

BK P 313PG895

STATE OF SOUTH CAROLINA)	DECLARATION OF COVENANTS
)	AND RESTRICTIONS
COUNTY OF CHARLESTON)	GRAND OAKS PLANTATION

BEES RESOURCES, L.P., a South Carolina Limited Partnership (hereinafter "Developer") conveys the property described in Section 1 of this agreement which is a portion of the Bees Landing Planned Unit Development ("BL-PUD District") subject to the following restrictive covenants which shall run with title to the land described and shall inure to the benefit of and be binding upon the heirs, successors and assigns of the Grantee:

1. RESTRICTIONS, COVENANTS AND ASSESSMENTS: The property made subject to these restrictions shall be known as Grand Oaks Plantation, and is a portion of the Bees Landing Planned Development District (BL-PUD District) of the City of Charleston. The lots or tracts made subject to these covenants and restrictions are shown and designated as Lots 1, 2, 3 and 4 shown on a plat by Forsberg Engineering & Surveying, Inc. dated August 28, 1998 and recorded September 23, 1998 in Plat Book EC at pages 758 and 759 in the Charleston County RMC Office and will served by a new road to be named Grand Oaks Boulevard. The property shall be used only in compliance with the Development Guidelines established by the Developer and the City of Charleston in the BL-PUD.

2. APPROVAL BY DEVELOPER OF SITE PLANS AND EXTERIOR ELEVATIONS: Prior to the commencement of any construction on the property herein conveyed, owner shall submit to Developer for its approval one set of exterior building elevation drawings and a complete development site plan, which plan shall show all streets, drainage systems, vehicle parking areas, building locations and the location of all walls and fences. Upon receipt of the exterior elevation drawings and development site plan, the Developer shall have ten (10) days in which to approve or disapprove the exterior elevations and development site plans. Failure of the Developer to give owner any written objections to the exterior elevations and development site plan within ten days shall be deemed as an approval by the Developer. In the event that the Developer determines that the owner's site plans provides aesthetically displeasing views from the Grand Oaks Boulevard such as rear yard elevations or parking areas, the Developer shall have the right to require the owners to provide sufficient screening of such type to be designated by the Developer including the erection of masonry walls, fences or appropriate hedges along right-of-way of Grand Oaks Boulevard.

3. PRESERVATION OF TREES AND NATURAL GROWTH ALONG PARKWAY: No trees or natural undergrowth upon any portion of the premises conveyed and located within fifty (50') feet of the right-of-way of Grand Oaks Boulevard may be removed by the owner without the written approval of the Developer. The purpose of this covenant is

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to maintain the natural appearance and beautification along the right-of-way of the Grand Oaks Boulevard.

4. SIGNS: No signs of any kind or description may be located or displayed upon any portion of the premises conveyed and located within fifty (50') feet of the right-of-way of Grand Oaks Boulevard without the express written approval of the Developer as to the style, size, materials of construction and exact placement of such signs. The Developer reserves the right to approve the design, size, style and construction materials of each sign so that signs may be compatible in appearance with other signs along the Boulevard. Entrance-way signs and directional signs to each development shall be permitted by the Developer adjacent to the Boulevard right-of-way. The Developer shall provide a general directory sign for developments. The entryway directory sign shall be near the entrance to Grand Oaks Plantation at the intersection of Bees Ferry Road and Grand Oaks Boulevard. This directory sign shall designate each community bordering upon or having its principal access from Bees Ferry Road by way of the Grand Oaks Boulevard.

5. (a) BOULEVARD LANDSCAPE AND SIGN MAINTENANCE FUND: The owner for each tract bordering upon or having as its access Grand Oaks Boulevard hereby covenants with the owner of each such tract, and the owner by the acceptance of a deed, is deemed to covenant and agree to pay an annual assessment for the creation and continuation of the Grand Oaks Boulevard Maintenance Fund (the "Fund") as hereafter set forth. The amounts in the Fund received by the Developer shall be used solely for maintaining entrance signs and landscaping and beautification of Grand Oaks Boulevard. Only owners of tracts which border upon Grand Oaks Boulevard or which use the Boulevard for the principal access from Bees Ferry Road to the tract shall have this covenant imposed upon their property.

(b) ASSESSMENT AND PAYMENT DATES: Commencing January 1, 2000 and on the same date of each year thereafter, each owner of a tract bordering upon or having as its principal access from Bees Ferry Road by way of the Grand Oaks Boulevard shall pay to the Developer its pro-rata share of the Fund which shall be the estimated cost of maintaining the entranceway signs and the annual landscape maintenance of Grand Oaks Boulevard. The Developer shall at the commencement of each year prepare a budget based on actual reasonable bids for the landscape maintenance service and costs of maintenance and repairs of the entranceway signs. The cost shall include the expenses of management, fertilization, seeding, cutting, planting, picking up trash and debris and all allied costs to maintain and beautify the Boulevard. Copies of such annual budgets shall be available to the owner at the Developer's place of business which is Disher, Hamrick, Myers, Inc., 480 East Bay Street, Charleston, South Carolina, 29403.

(c) DELINQUENT ASSESSMENTS AND FORFEITURES: The assessment herein imposed shall be delinquent if not paid within sixty (60) days after first due. In the event that legal action is

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commenced by the Developer (or the Association hereafter described) to collect such delinquency all attorney's fees and court costs in connection with such legal proceedings shall be paid by the owner in addition to any delinquent assessments. In the event that an owner acquires title to any property subject to this covenants after January 1 in any year, then such owner shall be given a pro-rata credit for the annual maintenance charge from January 1 to the date on which said owner acquires title.

(d) DEVELOPER/OWNERS SHARE OF INITIAL ANNUAL MAINTENANCE ASSESSMENT: (1) During the development of Grand Oaks Plantation the Developer shall annually pay the full assessment for the Fund for the entranceway sign maintenance costs and landscaping maintenance costs herein assessed for the beautification of the Grand Oaks Boulevard.

(2) At such time as the Developer has conveyed more than fifty (50%) percent of the developable acreage along the Grand Oaks Boulevard or of tracts using the Boulevard for a principal access to Bees Ferry Road the assessment percentage paid by the Developer shall then be in direct proportion to the Developer's remaining acreage held for development. The determination of the remaining acreage shall be made by survey with a certification from a Registered South Carolina Surveyor attesting to the actual remaining developable acreage owned by the Developer.

(3) In no case shall any owner be assessed more than one (1%) percent of the annual entranceway sign and landscape maintenance costs for each acre owned. For example: The owner of five acres subject to the Boulevard Maintenance Assessment shall have a maximum assessment not in excess of five percent of the annual cost for maintaining the signs and landscaping. The remaining costs not otherwise borne by owners shall be paid by Developer.

(e) ASSIGNMENT OF MAINTENANCE FUND TO GRAND OAKS BOULEVARD ASSOCIATION, INC.: It is the plan of the Developer that the authority and responsibility of maintaining the entranceway signs, the landscaping and the beautification of Grand Oaks Boulevard shall ultimately be vested in a non-profit corporation to be organized by the Developer to be known as Grand Oaks Boulevard Association, Inc. The directors and officers of the association shall be elected by owners of tracts and properties utilizing the Boulevard and subject to this maintenance assessment in accordance with the by-laws of that corporation. By this covenant, the Developer reserves the right for itself and its successors and assigns to delegate at such time as it deems appropriate the administration of the maintenance Fund herein established provided, however, that at such time as the Developer has completed to its terminus Grand Oaks Boulevard and has sold two-thirds of the acreage either butting upon or using for its principal access the Grand Oaks Boulevard, the balance of any unexpended funds shall be paid to the described Association and thereafter the authority to collect and administer the assessments herein provided shall be

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vested in that corporation and payments required shall be made to that corporation.

