

DECLARATION

of

COVENANTS, CONDITIONS AND RESTRICTIONS

of

THE POINTE AT RIVERTOWNE COUNTRY CLUB

THIS DECLARATION, made this 31st day of March, 2000, by PARKERS ISLAND DEVELOPMENT GROUP, LLC, a South Carolina limited liability company, hereinafter referred to as "Declarant".

W I T N E S S E T H:

WHEREAS, Declarant is the Owner of certain properties in the Town of Mount Pleasant, Charleston County, State of South Carolina, which are described on Exhibit A attached hereto and made a part hereof.

WHEREAS, Declarant intends to develop the properties into single family residential lots in one or more subdivisions or sections and/or sell portions of the properties to others for the purpose of developing such portions into single family residential lots in one or more subdivisions or sections; and

WHEREAS, Declarant desires to provide for orderly development and maintenance of the properties.

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns,

and shall inure to the benefit of each Owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to THE POINTE AT RIVERTOWNE COUNTRY CLUB HOMEOWNERS ASSOCIATION, its successors and assigns (herein "the Association").

Section 2. "Master Association" shall mean and refer to the Wando Plantation Master Association established pursuant to that certain Declaration filed in Book D253, page 183.

Section 3. "Neighborhood Association" shall mean and refer to the Parkers Island Property Owners Association established pursuant to that certain Declaration filed in Book L336, page 555.

Section 4. "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 a part of the Properties, including contract, but excluding those having such interest merely as security for the performance of an obligation.

Section 5. "Properties" shall mean and refer to all that certain real property hereinbefore described.

Section 6. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the Owners as designated on plats recorded from time to time.

Section 7. "Lot" shall mean and refer to any numbered lot or plot of land as shown upon any plat hereinabove referred to, with the exception of the Common Area.

Section 8. "Declarant" shall mean and refer to Parker's Island Development

Group, LLC, its successors and assigns if Parker's Island Development Group, LLC makes and records a specific assignment of its rights as Declarant to such a successor or assign. Upon conveyance by Parker's Island Development Group, LLC of any portion of the Properties to a developer who intends to develop more than fifty (50) single family lots on the Property conveyed, Parker's Island Development Group, LLC shall be required to convey the Declarant Rights as to the Property conveyed to the purchaser.

Section 9. "Declarant Control Period shall mean and refer to the period of time during which Declarant is entitled to appoint a majority of the members of the Board of Directors and shall be ten (10) years from the date of recordation of this Declaration or when all Declarants will have conveyed their interest in Properties or Lots, whichever first occurs. The Declarant or Declarants may, at it or their options, terminate the Declarant Control Period earlier by written and recorded document.

Section 10. "Mortgage" as used herein shall mean a mortgage or deed of trust, said terms having the same meaning and may be used interchangeably.

Section 11. "Builder" as used herein shall mean any person or entity licensed by the State of South Carolina to construct single family residences.

Section 12. "Subdivision", as used herein, shall mean a portion of the Property creating Lots by recordation of a plat.

## ARTICLE II

### PROPERTY RIGHTS AND DUTIES

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

provisions:

(a) the right of the Association to restrict uses or activities inconsistent with the maintenance of the Common Area;

(b) the right of the Association to suspend the voting rights and right to use of the Common Area, excluding streets and roads which may be in the Common Area, by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Board of Directors.

(d) the right of the Association to assess or charge to every Owner fees or dues in order to have funds to maintain and care for the Common Area and any improvements located thereon.

(e) the transfer of a Lot automatically transfers membership in the Association, the Master Association and the Neighborhood Association and all rights of the transferor with respect to the Common Areas and facilities to which Ownership of such lot relate.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

Section 3. Leasing. After construction of a residence on a Lot, any Owner may lease or rent his Lot as long as the use of the Lot is consistent with the restrictions herein and provided that the lease agreement between Owner and

lessee shall be written and shall provide that the terms of the lease shall be subject in all respects to the provisions of this Declaration and all other documents of the Association and that failure of the lessee to comply with the terms of such documents shall constitute a default under the lease.

Section 4. Duties of Declarant. The Declarant shall convey the Common Area to the Association free and clear of all liens and with all real estate taxes paid through the date of transfer to the Association, which conveyance shall take place not later than two (2) years from the date of recordation of the Property plat creating the Common Area or Areas.

