, light fixtures, furniture, and appliances, whether free standing or built in, including any damage caused by termites or insects not covered by Termite Bond or Homeowner's Insurance

## ARTICLE VIII



## USE RESTRICTIONS

Section 1. The Properties are hereby restricted to residential dwellings for residential use. All buildings or structures erected upon the properties shall be of new construction and no buildings or structures shall be moved from other locations onto said properties and no subsequent buildings or structures other than townhouse apartment buildings, being single family townhouses joined together by a common exterior roof and foundation shall be constructed. No structure of temporary character, trailer, mobile home, camper, basement, tent, shack, garage, bar, or other building shall be used on any portion of the properties at any time as a residence either temporarily or permanently.

Section 2. Each Lot shall be conveyed as a separately designated and legally described fee simple estate subject to the terms, conditions and provisions hereof.

Section 3. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any of the said Lots, except that dogs, cats, or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose and are leashed according to town ordinance. All Owners, his family, guests, invitees or tenants shall be responsible for said dog, cat, or other household pet and must immediately clean up and properly dispose of any pet waste from all areas of the Property. Any violations of this Section 3 will be reported to the Town of Mt. Peasant for enforcement by the Animal Control Officer and may, in the discretion of the Board, result in the imposition of monetary fines against the Owner of such pet.

Section 4. No advertising signs, billboards, unsightly objects or nuisances shall be erected, placed, or permitted to remain on the Properties for an extended period of time, with the exception of a "For Rent" or "For Sale" sign no larger than 24" x 36", or property alarm system or similar protection sign. An extended period of time shall be deemed one week but at the discretion of the Board and depending on the situation may require immediate attention.

Section 5. No Lot shall be used in any way or for any purpose which may endanger the health or unreasonably disturb the Owner or resident of any Unit.

Section 6. No commercial business or any kind whatsoever shall be conducted in any building or on any portion of any Lot.

Section 7. No items shall be placed outside of a Unit that are deemed to be unsightly, that creates a liability or monetary cost to the Association, that endangers the health or safety of the residents of the community, that poses a fire hazard or produces any noxious or offensive odors, and the storage of any item(s) that may attract insect or other parasitic infestation, as determined by the Board.

Section 8. The Garbage and recycle bin shall be kept in the garage or adjacent storage area. Garbage, rubbish and trash shall be regularly picked-up and removed from

designated premises and shall not be allowed to accumulate. Rubbish and trash shall be moved to the street curb only in front of each individual owner's Unit and may not be accumulated in the cul-de-sac or other Common Area. Garbage and recyclables are to be placed in their individually provided cart respectively and transported to the street for weekly pick-up a maximum of one (1) day prior to collection. Said containers shall be returned to Owner's garage or adjacent storage area within one (1) day of collection, or monetary fines may be imposed against the Owner in the discretion of the Board.

Section 9. No flammable gas or liquids shall be stored under units on any Lot.

Section 10. Owners/tenants shall not hang laundry on clotheslines, drying racks, porch or patio railings, or similar areas on any Lot visible by other residents.

Section 11. No buses, boats, trailers or recreational vehicles shall be allowed to park on any Lot, the street or in the parking spaces. Commercial vehicles or vehicles with commercial signage are only allowed temporary parking during which time related work or repairs are being performed.

Section 12. Resident parking is only allowed in designated driveways, in the cul-de-sac or at the entrance of the subdivision. Additional, but limited, parking is allowed on the street, but only for Owners or those visiting Owners or residents, and only in front of their respective Units. Owner parking shall be limited to one (1) vehicle per bedroom within their respective unit. In no event is parking allowed on any grass surface within the boundary of the Property. Violations of the restrictions noted in this section will be reported to the Town of Mt. Pleasant Police Department for enforcement. This would include abandoned or unlicensed vehicles. The Board of Directors reserves the right to tow any vehicles in violation of these restrictions at the owner's expense.

Section 13. Vehicle maintenance beyond washing and basic maintenance of appearance is not permitted outside of the Unit on any Lot. Oil changes, brake replacement, fluid changes, or other more involved vehicle repairs are only permitted within the garage and shall not be seen by other residents. All vehicles shall meet local noise requirements; automobiles and motorcycles must have mufflers in good working condition. Vehicles also must be properly maintained and not create a disturbance or annoyance to others. Any damage caused by improperly maintained vehicles will be repaired by the Association and billed to the Owner of the Unit.