(f) ASSOCIATION VOTING RIGHTS: The by-laws of the Grand Oaks Boulevard Owners' Association, Inc. shall provide that each owner shall be allotted one vote for each acre and one vote for each partial acre owned in the election of directors of the corporation.

(g) CALCULATION OF ASSESSMENTS FOR PARTIAL ACREAGE: For the purpose of calculating annual assessments any owner owning less than one acre or any fractional acre shall be considered to own a full acre. For example: An owner owning one-third of an acre shall have one vote and the assessment shall be calculated as if that partial acre is a full acre. As a further example: An owner owning ten and one-third acres shall have 11 votes and shall have the assessment calculated as if the tract contained 11 acres.

(h) THE ELECTION OF DIRECTORS: The Association shall have three directors. The initial directors may be selected by the Developer. Notice of the incorporation of the Boulevard Association, Inc. shall be given to each owner together with copies of the by-laws. The by-laws may be amended by a vote of one-half (1/2) of the eligible votes plus one. Cumulative voting for directors shall be permitted.

(i) ASSESSMENT FOR RE-SUBDIVIDED TRACTS: An owner of a tract of land who resubdivides such tract in multiple parcels of less than one acre may provide in its covenants for the payment of the maintenance assessment by an Owners Association. In the event that the assessments are paid by an Owners Association the voting shall be vested in that Association and the assessments shall be calculated on the total acreage in such original unsubdivided tract before its resubdivision.

6. IMPLIED USAGE OF DEVELOPER'S REMAINING LANDS: Nothing herein contained shall be implied as an agreement by the Developer to restrict the usage of its remaining acreage in the same manner set forth herein. The Developer specifically reserves the right to itself and its successors and assigns to impose or convey unrestricted other properties in Bees Landing. Provided, however, that the Developer agrees that the provision of Paragraph (a) through (i) governing the parkway maintenance assessment shall be uniformly applied to other properties of the Developer utilizing Grand Oaks Boulevard for access to and from Bees Ferry Road.

7. UNINTENTIONAL VIOLATIONS OF RESTRICTIONS: In the event of unintentional violation of any of the foregoing restrictions with the respect to any tract, the Developer or its successors reserves the right (by and with the mutual written consent of the owner or owners for the time being of such tract or part thereof) to change, amend or release any of the foregoing restrictions as the same may apply to that particular tract or part thereof.

8. ENFORCEMENT: If any person, firm or corporation shall violate or attempt to violate any of said restrictions it shall be

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lawful for any person, firm or corporation owner of any such tract or part thereof or having any interest therein to prosecute any proceeding at law or in equity against the person, firm or corporation violating or attempting to violate the same, and either to prevent him, it or them from doing so or to recover damages or other dues for such violation.

9. SEVERABILITY: Whenever possible, each provision of these covenants shall be interpreted in the same manner as to be effective and valid, but if any provision of these covenants or the application thereof to any person or to any property shall be prohibited or held invalid, such prohibition or the invalidity shall not effect any other provision or the application of any provision which can be given effect without the invalid provision or application, and to this end the provisions of these covenants are declared severable.

10. HEADINGS AND BINDING EFFECT: Headings are inserted only for convenience and are in no way to be construed as defining, limiting, extending or otherwise modifying or adding to the particular paragraphs to which they refer. The covenants, agreements and rights set forth herein shall be binding upon and inure to the benefit of the respective heirs, executors, successors or assigns of the Developer and all persons claiming by, through or under the Developer.

11. DURATION: The foregoing covenants shall be construed as covenants running with the land and shall be binding and effective until January 1, 2030, at which time they shall automatically be extended for successive periods of ten (10) years each unless it is agreed by the vote of the majority in interest of the owners of the described property to change, amend or revoke the restrictions in whole or in part. Every purchaser or subsequent grantee of any interest in any property now or hereafter agrees that the covenants and restrictions of the Declaration may be extended as provided in this Article.

12. MODIFICATION: During the initial phase of development and so long as the Developer owns more than fifty (50%) percent of the developable acreage along Grand Oaks Boulevard or of the tracts using the Boulevard for principal access to the Bees Ferry Road, the Developer for itself and its successors and assigns reserves the right to modify, cancel, alter or change these covenants; provided, in no case, shall the Developer modify, alter or change these covenants in such a manner as to impose additional assessments upon any owner without such owner's express written consent. That at such time as the Developer has conveyed more than fifty (50%) percent of the developable acreage along Grand Oaks Boulevard or of the tracts using the Boulevard for principal access to the Bees Ferry Road, the right to modify, cancel or alter these covenants shall be vested in the Grand Oaks Boulevard Owners Association, Inc.

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CHARLESTON COUNTY SC

1. PROPERTY: The property made subject to these restrictions in that portion of the Bees Landing Plan Development District served by Grande Oaks Boulevard and Ashley Gardens Boulevard. Grande Oaks Plantation is comprised of Lots 1, 2, 3 and 4 shown on a plat by Forsberg Engineering and Surveying, Inc., dated August 28, 1998 and recorded September 23, 1998 in Plat Book EC at Page 759 in the Charleston County RMC office. Also, subject to these restrictions are those portions of Grande Oaks Plantation known as "New Lot 5", "New Lot 6", "New Lot 7" and "New Lot 8", shown on a plat bearing the legend "Subdivision Plat of New Lots 5, New Lot 6, New Lot 7 and New Lot 8, Bees Ferry Tract" by Forsberg Engineering and Surveying, Inc, recorded March ____, 2000 in Plat Book ED at Page 887 in the Charleston County RMC Office. The property shall be used only in compliance with the Development Guidelines established by the Developer and the City of Charleston as the Bees Landing Planned Unit Development (BL-PUD District). Provided, however, that these covenants shall not be applicable in the event that this use is now or in the future not compatible with the Zoning Ordinance of the City of Charleston and any governmental authority which has the lawful right to impose land use regulations upon the described premises.

2. APPROVAL BY DEVELOPER OF SITE PLANS AND EXTERIOR ELEVATIONS: No construction shall be commenced upon the property herein conveyed prior to the written approval by the Developer of all exterior building elevations and the approval of the development site plan which shows all streets, drainage systems, vehicle parking areas, building locations and the location of all walls and fences. As a prerequisite to consideration by the Developer of approval one set of exterior elevation plans and a complete development site plan must be submitted to Developer. Upon receipt of the exterior elevation and development site plans the

Developer shall have ten (10) days in which to approve or disapprove the exterior and development site plans. Failure of the Developer to give owner any written objections to the exterior elevations and development site plans within ten days shall be deemed as an approval by the Developer. In the event that the Developer determines that the owner's site plans provides aesthetically unpleasing views from the Grand Oaks Boulevard and Ashley Gardens Boulevard such as rear yard elevations or parking areas, the Developer shall have the right to require the owners to provide sufficient screening of such type to be designated by the Developer including the erection of masonry walls, fences or appropriate hedges along right-of-way of Grand Oaks Boulevard and Ashley Gardens Boulevard.