Section 5. Association Duties. Upon conveyance of the Common Area to the Association, the Association shall have the duty to maintain and keep in good repair all the same for the benefit of all Owners, including without limitation, proper maintenance of the lakes and drainage facilities which are located on the Common Area together with any streets, sidewalks, street lights, landscaping or other improvements which may be located upon the Common Area. In addition, the Association shall control the availability of the Common Area, insure that the Common Area and other property set aside for open space, if any, not be developed for unapproved purposes in the future, and insure that the Common Area is maintained in their intended use and function in perpetuity, unless and until the governing municipality, by ordinance, authorizes and approves revisions to the Common Area.

Section 6. Right of Entry and Right to Cure Defaults by Municipality. Municipal personnel, in the performance of their official duties, are hereby granted a right of entry upon the Common Area of the Association, and this shall include, but not be limited to, law enforcement officers, rescue squad personnel

and fire fighting personnel while in pursuit of their duties, and for the purpose of inspecting, maintaining, repairing and replacing public facilities located in the Common Areas. In the event that the Declarant and/or the Association fails to fulfill its duty to maintain the Common Areas, then the municipality may give a written notice to the Declarant and/or the Association specifying the default and the action necessary to cure the default and the Association shall have sixty (60) days to take such action as required by the notice. In the event the Association fails to take such action, then the municipality may make such repairs and take such actions as are necessary. The cost of the repairs made by the municipality shall constitute a lien against the Common Areas and a pro rata lien against each Lot in the Property which may be recorded as a lien.

### 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 Association shall have a single class of voting membership and shall be all Owners, including the Declarant and each Owner shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members, and the vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Section 3. During the Declarant Control Period, the Declarant shall have the right to elect or appoint a majority of the members of the Board of Directors of the Association.

ARTICLE IVCOVENANT FOR MAINTENANCE ASSESSMENTSSection 1. Creation of the Lien and Personal Obligation of Assessments.

The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessments is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property 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 to promote the recreation, health, safety and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the Common Area to the Association, the maximum annual assessment shall be One Thousand Two Hundred Dollars (\$1,200.00) per Lot.

(a) From and after the first year, the maximum annual

assessment may be increased each year (computed on a cumulative basis) not more than ten percent (10%) above the maximum assessment for the previous year by the Board of Directors without a vote of the membership.

(b) From and after the first year, the maximum annual assessment may be increased above ten percent (10%) by a vote of fifty-one percent (51%) of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment from time to time at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of more than fifty-one percent (51%) of the votes of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 10 days nor more than 30 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast fifty-one percent (51%) of all the votes shall constitute a quorum. If the required quorum is not



present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (½) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected in arrears or in advance on a monthly basis, or on a quarterly, semi-annual or annual basis as determined by the Board of Directors of the Association.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to each Lot on the first day of the month following the conveyance of the Lot to an Owner other than a Declarant or a Builder acquiring a Lot directly from a Declarant. No assessments shall be due for Lots owned by the Declarant so long as the Declarant is maintaining the streets and any of the Common Areas within the properties or paying the operating deficit of the Association as hereinafter provided for in Section 10. By Contract, the Declarant may provide that a Builder acquiring a Lot directly from a Declarant shall pay no assessment during the first six (6) months of Ownership, shall pay fifty percent (50%) of the assessment for the next six (6) months and, thereafter, pay the full assessment. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge,

furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eighteen percent (18%) per annum or as may be established from time to time by a vote of the Association. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot. Any defaulting Owner shall be liable for reasonable attorneys fees and court costs as may be awarded by the court.

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. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu 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.

Section 10. Declarant's Obligation for Assessments. Anything herein to the contrary in this Article notwithstanding so long as a Declarant owns any portion of the Property upon which Lots are to be developed or constructed or

