

AMENDMENT TO THE DECLARATION  
OF COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR I'ON

THIS AMENDMENT is made this 1<sup>st</sup> day of July, 2002.

WITNESSETH

WHEREAS, The I'On Company, LLC, a South Carolina limited liability company (**"Founder"**), executed that Declaration of Covenants, Conditions and Restrictions for I'On (the **"Declaration"**) which was recorded on February 9, 1998 in Book C297, at Page 282, et seq., in the Office of Mesne Conveyances for Charleston County, South Carolina; and

WHEREAS, pursuant to Section 9-107 of the **Declaration**, for a period of five years after the date on which the Declaration was **recorded**, the Founder has the right to amend the Declaration to comply with applicable law and for such other purposes as do **not** materially adversely affect the title to any Lot or the rights specifically granted to the Titieholders under the Declaration; and

NOW, THEREFORE, the Declaration is hereby amended as follows:

1.

Exhibit D, I'On Rules, is amended to read as follows

D-J01 Vehicles. Except for temporary guests and visitors, only standard private passenger vehicles, including passenger vans and pick-up trucks are permitted to be parked at the front of a Lot or on thoroughfares. **All** other vehicles, including motorcycles, boats and other water craft, campers, golf carts, recreational vehicles, and trailers shall be parked at the rear of a Lot behind a home, and adequately screened to be **visible**. only from the service lane, not from the thoroughfares.

If the rear of the Lot faces a thoroughfare, then such vehicles shall be adequately screened from view with architectural **and/or** landscape elements in a manner approved pursuant to Article **IV** of the Declaration.'

As defined in The I'On Code, a building's frontage is considered to be the elevation facing the primary thoroughfare unless the building is adjacent to water or **marsh**, in which case **the** frontage is the side of the building facing the water or marsh. A Thoroughfare is a public street (not a service **lane**) carrying vehicular traffic.

**D-102 Pets.** Household pets may be kept **provided** they do not cause a disturbance or become a nuisance to Titleholders and occupants of other Lots in **I'On**. Each pet owner shall be responsible for immediately collecting and properly disposing of the wastes of his or her pet. Pets shall be under leash or voice control at all times when walked **or** exercised outside the confines of a Lot.

**D-103 Antennas.** Television antennas, radio receivers, or other similar devices shall be contained entirely within the interior of a **structure**. **18"** diameter or smaller satellite dishes are permitted provided they are not visible from persons on adjacent Lots or passerby.

**D-104 Trash and Refuse.** Trash and refuse containers shall be stored inside of the dwelling or garage on a Lot or otherwise at the rear or side of the Lot and adequately screened with architectural **and/or** landscape elements in a manner approved pursuant to Article IV **of the** Declaration. Each Titleholder shall keep all **parts** of his or her Lot in good order and repair and free from debris.

**D-105 Signs.**

- (a) Each Lot may have posted, prior to **initial** occupancy, one sign setting forth the names of the Titleholder, builder and architect, **and**, in the case of a Lot owner by Founder or a builder that is a member of the **I'On Guild**, and such other signs as the Founder may approve; provided, any such sign(s) shall be removed not later than the time of initial occupancy of the Lot. The materials, size, **location**, lettering and manner of installation shall conform to such rules as Founder **may** **establish**.
- (b) In addition to signs authorized under subsection (a), each Lot that is offered for sale may have one sign posted on the Lot advertising the Lot for sale, subject to such **limitations** on materials, **size, location**, lettering and manner of installation as may be set forth in architectural standards adopted by founder to supplement the **I'On Code**.
- (c) No other signs, except those required by law, may be posted on any Lot so as to be plainly visible from outside the Lot.

**D-106 Fences and Hedges.** No person shall construct or install a fence, hedge or similar **structure** on any Lot in such a location or manner as to interfere with or obstruct access to utility meters or sewer cleanouts on the Lot by any utility company or public works employees or agents. In the event of a violation of this **provision**, the founder, the **association**, the Commissioners of Public Works of the Town of Mt. Pleasant, or the affected utility company shall be entitled to enter upon the Lot and remove the fence, hedge, other obstruction and recover all costs incurred from the owner of the Lot.

**D-107 Rule Enforcement Procedure of the I'On Assembly.** **The** most effective and desirable means of regulation enforcement is voluntary compliance. **Common** courtesy and concern for others goes a long way to maintaining a harmonious community. Therefore, when a **neighbor**

objects to a **condition, action,** or event caused by another neighbor's actions or inactions, the initial step to resolve the **matter(s)** should be a discussion between both parties leading to resolution,

However, when deemed **necessary,** any owner aware of a violation of the Association's rules and regulations may notify, in writing, the Board of Directors concerning the violation. This written notice may be by letter, fax, or e-mail to the Assembly manager who will either handle the issue **direction,** or bring the concern to the Board for **action.**

If Board involvement becomes necessary, the following procedures will be followed:

**a.** The Board will review the matter **and,** if agreed to by a simple majority, Board **members** will be selected to discuss the matter with the owner to **obtain** corrective **action.**

**b.** If the violation continues, the Board of Directors will send a written notice and assess a \$50 fine.

**c.** If no corrective action follows, a second letter will be sent and a fine **of \$100 assessed.** The second **notice** will provide the offender an opportunity to appear before the Board to explain justification for the violation and why the penalties should not be assessed.


**d.** Subsequent disregard of the Board's decision **will** result in an additional fine of \$250 and a lien against the property **if** the **penalty** is not paid within 30 day.

2.

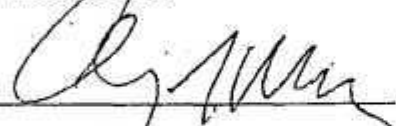

Except as expressly **set forth** in this **Amendment,** the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, Founder has set its hand and seal as of the date first written above.

FOUNDER: THE I'ON COMPANY, LLC,  
A South Carolina limited liability company

BY:   
Civitas, LLC its Manager,  
by Vincent G. **Graham**, its Manager

WITNESSES:

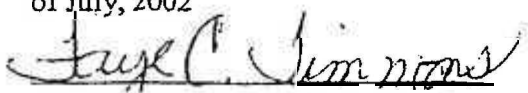
  


STATE OF SOUTH CAROLINA )  
COUNTY OF CHARLESTON )

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named THE I'ON COMPANY, LLC, a South Carolina **limited liability** company, by Civitas, LLC, its manager, by Vincent G. Graham, its Manager, sign, seal and deliver the within- **instrument**, and that (s)he with the other witness above **subscribed**, witnessed the execution thereof.



Sworn to before me this 1<sup>st</sup> day  
of July, 2002

  
Notary Public for the State of South Carolina  
My Commission expires: 08-19-2007