3. PRESERVATION OF TREES AND NATURAL GROWTH ALONG PARKWAY:

No trees or natural undergrowth located within fifty (50') feet of the right-of-way of Grand Oaks Boulevard and Ashley Gardens Boulevard may be removed by the owner without the written approval of the Developer. The purpose of this covenant is to maintain the natural appearance and beautification along the right-of-way of the Grand Oaks Boulevard and Ashley Gardens Boulevard.

4. ACCESS TO BOULEVARD: The premises conveyed shall be limited to two points of vehicle access to Grand Oaks Boulevard and Ashley Gardens Boulevard.

5. SIGNS: No signs of any kind or description may be located or displayed upon any portion of the premises conveyed within fifty (50') feet of the right-of-way of Grand Oaks Boulevard or Ashley Gardens Boulevard without the express written approval of the Developer as to the style, size, materials of construction and exact placement of such signs. The Developer reserves the right to approve the design, size, style and construction materials of each sign so that signs may be compatible in appearance with other signs along the Boulevards. Entrance-way signs and directional

signs to each development shall be permitted by the Developer adjacent to the Boulevards' rights-of-way. The Developer shall provide a general directory sign for developments. The entryway directory sign shall be near the entrance to Grand Oaks Plantation at the intersection of Bees Ferry Road and Grand Oaks Boulevard or Ashley Gardens Boulevard. This directory sign shall designate each community bordering upon or having its principal access from Bees Ferry Road by way of the Grand Oaks Boulevard or Ashley Gardens Boulevard.

6. (a) BOULEVARDS LANDSCAPE AND SIGN MAINTENANCE FUND: The Developer for each tract bordering upon or having as its access on Grand Oaks Boulevard or Ashley Gardens Boulevard hereby covenants with the owner of each such tract, and the owner by the acceptance of a deed, is deemed to covenant and agree to pay an annual assessment for the creation and continuation of the Grand Oaks Boulevard Maintenance Fund as hereafter set forth. The sum so received by the Developer shall be used to provide funds solely for maintaining entrance signs and landscaping and beautification of Grand Oaks Boulevard and Ashley Gardens Boulevard. Only owners of tracts which border Grand Oaks Boulevard and Ashley Gardens Boulevard or use the Boulevards for the principal access from Bees Ferry Road to their property shall have this covenant imposed upon their property.

(b) ASSESSMENT AND PAYMENT DATES: Commencing January 1, 2001 and on the same date of each year thereafter, each owner of a tract bordering upon or having as its principal access from Bees Ferry Road by way of the Grand Oaks Boulevard and Ashley Gardens Boulevard shall pay to the Developer its prorata share of the estimated cost of maintaining the entranceway signs and the annual landscape maintenance of Grand Oaks Boulevard and Ashley Gardens Boulevard. The Developer shall at the commencement of each year prepare a budget based

on actual reasonable bids for the landscape maintenance service, costs of repairs for maintaining the entranceway signs. The cost shall include the expenses of management, fertilization, seeding, cutting, planting, picking up trash and debris and all allied costs to maintain and beautify the Boulevards. Copies of such annual budgets shall be available to the owner at the Developers place of business which is Disher, Hamrick, Myers, Inc., 480 East Bay Street, Charleston, South Carolina, 29403.

(c) DELINQUENT ASSESSMENTS AND PRORATIONS: The assessment herein imposed shall be delinquent when it is not paid within sixty (60) days after its due date. In the event that legal action is commenced by the Developer (or the Association hereafter described) to collect such delinquency all attorney's fees and court costs in connection with such legal proceedings shall be paid by the owner in addition to any delinquent assessments. In the event that an owner acquires title to any property subject to this covenants after January 1, in any year, then such owner shall be given a prorata credit for the annual maintenance charge from January 1 to the date on which said owner acquires title.

(d) DEVELOPER/OWNERS SHARE OF INITIAL ANNUAL MAINTENANCE ASSESSMENT: (1) During the development of Grand Oaks Plantation the Developer shall annually pay the full entranceway sign maintenance costs and landscaping maintenance costs herein assessed for the beautification of the Grand Oaks Boulevard and Ashley Gardens Boulevard.

(2) At such time as the Developer has conveyed more than fifty (50%) percent of the developable acreage along the Grand Oaks Boulevard and Ashley Gardens Boulevard or of tracts using the Boulevards for a principal access to Bees Ferry Road the assessment percentage paid by the Developer shall then be in direct proportion to the Developer's remaining acreage held for

development. The determination of the remaining acreage shall be made by survey with a certification from a Registered South Carolina Surveyor attesting to the actual remaining developable acreage owned by the Developer.

(3) In no case shall any owner be assessed more than one (1%) percent of the annual entranceway sign and landscape maintenance costs for each acre owned. For example: The owner of five acres subject to the Boulevard Maintenance Assessment shall have a maximum assessment not in excess of five percent of the annual cost for maintaining the signs and landscaping. The remaining costs not otherwise borne by owners shall be paid by Developer.

(e) ASSIGNMENT OF MAINTENANCE FUND TO GRAND OAKS BOULEVARD ASSOCIATION, INC.: It is the plan of the Developer that the authority and responsibility of maintaining the entranceway signs, the landscaping and the beautification of Grand Oaks Boulevard and Ashley Gardens Boulevard shall ultimately be vested in a non-profit corporation to be organized by the Developer to be known as Grand Oaks Boulevard Association, Inc. The directors and officers of the association shall be elected by owners of tracts and properties utilizing the Boulevards and subject to this maintenance assessment in accordance with the by-laws of that corporation. By this covenant, the Developer reserves the right for itself and its successors and assigns to delegate at such time as it deems appropriate the administration of the maintenance fund herein established provided, however, that at such time as the Developer has completed to its terminus Grand Oaks Boulevard and Ashley Gardens Boulevard and has sold two-thirds of the acreage either butting upon or using for its principal access the Grand Oaks Boulevard and Ashley Gardens Boulevard the balance of any unexpended funds shall be paid to the described Association and thereafter the authority to collect

and administer the assessments herein provided shall be vested in that corporation and payments required shall be made to that corporation.

(f) ASSOCIATION VOTING RIGHTS: The by-laws of the Grand Oaks Boulevard Owners's Association, Inc. shall provide that each owner shall be allotted one vote for each acre and one vote for each partial acre owned in the election of directors of the corporation.

(g) CALCULATION OF ASSESSMENTS FOR PARTIAL ACREAGE: For the purpose of calculating annual assessments any owner owning less than one acre or any fractional acre shall be considered to own a full acre. For example: An owner owning one-third of an acre shall have one vote and the assessment shall be calculated as if that partial acre is a full acre. As a further example: An owner owning ten and one-third acres shall have 11 votes and shall have the assessment calculated as if the tract contained 11 acres.

(h) THE ELECTION OF DIRECTORS: The Association shall have three directors. The initial directors may be selected by the Developer. Notice of the incorporation of the Boulevard Association, Inc. shall be given to each owner together with copies of the by-laws. The by-laws may be amended by a vote of one-half ($\frac{1}{2}$) of the eligible votes plus one. Cumulative voting for directors shall be permitted.