owns any Lot for sale, the Declarant may exempt itself from the payment of Assessments in accordance with the terms of this paragraph. Furthermore, any Builder acquiring a Lot from a Declarant under a contract for the purpose of development and sale to an Owner and which exempts the Builder from the payment of Assessments will be exempt from the payment of Assessments in accordance with the terms of such contract and this paragraph; provided, however, that a Builder may only be exempted as provided for in Section 7 hereinabove. Each Declarant exempting itself from the payment of Assessments or who has contracted with a Builder to be exempt from the payment of Assessments hereby covenants and agrees it will annually elect either to pay an amount equal (i) to the total Assessment which would otherwise be due and payable for Lots owned by it or by a Builder acquiring the same from it, plus the total Assessments which would otherwise be due and payable if Assessments were payable on the number of then existing Lots, or (ii) to pay its "Subsidy Percentage" being defined as the difference between the amount of Assessments collected on all other Lots not owned by the Declarant or its Builder and the amount of actual expenditures by the Association during the fiscal year, but not in a sum greater than the Assessments the Declarant and its Builder would pay if not exempt therefrom, or (iii) pay the cost of maintaining the Common Area in lieu of the payment of any Assessments. Unless a Declarant otherwise notifies the Board in writing at least twenty five (25) days before the beginning of each calendar year, a Declarant will be deemed to have elected for the first year in which Assessments are due, and thereafter to continue paying on the same basis as during the immediately preceding year.

Section 11. Initial Capital Assessment. The Owner of each Lot shall pay to the Association an initial capital assessment of \$350 upon the conveyance of

a Lot to an Owner who is not a Builder.

Section 12. Additional Assessments. In addition to the assessments payable hereunder to the Association, the Owner of each Lot shall also pay such assessments as may be due to the Master Association and the Neighborhood Association.

#### ARTICLE V

##### GENERAL PROVISIONS

Section 1. Enforcement. The Association, the Declarant, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

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

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by an instrument signed by not less than sixty-seven percent (67%) of the Lot Owners. Any amendment must be recorded. Notwithstanding the foregoing, this Declaration may be amended unilaterally at any time and from time to time by Declarant during the Declarant Control Period (a) if such amendment is necessary to bring any provision hereof into compliance with any applicable governmental

statute, rule or regulation or judicial determination which shall be in conflict therewith; (b) if such amendment is necessary to enable any title insurance company to issue title insurance coverage with respect to the Lots subject to this Declaration; (c) if such amendment is required by an institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association, the Department of Housing and Urban Development, the Veterans Administration, or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase Mortgage loans on the Lots subject to this Declaration; or (d) if such amendment is necessary to enable any governmental agency or private insurance company to insure or guarantee Mortgage Loans on the Lots subject to this Declaration; provided, however, any such amendment shall not adversely affect the title to any Owner's Lot unless any such Lot Owner shall consent in writing. Further, during the Declarant Control Period, Declarant may unilaterally amend this Declaration for any other purpose; provided, however, any such amendment shall not materially adversely affect the substantive rights of any Lot Owners hereunder, nor shall it adversely affect title to any Lot without the consent of the affected Lot Owner.

Section 4. Mortgage Provisions. The following provisions are for the benefit of holders of first Mortgages on Lots in the Property. The provisions of this Section apply to both this Declaration and the Bylaws, notwithstanding any other provisions contained therein.

(a) Notices of Action. An institutional holder, insurer, or guarantor of a first Mortgage who provides a written request to the Association (such request to state the name and address of such holder, insurer, or guarantor

and the Lot number, therefore becoming an "eligible holder"), will be entitled to timely written notice of:

(i) any condemnation loss or any casualty loss which affects a material portion of the Common Area or which affects any Lot on which there is a first Mortgage held, insured, or guaranteed by such eligible holder;

(ii) any delinquency in the payment of assessments or charges owed by an Owner of a Lot subject to the Mortgage of such eligible holder, where such delinquency has continued for a period of sixty (60) days; provided, however, notwithstanding this provision, any holder of a first Mortgage, upon request, is entitled to written notice from the Association of any default in the performance by the Owner of the encumbered Lot of any obligation under the Declaration or Bylaws of the Association which is not cured within sixty (60) days;

(iii) any lapse, cancellation or material modification of any insurance policy maintained by the Association.

(b) No Priority. No provision of this Declaration or the Bylaws gives or shall be construed as giving any Owner or other party priority over any rights of the first Mortgage of any Lot in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Area.

(c) Notice to Association. Upon request, each Lot Owner shall be obligated to furnish to the Association the name and address of the holder of any Mortgage encumbering such Owner's Lot.