Section 14. All structural elements, fixtures and equipment installed within a townhouse, including those items of a supporting, electrical, plumbing or other mechanical nature shall be maintained and considered the responsibility of the Unit Owner. An Owner shall do no act or any work that will impair the structural soundness or integrity of another townhouse, impair any easement or allow any condition to exist which will adversely affect other townhouses or their owners.

Section 15. No exterior television or radio antenna of any sort shall be placed or

allowed upon any portion of the improvements located on the Lot without prior written approval and authorization of the Board of Directors. Satellite television dishes and all associated wiring and appurtenances shall be installed such that they are not visible from the street.

Section 16. Hot tubs are not permitted. Existing hot tubs at the time of this document are not required to be removed but shall be utilized, be properly maintained, and covered when not in use.

Section 17. Garage doors shall be kept closed to the maximum extent practical; limiting visual and aesthetic impacts to other residents.

Section 18. An Owner shall only lease his/her Unit upon submittal of the appropriate documentation and subsequent review and approval by the Board. Unit owners may lease their property to one individual or one family related by blood or marriage. More than two (2) tenants that are unrelated are not allowed. Rental leases less than one year are not permitted; except in the renewal of an existing lease. Owners shall have tenants read and indicate by signature that tenants have read and understand the Covenants and Restrictions of the Marsh Pointe Association and Neighborhood Rules. Owners shall provide the Board of Directors with a copy of a signed statement from any tenant(s) indicating such within thirty (30) days of signing a lease or occupying a Unit. Failure by the tenant to comply with the terms of this Declaration shall be a default under the lease and shall be grounds for the Association to impose separate fines and/or evict a tenant.

Section 19. A maximum of 20% (10 units) of the total units can be leased at any one time. However, those currently under lease shall be grandfathered if they exceed 20%. Once a year the Association or its Manager shall inquire of each unit owner whether such unit is "Owner Occupied", a "Seasonal Home", or a "Leased Premise". The response to the Association or its Manager shall include updated telephone and email contact information and, should the unit be leased, include similar for tenants. Each owner shall reply within 30 days of such inquiry and inform the Association if any current lease shall terminate. Upon failure to so reply, the Board of Directors can impose a monetary fine on a daily basis until Owner responds as required in accordance with the terms hereof.

Section 20. No action shall at any time be taken by the Association or its Board of Directors which in any manner would discriminate against any Owner in favor of the other Owners.

## **ARTICLE IX**

### **EASEMENTS**

Section 1. Each townhouse and the property included in the Common Area shall be subject to an easement for encroachments created by construction, settling, and overhangs. A valid easement for said encroachments and for the maintenance of

same, so long as it stands, shall and does exist. In the event the multi-family structure containing two or more townhouses is partially or totally destroyed, and then rebuilt, the owners of the townhouses as affected agree that minor encroachments of parts of the adjacent townhouse units or Common Area due to construction shall be permitted and that a valid easement for said encroachment and the maintenance thereof shall exist.

Section 2. There is hereby created a blanket easement upon, access, over and under all of the said Property of ingress, egress, installation, replacing, repairing and maintaining all utilities, including, but not limited to, water, gas, sewers, telephones, and electricity, and a master television antenna system. By virtue of this easement, it shall be expressly permissible for the providing electrical and/or telephone wires, circuits, and conduits, on, above, across and under the roofs as exterior walls of said townhouses. An easement is further granted to all police, fire protection, ambulance, post office, and all similar persons to enter upon the streets and Common Area in the performance of their duties. Further, an easement is hereby granted to the Association, its officers, agents, employees, and to any management company selected by the Association to enter in, to cross over, the Common Area and any townhouse to perform the duties of maintenance, and repair of the townhouses of Common Area provided for herein. Notwithstanding anything to the contrary contained in this Paragraph, no sewers, electrical lines, water lines, or other utilities may be installed or relocated that would run under any townhouse unit unless approved by the Association's Board of Directors. Should any utility furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, Association shall have the right to grant such easement on said property provided for in this Article IX shall in no way affect any other recordable easement on said premises.