(i) ASSESSMENT FOR RE-SUBDIVIDED TRACTS: An owner of a tract of land who resubdivides such tract in multiple parcels of less than one acre may provide in its covenants for the payment of the maintenance assessment by an Owners Association. In the event that the assessments are paid by an Owners Association the voting shall be vested in that Association and the assessments shall be calculated on the total acreage in such original unsubdivided tract before its resubdivision.

7. IMPLIED USAGE OF DEVELOPER'S REMAINING LANDS: Nothing herein contained shall be implied as an agreement by the Developer to restrict the usage of its remaining acreage in the same manner set forth herein. The Developer specifically reserves the right to itself and its successors and assigns to impose or convey unrestricted other properties in Bees Landing. Provided, however, that the Developer agrees that the provision of Paragraph (a) through (i) governing the parkway maintenance assessment shall be uniformly applied to other properties of the Developer utilizing Grand Oaks Boulevard and Ashley Gardens Boulevard for access to and from Bees Ferry Road.

8. UNINTENTIONAL VIOLATIONS OF RESTRICTIONS: In the event of unintentional violation of any of the foregoing restrictions with the respect to any tract, the Developer or its successors reserves the right (by and with the mutual written consent of the owner or owners for the time being of such tract or part thereof) to change, amend or release any of the foregoing restrictions as the same may apply to that particular tract or part thereof.

9. ENFORCEMENT: If any person, firm or corporation shall violate or attempt to violate any of said restrictions it shall be lawful for any person, firm or corporation owner of any such tract or part thereof or having any interest therein to prosecute any proceeding at law or in equity against the person, firm or corporation violating or attempting to violate the same, and either to prevent him, it or them from doing so or to recover damages or other dues for such violation.

10. SEVERABILITY: Whenever possible, each provision of these covenants shall be interpreted in the same manner as to be effective and valid, but if any provision of these covenants or the application thereof to any person or to any property shall be prohibited or held invalid, such prohibition or the invalidity shall not effect any other provision or the application of any provision

which can be given effect without the invalid provision or application, and to this end the provisions of these covenants are declared severable.

11. HEADINGS AND BINDING EFFECT: Headings are inserted only for convenience and are in no way to be construed as defining, limiting, extending or otherwise modifying or adding to the particular paragraphs to which they refer. The covenants, agreements and rights set forth herein shall be binding upon and inure to the benefit of the respective heirs, executors, successors or assigns of the Developer and all persons claiming by, through or under the Developer.

12. DURATION: The foregoing covenants shall be construed as covenants running with the land and shall be binding and effective until January 1, 2030, at which time they shall automatically be extended for successive periods of ten (10) years each unless it is agreed by the vote of the majority in interest of the owners of the described property to change, amend or revoke the restrictions in whole or in part. Every purchaser or subsequent grantee of any interest in any property now or hereafter agrees that the covenants and restrictions of the Declaration may be extended as provided in this Article.

13. MODIFICATION: During the initial phase of development and so long as the Developer owns more than fifty (50%) percent of the developable acreage along Grand Oaks Boulevard and Ashley Gardens Boulevard or of the tracts using these Boulevards for principal access to the Bees Ferry Road, the Developer for itself and its successors and assigns reserves the right to modify, cancel, alter or change these covenants; provided, in no case, shall the Developer modify, alter or change these covenants in such a manner as to impose additional assessments upon any owner without such owner's express written consent. That at such time as the Developer has conveyed more than fifty (50%) percent of the developable acreage along Grand Oaks Boulevard

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and Ashley Gardens Boulevard or of the tracts using these Boulevards for principal access to the Bees Ferry Road, the right to modify, cancel or alter these covenants shall be vested in the Grand Oaks Boulevard Owners Association, Inc.

IN WITNESS WHEREOF, Bees Resources, Limited Partnership by H. Brown Hamrick, its managing partner has signed the presents on this 30th day of March, 2000.

Witness:

Bees Resources, Limited Partnership

[Handwritten Signature]

By: [Handwritten Signature]
Its: President

[Handwritten Signature]

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me this 30th day of March, 2000, by Bees Resources, Limited Partnership by H. Brown Hamrick, its President.

[Handwritten Signature]
NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission Expires: 9/23/2008

STATE OF SOUTH CAROLINA : SUPPLEMENTAL DECLARATION
 : (Amending instrument previously recorded)
 COUNTY OF CHARLESTON : at Book M-345, Page 573, RMC Office for
 : Charleston County, South Carolina)

This Supplemental Declaration is entered into as of the 23rd day of November, 2004, by **BEES RESOURCES, L.P.**, a South Carolina limited partnership, ("Declarant") in consideration of the premises and for the purposes set forth below:

BACKGROUND

A. Declarant has previously executed and recorded an Amended and Restated Declaration of Covenants and Restrictions – Grande Oaks Plantation dated March 30, 2000, and recorded April 7, 2000, at Book M-345, Page 573, RMC Office for Charleston County, South Carolina, as the same may have been amended from time to time by instrument recorded in the RMC Office for Charleston County, South Carolina, including but not limited to amendment recorded at Book T-391, Page 850, said RMC Office (the "Declaration").

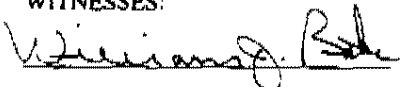
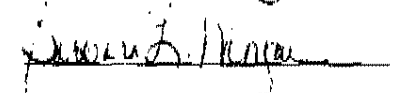
B. Declarant wishes to subject the below-described property to the provisions of the Declaration, pursuant to the terms of the Declaration.

DECLARATION

NOW, THEREFORE, Declarant does hereby declare, express and agree, for itself and its heirs, successors and assigns, that the property more fully described on Exhibit A attached hereto and incorporated herein by reference (the "Property") shall be used, held, owned, mortgaged, developed and enjoyed subject to and in accordance with the terms and provisions of the Declaration, as the said Declaration may have been amended or may in the future be amended by instrument in writing recorded in the RMC Office for Charleston County, South Carolina. It is the intention of Declarant to make the Property subject to the provisions of the Declaration as fully and to the same extent as if the Property had originally been described in the Declaration.

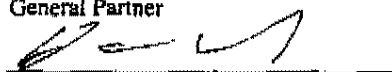
IN WITNESS WHEREOF, the undersigned Declarant has executed this instrument as of the date and year first above written.

WITNESSES:

BEES RESOURCES, L.P., a South Carolina limited partnership (SEAL)

By: SEEB, Inc.
 Its: General Partner

By: 
 H. Brown Hamrick
 Its: President

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STATE OF SOUTH CAROLINA :

COUNTY OF CHARLESTON :

The foregoing instrument was acknowledged before me this 23rd day of November, 2004, by H. Brown Hamrick, as the President, of SEEB, Inc., the general partner of Declarant, on behalf of the Declarant.