(d) VA/HUD Approval. As long as the Declarant has the right to appoint and remove the directors of the Association and so long as the project

is approved by the U. S. Department of Housing and Urban Development ("HUD"), or the U. S. Department of Veterans Affairs ("VA"), for insuring or guaranteeing any Mortgage in the Community, the following actions shall require the prior approval of the VA or HUD as applicable: annexation of additional property to the Common Area, except for annexation by Declarant in accordance pursuant to a plan of annexation previously approved by the VA or HUD as applicable; dedication of Common Area to any public entity; mergers and consolidations; dissolution of the Association; and material amendment of the Declaration, Bylaws or Articles of Incorporation.

(e) Applicability of Section. Nothing contained in this Section shall be construed to reduce the percentage vote that must otherwise be obtained under the Declaration, Bylaws, or South Carolina law for any of the acts set out in this Section.

(f) Amendments by Board. Should the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, HUD or VA subsequently delete any of their respective requirements which necessitate the provisions of this Section or make any such requirements less stringent, the Board, without approval of the Owners, may cause an amendment to this Section to be recorded to reflect such changes.

6. Easements.

(a) Easements for Encroachment and Overhang. There shall be reciprocal appurtenant easements for encroachment and overhang as between each Lot and such portion or portions of the Common Area adjacent thereto or as between adjacent Lots due to the unintentional placement or settling or shifting of the improvements constructed, reconstructed, or altered thereon (in accordance

with the terms of this Declaration) to a distance of not more than five (5) feet, as measured from any point on the common boundary between each Lot and the adjacent portion of the Common Area or as between adjacent Lots, as the case may be, along a line perpendicular to such boundary at such point. In no event shall an easement for encroachment exist if such encroachment occurred due to willful conduct on the part of an Owner, Occupant, or the Association.

(b) Easements for Use and Enjoyment.

(i) Every Owner of a Lot shall have a right and easement of ingress and egress, use and enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to each Lot, subject to the following provisions:

(1) the right of the Association to charge reasonable admission and other fees for the use of any portion of the Common Area on a uniform basis for improvements not provided by the Declarant unless otherwise consented to by Declarant, to limit the number of guests of Lots Owners and tenants who may use the Common Area, and to provide for the exclusive use and enjoyment of specific portions thereof at certain designated times by an Owner, his family, tenants, guests, and invitees;

(2) the right of the Association to suspend the voting rights of a Lot Owner and the right of an Owner to use the recreational facilities available for use by the Lot Owners, if any, for any period during which any assessment against such Owner's Lot which is hereby provided for remains unpaid; and, for a reasonable period of time, for an infraction of the Declaration, Bylaws, or rules and regulations;

(3) the right of the Association to borrow money for



the purpose of improving the Common Area, or any portion thereof, or for construction, repairing or improving any facilities located or to be located thereon, and to give as security for the payment of any such loan a Mortgage conveying all or any portion of the Common Area, provided, however, the lien and encumbrance of any such Mortgage given by the Association shall be subject and subordinate to any rights, interests, options, easements and privileges herein reserved or established for the benefit of Declarant, or any Lot or Lot Owner, or the holder of any Mortgage, irrespective of when executed, encumbering property located within the Common Area. Any such Mortgage on the Common Area shall be subject to approval by at least two-thirds (2/3) vote of the members. Any provision of this Declaration or in any such Mortgage given by the Association to the contrary notwithstanding, the exercise of any rights therein by the holder thereof in the event of a default thereunder shall not cancel or terminate any rights, easements or privileges herein reserved or established for the benefit of Declarant, or any Lot or Lot Owner, or the holder of any Mortgage, irrespective of when executed, given by Declarant or any Lot Owner encumbering any Lot or other property located within the Common Area;

(4) the right of the Association to dedicate or grant easements over, under and through the Common Area to governmental entities for public purposes; and

(ii) Delegation. Any Lot Owner may delegate such Owner's right of use and enjoyment in and to the Common Area and facilities located thereon to the members of such Owner's family and to such Owner's tenants and guests and shall be deemed to have made a delegation of all such rights to the occupants of such Owner's Lot, if leased.

(c) Easements for Utilities. There is hereby reserved to the Declarant and the Association blanket easements upon, across, above and under all property within the Common Area, and all Lots, for access, ingress, egress, installation, repairing, replacing, and maintaining all utilities serving the Common Area or any Lot or any portion thereof. This easement shall include, without limitation, gas, water, sanitary sewer, telephone, electricity, cable television, security, as well as storm drainage and any other service or system which the Declarant or the Association may decide to have installed to service the Common Area. It shall be expressly permissible for the Declarant, the Association, or the designee of either, as the case may be, to install, repair, replace and maintain or to authorize the installation, repairing, replacing, and maintaining of such wires, conduits, pipes, cables and other equipment related to the providing of any such utility or service. Should any party furnishing any such utility or service request a specific license or easement by separate recordable document, the Declarant or the Board, as the case may be, shall have the right to grant such easement.