### Section 3. Underground Electrical Service.

a. Underground single phase electrical service shall be available to all residential townhouses on the aforesaid Lots and to recreation buildings, as applicable, constructed on the Common Area. The metering equipment shall be located on the exterior surface of the wall at a point to be designated by the Association. The utility company furnishing the service shall have a two foot (2') wide easement along and centered on the underground electric power service conductors installed from the utility company's easement to the designated point of service on the townhouse structure.

b. For so long as such underground service is maintained, the electric service shall be uniform and exclusively of the type known as single phase, 120 volts, 3 wire, 60 cycle alternating current.

c. Easements for the underground service may be crossed by driveways, and walkways, provided that the Owner or Builder makes prior arrangements with the utility company furnishing electrical service. Such easements of the underground service shall be kept clear of all other improvements, including buildings, patios, and

other paving's, other than crossing walkways and driveways.

**ARTICLE X**

**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. The Association shall have the right to establish, assess, and collect reasonable fines and penalties for violations of the Declaration which shall be liens against the Lot as provided herein. Such fines shall not exceed Fifty Dollars (\$50.00) per violation, per day. Association shall have the right to collect reasonable attorney fees and costs in any action to enforce these covenants and restrictions.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

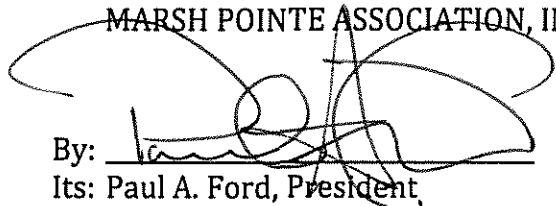
Section 3. Amendment, This Declaration may be amended by a written instrument signed by not less than fifty-two percent (52%) of the members who are entitled to vote. Any amendment must be recorded in the RMC Office for Charleston County, South Carolina.

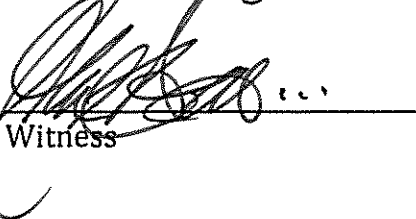
IN WITNESS WHEREOF, the undersigned Marsh Pointe Association, Inc., by and through its undersigned president, has hereunto set its hand, this 26th day of October, 2016.

IN THE PRESENCE OF:

MARSH POINTE ASSOCIATION, INC.

  
Witness

By:   
Its: Paul A. Ford, President

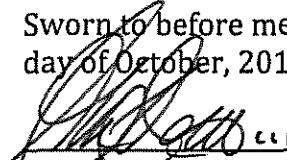
  
Witness

By:   
Its: Steve Diesing, Secretary

STATE OF SOUTH CAROLINA     )  
COUNTY OF CHARLESTON     )

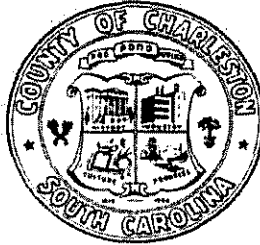
PERSONALLY appeared before me, the undersigned Notary, who, along with the undersigned witness, do hereby certify that the Marsh Pointe Association, Inc., by and through its President and Secretary, respectively, signed the within Second Amended and Restated Declaration of Covenants and Restrictions for Marsh Pointe as its act and deed.

Sworn to before me this 26<sup>th</sup>  
day of October, 2016.

  
\_\_\_\_\_  
Notary Public for South Carolina  
My commission Expires: 6/29/20

  
\_\_\_\_\_  
Witness

# RECORDER'S PAGE



**NOTE:** This page **MUST** remain with the original document

**Filed By:**

CISA & DODDS  
 858 LOWCOUNTRY BLVD.  
 SUITE 101  
 MT. PLEASANT SC 29464 (COURIER)

RECORDED		
Date:	October 27, 2016	
Time:	4:16:55 PM	
<u>Book</u>	<u>Page</u>	<u>DocType</u>
0593	099	Misc/Amend
Charlie Lybrand, Register Charleston County, SC		

**MAKER:**

MARSH POINTE ASSN

# of Pages: 15  
 # of Sats:  # of References:

**RECIPIENT:**

N/A

Note:

Recording Fee	\$ 10.00
Extra Reference Cost	\$ -
Extra Pages	\$ 10.00
Postage	\$ -
Chattel	\$ -
<b>TOTAL</b>	<b>\$ 20.00</b>

**Original Book:**

T146

**Original Page:**

649

**DRAWER** Drawer 1  
**CLERK** KLH



0593  
Book



099  
Page



10/27/2016  
Recorded Date



16  
# Pgs



T146  
Original Book



649  
Original Page



D  
Doc Type



16:16:55  
Recorded Time