William J. [Signature] (SEAL)
Notary Public for South Carolina
My Commission Expires: 10-7-2007

EXHIBIT A
(Legal Description)

EF 517PG576

ALL that piece, parcel or tract of land situate, lying and being in the City and County of Charleston, South Carolina, and being shown and designated as "LOT 7B 6.751 ACRES (294,090 SQ. FT.) ZONED NC" on a plat by Forsberg Engineering & Surveying, Inc., dated March 5, 2001, last revised June 21, 2001, and recorded at Plat Book EF, Page 40, RMC Office for Charleston County, South Carolina, and having such size, shape, buttings, boundings, dimensions and location as will appear by reference to said plat which is incorporated herein by reference, be all the dimensions and measurement shown thereon a little more or less.

THE WOODY LAW FIRM, LLC
ATTORNEYS AT LAW
622 JOHNNIE DODDS BLVD.
MOUNT PLEASANT SC 29464

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*Prichard (Mr. Woody)
12-5-04*

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CHARLE LYBRAND
REGISTER
CHARLESTON COUNTY SC

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STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

: SUPPLEMENTAL DECLARATION
: (Amending instrument previously recorded
: at Book M-345, Page 573, RMC Office for
: Charleston County, South Carolina)

This Supplemental Declaration is entered into as of the 15th day of August, 2005, by **BEES RESOURCES L.P.**, a South Carolina limited partnership, ("Declarant") in consideration of the premises and for the purposes set forth below:

BACKGROUND

A. Declarant has previously executed and recorded an Amended and Restated Declaration of Covenants and Restrictions – Grande Oaks Plantation dated March 30, 2000, and recorded April 7, 2000, at Book M-345, Page 573, RMC Office for Charleston County, South Carolina, as the same may have been amended from time to time by instrument recorded in the RMC Office for Charleston County, South Carolina, including but not limited to amendment recorded at Book T-391, Page 850; at Book G-516, Page 255, at Book F-571, Page 574, at Book X-535, Page 375 and at Book _____, Page _____ said RMC Office (the "Declaration").

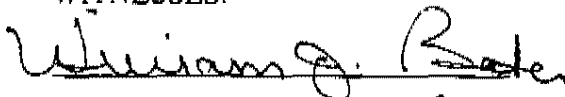
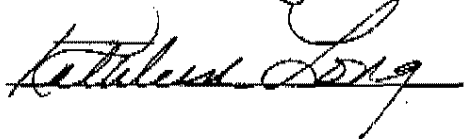
B. Declarant wishes to subject the below-described property to the provisions of the Declaration, pursuant to the terms of the Declaration.

DECLARATION

NOW, THEREFORE, Declarant does hereby declare, express and agree, for itself and its heirs, successors and assigns, that the property more fully described on Exhibit A attached hereto and incorporated herein by reference (the "Property") shall be used, held, owned, mortgaged, developed and enjoyed subject to and in accordance with the terms and provisions of the Declaration, as the said Declaration may have been amended or may in the future be amended by instrument in writing recorded in the RMC Office for Charleston County, South Carolina. It is the intention of Declarant to make the Property subject to the provisions of the Declaration as fully and to the same extent as if the Property had originally been described in the Declaration.


IN WITNESS WHEREOF, the undersigned Declarant has executed this instrument as of the date and year first above written.

WITNESSES:

BEES RESOURCES L.P., a South Carolina limited partnership (SEAL)

By: SEEB, Inc.
Its: General Partner

By: 
H. Brown Hamrick
Its: President

BK # 0 549PG760

STATE OF SOUTH CAROLINA :

COUNTY OF CHARLESTON :

The foregoing instrument was acknowledged before me this 15th day of August, 2005, by H. Brown Hamrick, as the President, of SEEB, Inc., the general partner of Declarant, on behalf of the Declarant.

William J. Baker (SEAL)
Notary Public for South Carolina
My Commission Expires: 10-7-2007

EXHIBIT A
(Legal Description)

BK # 0 549PG761

ALL that piece, parcel or tract of land situate, lying and being in the City and County of Charleston, South Carolina, and being shown and designated as "NEW LOT 10 GROSS-(INCLUDING ALL R/W, BUFFER & WETLANDS) 26.410 ACRES" on a plat by Forsberg Engineering and Surveying, Inc. dated July 6, 2004, entitled in part "PROPERTY LINE ADJUSTMENT PLAT EXISTING LOTS 10 & 11 BEES FERRY TRACT CITY OF CHARLESTON CHARLESTON COUNTY, SOUTH CAROLINA", and recorded at Plat Book EH, Page 231, RMC Office for Charleston County, South Carolina, and having such size, shape, buttings, boundings, dimensions and location as will appear by reference to said plat which is incorporated herein by reference.

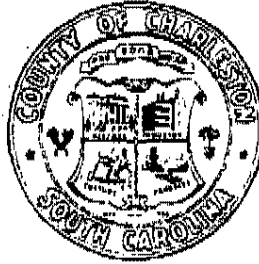
The within described property is more fully described according to the above-referenced plat as follows:

Butting and bounding to the east on property now or formerly of Centex Homes, Lot 6 Moss Creek Subdivision, TMS #301-00-00-251 a distance of 1,172.80'; to the north on property now or formerly of H.P.H. Properties, LLC, TMS #301-00-00-043 distances of 1,530.33', 51.77' and 176.0'; to the west on a "New Property Line" on "New Lot 11" distances of 1,110.87', approximately 25' and approximately 20'; to the south in part on Ashley Gardens Boulevard 70' wide right of way along a curve having a length of 232.66' and in part on an extension westerly of Ashley Gardens Boulevard 70' right of way shown on said plat as "Future Road R/W" along a curve having a distance of 137.46' and also a distance of 377.40'.

Handwritten: 7/16/05

RECORDER'S PAGE

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the original document



FILED
August 16, 2005
3:48:13 PM
0549-759
Charlie Lybrand, Register Charleston County, SC

Filed By:

Nelson Mullins Riley & Scarborough
Post Office Box 1806
Charleston
SC 29402

Handwritten signature: [Signature]

DESCRIPTION	AMOUNT
	\$ 10.00
Postage	
TOTAL	\$ 10.00

DRAWER:

A

DO NOT STAMP BELOW THIS LINE

STATE OF SOUTH CAROLINA : **SUPPLEMENTAL DECLARATION**
 : (Amending instrument previously recorded
 COUNTY OF CHARLESTON : at Book M-345, Page 573, RMC Office for
 : Charleston County, South Carolina)

This Supplemental Declaration is entered into as of the 20th day of April, 2005, by **BEES RESOURCES L.P.**, a South Carolina limited partnership, and by **HPH PROPERTIES, L.P.**, a South Carolina limited partnership, (individually and collectively, "Declarant") in consideration of the premises and for the purposes set forth below:

BACKGROUND

A. Bees Resources, L.P. has previously executed and recorded an Amended and Restated Declaration of Covenants and Restrictions – Grande Oaks Plantation dated March 30, 2000, and recorded April 7, 2000, at Book M-345, Page 573, RMC Office for Charleston County, South Carolina, as the same may have been amended from time to time by instrument recorded in the RMC Office for Charleston County, South Carolina, including but not limited to amendment recorded at Book T-391, Page 850; at Book G-516, Page 255, and at Book F-571, Page 574, said RMC Office (the "Declaration").

B. Declarant wishes to subject the below-described property to the provisions of the Declaration, pursuant to the terms of the Declaration.