(d) Easement for Drainage. Declarant hereby reserves a perpetual easement across all Common Area for the purpose of altering drainage and water flow. This right shall include, but is not limited to, altering swales, installing drains, drainage ditches, pipes, inlets, headwalls, and altering channeling, or piping waterflow across any Lot or any property in the Common Area. Rights exercised pursuant to this reserved easement shall be exercised with a minimum of interference to the quiet enjoyment of affected property, reasonable steps shall be taken to protect such property, and damage shall be repaired by the person causing the damage at its sole expense.

(e) Easement for Entry. In addition to the other rights reserved to the Declarant and the Association, the Declarant or the Association shall have the right (but not the obligation) to enter upon any property or Lot for emergency, security and safety reasons. This right may be exercised by the Declarant or its designee, any officer of the Board, and all governmental employees, policemen, firemen, ambulance personnel, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner, and the entering party shall be responsible for any damage caused. This right of entry shall include the right of the Board to enter to cure any condition which may increase the possibility of a fire, slope erosion or other hazard or condition in the event an Owner or occupant fails or refuses to cure the condition upon request by the Board.

(f) Easement for Maintenance. Declarant hereby expressly reserves a perpetual easement for the benefit of the municipality, Declarant or the Association across such portions of the Lots, determined in the sole discretion of the Declarant and the Association, as are necessary to allow for the maintenance required by this Declaration. Such maintenance shall be performed with a minimum of interference to the quiet enjoyment to Owners' property, reasonable steps shall be taken to protect such property, and damage shall be repaired by the person causing the damage at its sole expense.

(g) Easement for Entry Features. There is hereby reserved to the Declarant and the Association an easement for ingress, egress, installation, construction landscaping and maintenance of entry features and similar streetscapes for the Lots, over and upon each Lot as more fully described

on the recorded Property plat for any portion of the Property. The easement and right herein reserved shall include the right to cut, remove and plant trees, shrubbery, flowers and other vegetation around such entry features and the right to grade the land under and around such entry features.

(h) Construction and Sale Period Easement. Notwithstanding any provisions contained in this Declaration, or the Bylaws, or Articles of Incorporation of the Association, use restrictions, rules and regulations, design guidelines, and any amendments thereto, until Declarant's right unilaterally to subject property to this Declaration terminates and thereafter, so long as Declarant owns any portion of the Properties in the subdivision for development or sale, Declarant reserves an easement across the Properties for Declarant and any Builder approved by Declarant to maintain and carry on the improvements required by the municipalities, upon such portion of the Property as Declarant may reasonably deem necessary. This reserved easement shall include an easement for such facilities and activities which, in the sole opinion of Declarant, may be required, convenient or incidental to the development, construction and sales activities related to property within or near the Property. This easement shall include, without limitation:

(i) The right of access, ingress and egress for vehicular and pedestrian traffic and construction activities over, under, on or in any portion of the Property as well as any Lot in the Property;

(ii) The right to tie into any portion of the Property with driveways, parking areas and walkways;

(iii) The right to tie into or otherwise connect and use (without a tap-on or any other fee for so doing), replace, relocate, maintain and

repair any device which provides utility or similar services;

(iv) The right (but not the obligation) to construct recreational facilities on Common Area;

(v) The right to carry on sales and promotional activities on the Property;

(vi) The right to place direction and marketing signs on any portion of the Property, including any Lot or Common Area;

(vii) The right to construct and operate business offices, signs, construction trailers, model residences, and sales offices incidental to the construction, development and sales activities;

(viii) Declarant and any Builder authorized by the Declarant may use residences, offices or other buildings owned or leased by Declarant or Builder as model residences and sales offices, and may also use recreational facilities available for use as a sales office or for marketing purposes without charge if authorized by the Declarant. Rights exercised pursuant to such reserved easement shall be exercised with a minimum of interference to the quiet enjoyment of affected property, and reasonable steps shall be taken to protect such property from damage. Any damage shall be repaired by the Person causing the damage at its sole expense. This section shall not be amended without the Declarant's express written consent until the Declarant's rights hereunder have terminated as provided in this Declaration.

