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Charleston, SC 29401

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

**WHEREAS**, the Declaration of Covenants, Conditions and Restrictions for I'On was recorded on February 9, 1998 in Book C297 at Page 282 in the Office of Register of Deeds for Charleston County, South Carolina and has been amended from time to time (as amended, the "Declaration"); and

**WHEREAS**, pursuant to Section 3-102(a) of the Declaration, the Board of Trustees for I'On Assembly, Inc., a South Carolina nonprofit corporation (the "Assembly") may modify, repeal, or supplement the initial I'On Rules set forth on Exhibit D of the Declaration by rulemaking action after giving notice to all Titleholders pursuant to the terms of the Declaration; and

**WHEREAS**, on January 29, 2025, the Board of Trustees for the Assembly adopted certain amendments to the I'On Rules as set forth herein, with such amendments to be effective beginning on January 29, 2025.

**NOW, THEREFORE**, the I'On Rules contained in the Declaration are hereby amended as follows:

1.

**Exhibit D, Section 105, Signs**, is amended to amend its title to **Section 105, Signs, Flags and Banners**, and also to replace the existing subsection (c) and add new subsections (d) through (g) as set forth below:

- (c) In addition to signs authorized under subsections (a) and (b), the following signs, flags and banners are permitted on Lots:
  - (i) Signs supporting political candidates or ballot items, provided that they may not be posted on any Lot more than two (2) weeks prior to the date that the early voting period begins for the election to which the sign relates (as such

early voting period is published by the South Carolina Election Commission) and must be removed no later than two (2) weeks after the date of such election.

- (ii) Signs identifying locations for events sponsored by the Assembly, I'On at Home or the I'On Trust.
  - (iii) Yard sale or estate sale signs, provided that they are displayed no longer than seven (7) days before or after the date of the event.
  - (iv) Open house signs for Lots being advertised for sale, provided that they are displayed no longer than seven (7) days before or after the date of the event.
  - (v) Official flags, such as the United States flag, flags of U.S. States or Territories, flags of U.S. military branches, and flags of foreign countries or territories.
  - (vi) Signs supporting educational institutions, such as high schools, colleges or universities.
  - (vii) Signs supporting sports teams, such as professional, college or amateur sports teams.
  - (viii) Signs supporting holidays, celebrations or religious observances.
  - (ix) Signs celebrating family events, such as school events, graduations, births, or birthdays.
  - (x) Hospitality signs, such as welcome signs.
  - (xi) Advocacy signs, such as signs indicating support for organizations or social movements.
- (d) Notwithstanding anything to the contrary in this rule:
- (i) No sign, banner or flag may contain any content or be displayed in any manner that would be considered by a reasonably objective person to be disrespectful, disparaging, vulgar, harassing, intimidating, or otherwise inappropriate for a residential community.
  - (ii) The terms "sign", "flag" and "banner" as used in this rule are interchangeable and all mean any display of a pictorial representation, symbol, emblem, logo, slogan, message, letters, numbers or any other similar type of design or content, regardless of whether the medium of display is a piece of cloth, fabric or any other material of any size, and also regardless of the manner in which such item is hung, displayed, mounted or installed. For avoidance of doubt,



the use of any of the terms sign, banner or flag is inclusive of signs, banners and flags.

- (iii) The phrase “displayed from a Lot” and similar phrases mean that the sign is visible from the exterior of the structures located on the Lot, regardless of the vantage point from which the sign is visible (including but not limited to whether such vantage point is on or off the Lot), and also regardless of the sign’s physical location (including but not limited to whether the sign is physically located within a structure located on the Lot or whether the sign is located within the right of way for a street or other roadway.)
- (e) Except for the signs, flags and banners permitted by subsections (a), (b) and (c) of this Exhibit D, Section 105, and also except for signs, flags and banners that are either required by law or that by law cannot be prohibited, no other signs, flags or banners may be displayed from a Lot.
- (f) Except for signs identifying locations for events sponsored by the Assembly, I’On at Home or the I’On Trust, no signs, flags or banners may be displayed from the Commons without express prior approval of the Assembly.
- (g) Notwithstanding anything to the contrary in the Governing Documents, and in addition to all other remedies available to the Assembly (all of which remedies shall be cumulative), if the substance or content of a sign, flag or banner displayed in I’On is determined by the Board to disparage or otherwise inappropriately identify a Titleholder or resident of the neighborhood, then the Board shall have the power to authorize the imposition of fines against the Titleholder responsible for such display retroactive to the date such sign, flag or banner was first displayed if such sign is not permanently removed within three (3) days after written notice is sent by the Assembly to such Titleholder. The amount of such fines shall be in the discretion of the Board, however not to exceed \$500 per day.

2.

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

*[Signatures on following page]*

IN WITNESS WHEREOF, I'On Assembly, Inc., has set its hand and seal to the within Seventh Amendment to the Declaration of Covenants, Conditions and Restrictions for I'On effective as of the date first written above.

WITNESSES:

Emily Simpson  
Witness #1

Ugams  
Witness #2

I'On Assembly, Inc.,  
A South Carolina nonprofit corporation

By: [Signature]  
Name: Thomas M O'Brien  
Title: HOA President

STATE OF SOUTH CAROLINA )  
COUNTY OF CHARLESTON )

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me by I'On Assembly, Inc., a South Carolina corporation, by Thomas O'Brien its HOA President

SWORN to and subscribed before me  
this 3<sup>rd</sup> day of February, 2025.

[Signature]  
Notary of Public for South Carolina  
My Commission Expires: 11/3/31