DECLARATION

NOW, THEREFORE, Declarant does hereby declare, express and agree, for themselves and for their respective heirs, successors and assigns, that the property more fully described on Exhibit A attached hereto and incorporated herein by reference (the "Property") shall be used, held, owned, mortgaged, developed and enjoyed subject to and in accordance with the terms and provisions of the Declaration, as the said Declaration may have been amended or may in the future be amended by instrument in writing recorded in the RMC Office for Charleston County, South Carolina. It is the intention of Declarant to make the Property subject to the provisions of the Declaration as fully and to the same extent as if the Property had originally been described in the Declaration.

BY: [Signature]

IN WITNESS WHEREOF, the undersigned Declarant has executed this instrument as of the date and year first above written.

WITNESSES:

Latasha Long
William R. Baker

BEEB RESOURCES L.P., a South Carolina limited partnership (SEAL)

By: SEEB, Inc.
Its: General Partner

By: [Signature]
H. Brown Hamrick
Its: President

Latasha Long
William R. Baker

HPH PROPERTIES, L.P., a South Carolina limited partnership (SEAL)

By: Charles R. Hipp, Jr.
Charles R. Hipp, Jr.
Its: General Partner

STATE OF SOUTH CAROLINA :

BK X535PG377

COUNTY OF CHARLESTON :

The foregoing instrument was acknowledged before me this 20th day of April, 2005, by H. Brown Hamrick, as the President, of SEEB, Inc., the general partner of Bees Resources L.P., a South Carolina limited partnership, on behalf of the Declarant, Bees Resources, L.P.

William R. Baker (SEAL)
Notary Public for South Carolina
My Commission Expires: 10-1-2007

STATE OF SOUTH CAROLINA :

COUNTY OF CHARLESTON :

The foregoing instrument was acknowledged before me this 20th day of April, 2005, by HPH Properties, L.P., by Charles R. Hipp, Jr., its General Partner, on behalf of Declarant, HPH Properties, L.P.

William R. Baker (SEAL)
Notary Public for South Carolina
My Commission Expires: 10-1-2007

BK X535PG378

EXHIBIT A
(Legal Description)

PARCEL I

ALL that piece, parcel or tract of land situate, lying and being in the City and County of Charleston, South Carolina, and being the southernmost portion of tract designated as "NEW LOT 11 38.247 ACRES TOTAL INCLUDING 4.965 ACRES FROM TMS #301-00-00-043 AND BUFFERS & EASEMENTS HIGHLAND 37.609 ACRES WETLAND 0.638 ACRES" as shown on a plat by Forsberg Engineering & Surveying, Inc., entitled "RESUBDIVISION PLAT OF EXISTING LOT 11 TMS# 301-00-00-333 BEES FERRY TRACT, CITY OF CHARLESTON CHARLESTON COUNTY, SOUTH CAROLINA", dated September 15, 2004, and recorded January 25, 2005, at Plat Book EH, Page 635, RMC Office for Charleston County, South Carolina, and having such size, shape, buttings, boundings, dimensions and location as will appear by reference to said plat which is incorporated herein by reference, be all the dimensions and measurement shown thereon a little more or less.

BUTTING and bounding according to said plat to the northeast on a 250 foot strip shown on said plat as "Bees Resources, LP Future R/W Total 6.582 Acres (Including Easement & Buffer)"; to the southeast on Ashley Gardens Boulevard 70' R/W; to the southwest on property now or formerly of Coastal Desert Partners, LLC, shown as "Lot 9, TMS #301-00-00-330" on said plat; and to the northwest by the "Property Line to Be Abandoned" as shown on the above-referenced plat.

For reference see TMS #301-00-00-333

PARCEL II:

All that piece, parcel or tract of land, situate, lying and being in the City and County of Charleston, South Carolina, and being the northernmost portion of tract designated as "New Lot 11 38.247 Acres Total including 4.965 Acres From TMS# 301-00-00-043 and Buffers & Easements Highland 37.609 Acres Wetland 0.638 Acres" as shown on plat by Forsberg Engineering & Surveying, Inc., entitled "RESUBDIVISION PLAT OF EXISTING LOT 11 TMS# 301-00-00-333 BEES FERRY TRACT, CITY OF CHARLESTON CHARLESTON COUNTY, SOUTH CAROLINA", dated September 15, 2004, and recorded January 25, 2005, at Plat Book EH, Page 635, RMC Office for Charleston County, South Carolina, whereon said parcel is shown and designated as "Formerly HPH Properties, LP TMS 301-00-00-043 (4.965 Acres)" and having such size, shape, buttings, boundings, dimensions and location as will appear by reference to said plat which is incorporated herein by reference, be all the dimensions and measurement shown thereon a little more or less.

BUTTING and bounding according to said plat to the west or southwest and to the northeast on tract designated as "Residual HPH Properties LP" and to the south on the balance of "New Lot 11" along a line designated on said plat as "Property Line to be Abandoned."

Portion of TMS #301-00-00-043

BK X535PG379

J. Stanley Claypool

FILED

X535-375

2005 MAY -6 PM 2:34

CHARLIE LYBRAND
REGISTER
CHARLESTON COUNTY SC

10.00
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C

Handwritten notes and initials in the top left corner, including "177" and "J.S."

LT-1714

BOOK 546 PAGE 065

STATE OF SOUTH CAROLINA

: SUPPLEMENTAL DECLARATION

COUNTY OF CHARLESTON

: (Amending instrument previously recorded
: at Book M-345, Page 573, RMC Office for
: Charleston County, South Carolina)

This Supplemental Declaration is entered into as of the 20th day of July, 2005, by **BEES RESOURCES L.P.**, a South Carolina limited partnership, ("Declarant") in consideration of the premises and for the purposes set forth below:

BACKGROUND

A. Declarant has previously executed and recorded an Amended and Restated Declaration of Covenants and Restrictions – Grande Oaks Plantation dated March 30, 2000, and recorded April 7, 2000, at Book M-345, Page 573, RMC Office for Charleston County, South Carolina, as the same may have been amended from time to time by instrument recorded in the RMC Office for Charleston County, South Carolina, including but not limited to amendment recorded at Book T-391, Page 850; at Book G-516, Page 255, at Book F-571, Page 574 and at Book X-535, Page 375, said RMC Office (the "Declaration").

B. Declarant wishes to subject the below-described property to the provisions of the Declaration, pursuant to the terms of the Declaration.

DECLARATION

NOW, THEREFORE, Declarant does hereby declare, express and agree, for itself and its heirs, successors and assigns, that the property more fully described on Exhibit A attached hereto and incorporated herein by reference (the "Property") shall be used, held, owned, mortgaged, developed and enjoyed subject to and in accordance with the terms and provisions of the Declaration, as the said Declaration may have been amended or may in the future be amended by instrument in writing recorded in the RMC Office for Charleston County, South Carolina. It is the intention of Declarant to make the Property subject to the provisions of the Declaration as fully and to the same extent as if the Property had originally been described in the Declaration.

IN WITNESS WHEREOF, the undersigned Declarant has executed this instrument as of the date and year first above written.

WITNESSES:

[Signature]

BEES RESOURCES L.P., a South Carolina limited partnership (SEAL)

By: SEEB, Inc.
Its: General Partner

[Signature]

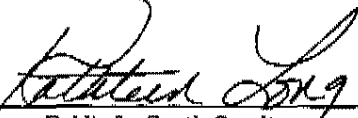
By: [Signature]

H. Brown Hamrick
Its: President

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

The foregoing instrument was acknowledged before me this 20th day of July, 2005, by H. Brown Hamrick, as the President, of SEEB, Inc., the general partner of Declarant, on behalf of the Declarant.