(i) Irrigation Easements. There is hereby reserved to the Declarant and the Association a blanket easement to pump water from ponds, lakes and other bodies of water located within the Property for irrigation purposes.

(j) Access and Fence Easement. Declarant hereby reserves an

easement across any Lot which borders upon or contains a portion of any water facility, detention pond, or retention pond for the purpose of access to such facility or pond, and for the purpose of erecting any fence which is either required by the Property development and construction plans or governmental regulation, rule, ordinance or plan approval requirement.

ARTICLE VI

PROPERTY RESTRICTIONS

The Declarant does hereby declare, covenant and agree, for itself and its successors and assigns, that all residential Lots shown on any plat (except such Lots may be needed for utilities and the like such as the pump station lots shown on any plat) shall be hereafter held and sold subject to the following conditions and restrictions, to-wit:

Section 1. Land Use And Building Type: No Lot shall be used except for residential purposes. No building or other improvement shall be erected, altered, placed or permitted to remain on any Lot without the plans, specifications and design thereof having been approved in writing by the Architectural Review Board (the "ARB") referred to hereinafter. Notwithstanding the foregoing, the Declarant or any Builder purchasing three or more Lots from Declarant may maintain a model home/sales office until such time as the residences constructed on all Lots have been sold to Owners other than Builders.

The ARB may act in its sole discretion and may, from time to time, change, modify or alter its standards or guidelines relating to size, quality and design of buildings and improvements built upon the Lots.

Section 2. Building Location: The front of each numbered building lot shown on any Subdivision plat may be indicated by the "Minimum Building Set-Back Line", set forth on any Subdivision plat or if none be shown, then the front shall be determined under the ordinances of the Town of Mount Pleasant. No building shall be located on any numbered building Lot shown upon the said plat, unless the front of the said building faces the front of the Lot upon which it is located, nor shall any building be located on any Lot nearer to the front lot line than the minimum building set-back line shown on the Subdivision plat or as specified by ordinance of the Town of Mount Pleasant if no minimum set back line is shown. The ARB may grant waivers or exceptions as to building line violations for good cause shown.

Section 3. Sewage Disposal: Every dwelling unit constructed within this Property shall be connected to the public sewage disposal system.

Section 4. Easements: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat of Property.

Section 5. Underground Electrical And Telephone Service: Neither poles nor other structures for the carrying or transmission of electric power or telephone service nor any electric or telephone line or cable, elevated or carried above the surface of the land or ground, and not completely enclosed within some building or structure permitted under the provisions of these restrictions, shall be erected, altered, placed or permitted to remain upon either: (1) any Lot, or (2) in or upon any street, alley, sidewalk, curb, gutter or easement or right of way included within the Property. All electric and telephone service facilities constructed or placed within the Property, unless

completely enclosed within some building or structure permitted under the provisions of these restrictions must be carried, housed or placed beneath the surface of land on the Property. This Section 5 shall not prohibit such electrical facilities or apparatus as may be required for public utilities and/or temporary electrical service during construction of improvements.

Section 6. Nuisances: No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance to the neighborhood.

Section 7. Fences: No fence shall be erected or constructed without written approval of the ARB. No fence shall be permitted in any front yard, unless the ARB specifically approves an exception allowing the fence (front yard being defined to mean the area between the front of the house and the street upon which such Lot is situated). The ARB may require fences containing certain materials and an attractive design consistent with the neighborhood, may restrict the height and location of fences and may exclude metal fences, pens or enclosures.

Section 8. Temporary Structures: No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot as a temporary residence.

Section 9. Livestock And Poultry: No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other similar household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose and do not constitute a nuisance to their neighbors.

Section 10. Garbage And Refuse Disposal: No lot shall be used or



maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition to the rear of the dwelling concerned.

Section 11. Air-Conditioning Units. No window air conditioning units may be installed without prior approval of the ARB.

Section 12. Storage Sheds and Garages. Construction, installation or placement of a storage shed, tree house, play house, detached garage, or a building separate from the main house on the Lot is not permitted without the prior written consent of the ARB, in its sole discretion. All plans (which must include the length, width, height, materials, colors, and location) must be submitted to the ARB for written approval prior to obtaining building permits or starting construction. The structure must be constructed, installed or placed in a location inconspicuous as much as possible from public view. No two story structures of this nature are permitted on any Lot within the Property. All materials used in the construction of such buildings must match the main dwelling located on the Lot.