_____(SEAL)
Notary Public for South Carolina
My Commission Expires: 4/20/06

0311
EXHIBIT A
(Legal Description)

02:15:19 23 JUN 2005

ALL that piece, parcel or tract of land, together with any buildings and improvements thereon, situate, lying and being in the City and County of Charleston, South Carolina, and being shown and designated as "LOT 13A BEES RESOURCES, L.P. 236,315.66 sq. ft. wetlands 5.425 acres wetlands 939,020.75 sq. ft. upland 21.557 acres upland 1,175,336.41 sq. ft. total 26.982 acres total" on a plat by Richard A. Aldridge of Trico Engineering Consultants, Inc. dated May 17, 2005, entitled in part "ALTA/ACSM LAND TITLE SURVEY SHOWING THE SUBDIVISION OF LOT 13, A 46.358 AC. TRACT OF LAND, A PORTION OF BEES LANDING SUBDIVISION, CHARLESTON COUNTY TMS 301-00-00-397, INTO LOT 13A, A 26.982 AC. TRACT OF LAND, AND LOT 13B, A 19.376 AC. TRACT OF LAND, LOCATED IN THE CITY OF CHARLESTON, CHARLESTON COUNTY, SOUTH CAROLINA", and recorded at Plat Book EJ, Page 56, RMC Office for Charleston County, South Carolina, and having such size, shape, buttings, boundings, dimensions and location as will appear by reference to said plat which is incorporated herein by reference.

68 N 546PG068

FILED
N546-065

10.00
C

MCNAIR LAW FIRM, P.A.
P.O. BOX 1431
CHARLESTON, SC 29402

2006 JUL 25 PM 2:31

CHARLIE LYBRAND
REGISTER
CHARLESTON COUNTY SC

L
LTV

LT-17148
STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

BK # V568PG883

SUPPLEMENTAL DECLARATION
: SUPPLEMENTAL DECLARATION
: (Amending instrument previously recorded
: at Book M-345, Page 573, RMC Office for
: Charleston County, South Carolina)

This Supplemental Declaration is entered into as of the 4th day of January, 2006, by **BEES RESOURCES L.P.**, a South Carolina limited partnership, ("Declarant") in consideration of the premises and for the purposes set forth below:

BACKGROUND

A. Declarant has previously executed and recorded an Amended and Restated Declaration of Covenants and Restrictions - Grande Oaks Plantation dated March 30, 2000, and recorded April 7, 2000, at Book M-345, Page 573, RMC Office for Charleston County, South Carolina, as the same may have been amended from time to time by instrument recorded in the RMC Office for Charleston County, South Carolina, including but not limited to amendment recorded at Book T-391, Page 850; at Book G-516, Page 255, at Book F-517, Page 574, at Book X-535, Page 375, at Book N-546, Page 065 and re-recorded at Book J-560, Page 005, and at Book O-549, Page 759, said RMC Office (the "Declaration").

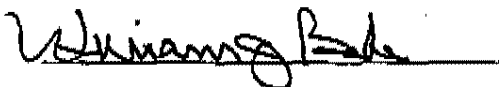
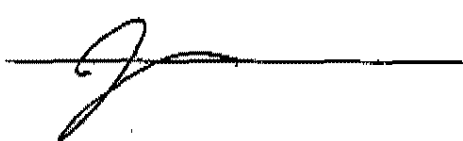
B. Declarant wishes to subject the below-described property to the provisions of the Declaration, pursuant to the terms of the Declaration.

DECLARATION

NOW, THEREFORE, Declarant does hereby declare, express and agree, for itself and its heirs, successors and assigns, that the property more fully described on Exhibit A attached hereto and incorporated herein by reference (the "Property") shall be used, held, owned, mortgaged, developed and enjoyed subject to and in accordance with the terms and provisions of the Declaration, as the said Declaration may have been amended or may in the future be amended by instrument in writing recorded in the RMC Office for Charleston County, South Carolina. It is the intention of Declarant to make the Property subject to the provisions of the Declaration as fully and to the same extent as if the Property had originally been described in the Declaration.

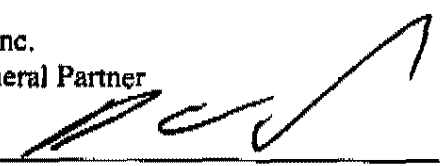
IN WITNESS WHEREOF, the undersigned Declarant has executed this instrument as of the date and year first above written.

WITNESSES:

BEES RESOURCES L.P., a South Carolina
limited partnership (SEAL)

By: SEEB, Inc.
Its: General Partner

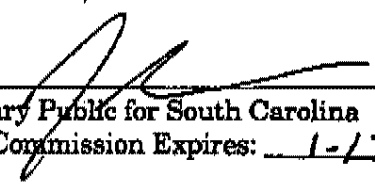
By: 
H. Brown Hamrick
Its: President

DK # V568PG884

STATE OF SOUTH CAROLINA :

COUNTY OF CHARLESTON :

The foregoing instrument was acknowledged before me this 4 day of January, 2006, by H. Brown Hamrick, as the President, of SEEB, Inc., the general partner of Declarant, on behalf of the Declarant.

 (SEAL)
Notary Public for South Carolina
My Commission Expires: 1-17-2013

BOOK V568PG885

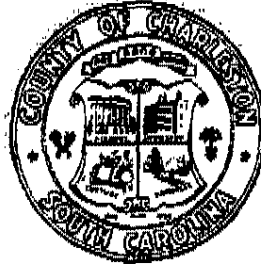
EXHIBIT A
(Legal Description)

ALL that piece, parcel or tract of land, together with any buildings and improvements thereon, situate, lying and being in the City and County of Charleston, South Carolina, and being shown and designated as "LOT 13B BEES RESOURCES, L.P. 194,491.90 sq. ft. wetlands 4.464 acres wetlands 649,541.25 sq. ft. upland 14.912 acres upland 844,033.15 sq. ft. total 19.376 acres total" on a plat by Richard A. Aldridge of Trico Engineering Consultants, Inc. dated May 17, 2005, entitled in part "ALTA/ACSM LAND TITLE SURVEY SHOWING THE SUBDIVISION OF LOT 13, A 46.358 AC. TRACT OF LAND, A PORTION OF BEES LANDING SUBDIVISION, CHARLESTON COUNTY TMS 301-00-00-397, INTO LOT 13A, A 26.982 AC. TRACT OF LAND, AND LOT 13B, A 19.376 AC. TRACT OF LAND, LOCATED IN THE CITY OF CHARLESTON, CHARLESTON COUNTY, SOUTH CAROLINA", and recorded at Plat Book EJ, Page 056, RMC Office for Charleston County, South Carolina, and having such size, shape, buttings, boundings, dimensions and location as will appear by reference to said plat which is incorporated herein by reference.

BK # V568PG886

RECORDER'S PAGE

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



FILED
January 6, 2006
4:24:56 PM
BK # V568PG883
Charlie Lybrand, Register Charleston County, SC

Filed By:

McNair Law Firm, P.A.

100 Calhoun St.
Charleston 29401

LS

DESCRIPTION	AMOUNT
SUPP/DECL	\$ 10.00
Postage	

TOTAL	\$ 10.00
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DRAWER:

<u>3</u>	B - ecp
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DO NOT STAMP BELOW THIS LINE

signage located on Grand Oaks Boulevard and Ashley Gardens Boulevard, and such easement of enjoyment shall be appurtenant to and shall pass with the title to every tract of land and every lot subdivided from such tract of land.

13. Upon conveyance of more than fifty (50%) of the developable acreage along Grand Oaks Boulevard and Ashley Gardens Boulevard or of the tracts using these Boulevards for principal access to the Bess Ferry Road, the right to amend the covenants shall vest in the Grand Oaks Boulevard Owner's Association Inc. The approval of at least 2/3 of the tract owners, or subsequent subdivision homeowners associations is required to amend the covenants

14. Subordination of the Lien to Mortgages: The lien of the Assessments provided for shall be subordinate to the lien of any first Mortgage. The sale or transfer of any Lot shall not affect the Assessment lien. However the sale or transfer of any Lot or Tract pursuant to mortgage foreclosure or any deed or other proceeding in lieu of foreclosure thereof, shall extinguish the lien of such Assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any Assessments thereafter becoming due or from the lien thereof. Any mortgagee holding a first Mortgage are not required to collect assessments. Failure to pay assessments does not constitute a default under an insured mortgage.

15. FHAVA Approval.

As long as there is a Declarant right to annex additional properties, such Annexation will require prior approval by the Federal Housing Administration or the Veterans Administration.

It is not anticipated that any additional common areas will be dedicated, however, in the event that any additional common areas will be dedicated, such dedication will require prior approval by the Federal Housing Administration or the Veterans Administration, so long as Declarant owns any property in the subdivision..


IN ALL OTHER RESPECTS the Amended and Restated Declaration of Covenants and Restrictions - Grande Oaks Plantation, dated March 30, 2000 and recorded April 7, 2000 in the RMC Office for Charleston County in Book M345, at page 573 shall remain in full force and effect.

IN THE PRESENCE OF:

BEES RESOURCES, LP

By: SEEB, Inc., its General Partner

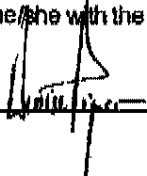
By: H. Brown Hamrick, President



 Elizabeth H. Diamond

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

PERSONALLY appeared before me the undersigned witness and upon being duly sworn, deposes and says that he/she saw the within named BEES RESOURCES, LP, by: SEEB, Inc., its General Partner, by H. Brown Hamrick, its President, sign, seal and deliver the within written AMENDMENT TO AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS GRANDE OAKS PLANTATION and that he/she with the other witness witnessed the execution thereof.



SWORN TO BEFORE ME THIS
19th day of December, 2001.



NOTARY PUBLIC FOR SOUTH CAROLINA
MY COMMISSION EXPIRES: *10/19/08*

S. Stanley Clayborne

BK T391PG853

10.00/B

FILED

T391-850

2001 DEC 20 PM 12:48

CHARLIE LYBRAND
REGISTER
CHARLESTON COUNTY SC

~~MAK~~

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BK GS16 P6255

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

SUPPLEMENTAL DECLARATION
: (Amending instrument previously recorded
: at Book M-345, Page 573, RMC Office for
: Charleston County, South Carolina)

This Supplemental Declaration is entered into as of the 15 day of November 2004, by BEES RESOURCES, L.P., a South Carolina limited partnership, ("Declarant") in consideration of the premises and for the purposes set forth below:

BACKGROUND

A. Declarant has previously executed and recorded an Amended and Restated Declaration of Covenants and Restrictions - Grande Oaks Plantation dated March 30, 2004 and recorded April 7, 2000, at Book M-345, Page 573, RMC Office for Charleston County, South Carolina, as the same may have been amended from time to time by instrument recorded in the RMC Office for Charleston County, South Carolina, including but not limited to instrument recorded at Book T-391, Page 850, said RMC Office (the "Declaration").

B. Declarant wishes to subject the below-described property to the provisions of the Declaration, pursuant to the terms of the Declaration.

DECLARATION

NOW, THEREFORE, Declarant does hereby declare, express and agree, for itself and its heirs, successors and assigns, that the property more fully described on Exhibit A attached hereto and incorporated herein by reference (the "Property") shall be used, held, owned, managed, developed and enjoyed subject to and in accordance with the terms and provisions of the Declaration, as the said Declaration may have been amended or may in the future be amended by instrument in writing recorded in the RMC Office for Charleston County, South Carolina. It is the intention of Declarant to make the Property subject to the provisions of the Declaration in full and to the same extent as if the Property had originally been described in the Declaration.

IN WITNESS WHEREOF, the undersigned Declarant has executed this instrument as of the date and year first above written.

WITNESSES:

BEES RESOURCES, L.P., a South Carolina limited partnership (SEAL.)

William G. Baker
[Signature]

By: SEEB, Inc.
Its: General Partner

By: *[Signature]*
Its: *President*

BK GS16 PG 256

STATE OF SOUTH CAROLINA :

COUNTY OF CHARLESTON :

The foregoing instrument was acknowledged before me this 15 day of November ✓
2004, by H. Brown Houston as the President of SEER, Inc., the
general partner of Declarant, on behalf of the Declarant.

William B. Brown (SEAL)
Notary Public for South Carolina
My Commission Expires: 10-7-2007

BK GS/6 PG 257

EXHIBIT A
(Legal Description)

ALL that piece, parcel or tract of land situate, lying and being in the City and County of Charleston, South Carolina and being shown and designated as "Tract D2 310.869 Acres Total 97.424 Acres Wetlands 213.245 Acres Highland" on a plat by Forsberg Engineering and Surveying, Inc. dated September 9, 2004 entitled in part "SUBDIVISION PLAT OF TRACT D BEES LANDING CITY OF CHARLESTON, CHARLESTON COUNTY, SOUTH CAROLINA" and recorded or to be recorded in the BMC Office for Charleston County, South Carolina at Plat Book E.N., Page 127, and having such size, shape, buildings, boundings, dimensions and location as will appear by reference to said plat which is incorporated herein by reference, be all the dimensions and measurements shown thereon a little more or less.

BUTTING AND BOUNDING according to said plat as follows: to the north and northwest on Lot 9A, property now or formerly of Coastal Desert Partners, LLC, Charleston County TMS # 301-00-00-330 and also on Ashley Gardens Blvd. 70' R/W and 60' R/W; to the northeast on property now or formerly of Beazer Homes, Corp. Charleston County TMS # 301-00-00-060; to the southwest on property of Bees Resources, L.P. known as Tract D1; to the south on property now or formerly of Henry Kuznik Charleston County TMS # 301-00-00-028; and to the southwest on property now or formerly of the County of Charleston, Charleston County TMS # 301-00-00-028.

BK G 516 PG 258

YOUNG CLEMENT RIVERS, LLP

*Endorse
by
11-16-06
of
of*

FILED

G 516-255
2006 NOV 16 PM 2:35

10.00
A

CHARLIE LYBRAND
REGISTER
CHARLESTON COUNTY SC