Section 13. Exterior Security Devices. No exterior security devices, including, without limitation, window bars, shall be permitted on any residence or Lot. Signs less than 6" x 6" placed on the Lot or the exterior of the residence stating that such residence is protected by a security system shall not be deemed to constitute an exterior security device.

Section 14. Clothesline. No exterior clotheslines of any type shall be permitted upon any Lot.

Section 15. Unsightly or Unkempt Conditions. The pursuit of hobbies or

other activities, including, without limitation, the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken in any part of the community. In addition to maintaining the ground cover and landscaping on the Lot, each Owner shall also maintain the ground cover and landscaping between the Lot line and any adjacent paved areas as required by Section 5.8 of the Declaration filed for the Neighborhood Association.

Section 16. Drainage. Catch basins and drainage areas are for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas. No Owner or occupant may alter, obstruct or rechannel the drainage flows after location and installation of drainage swales, storm sewers, or storm drains, the right to alter the same being expressly reserved to Declarant.

Section 17. Sight Distance at Intersections. All Lots located at street intersections shall be landscaped so as to permit safe sight across the street corners. No fence, wall, hedge, or shrub planting shall be placed or permitted to remain where it would create a traffic or sight problem.

Section 18. Subdivision Of Lots: None of the Lots as shown on any recorded plat may be subdivided into smaller or additional Lots unless such smaller or additional Lots comply with the Property requirements of the municipality; Lot lines may be adjusted and/or additional parcels may be added so as to create new Lots within the Property so long as the Property requirements of the municipality are met.

Section 19. Conservation Easements:

(1) The Declarant does hereby covenant and agree, as a condition running with the land, that no activity will be performed on any applicable

portion of property subject to these Restrictions which is designated on any Property Plat or other recorded plat as a "Wetlands/Conservation Easement" as that term is interpreted and applied by the United States Army Corps of Engineers pursuant to its authority under Section 404 of the Clean Water Act (33 U.S.C.A. 1251 et.seq.) unless (1) such activity is specifically authorized by the Corps of Engineers through issuance of an appropriate permit for the activity, or such activity is exempt from the requirement of a permit under applicable statutes and regulations, (2) such activity is consistent with the Covenants, Conditions and Restrictions as applicable to lots in the Property, and (3) such activity conforms to all other applicable requirements of federal, state and local laws, ordinance and regulations; nothing contained herein shall prevent the construction of residences or other improvements on portions of Lots which may be partially affected by a Conservation Easement with the residences and other improvements being constructed on the portion of such Lot not subject to the Conservation Easement, provided, however, that the Owner of any such Lot shall be entitled to use of the portion of the Lot subject to the Conservation Easement, but may not remove trees or other vegetation except for dead or diseased trees or vegetation, the intent being that the Conservation Easement areas shall remain in their natural state.

(2) The covenants herein contained shall lie in addition to all of the covenants, conditions, and restrictions contained in the Declaration.

(3) The Declarant, the Association, the Corps of Engineers, and any other federal, state or local government or agency having jurisdiction over tidal or non-tidal wetlands as defined in the Clean Water Act as hereinabove referred to shall have the right to enforce, by proceeding at law or in equity in

Charleston County or the United States District Court for the State of South Carolina, the covenants, conditions, restrictions and easements herein contained in this Section 19.

ARTICLE VII

ARCHITECTURAL REVIEW BOARD

(In this Article VII the term Declarant shall have the same meaning as in Article I, Section 8.) Until such time as Declarant has conveyed the last Lot developed from the Properties, or any Lot which may be hereafter annexed, Declarant shall designate an Architectural Review Board (the "ARB") consisting of three (3) persons which Declarant may from time to time change. Upon the last Lot being conveyed by Declarant, or at such earlier time as Declarant may elect, the Board of Directors of the Association shall elect an ARB consisting of three (3) persons who may also serve as officers or directors of the Association. All new construction of any improvement, including without limitation residences or fences, shall require the written approval of the ARB. Any subsequent addition to, or change of, or alteration of existing construction, shall in like manner, require approval of the ARB, provided, however, that repainting or repairs of what has been previously approved shall not require any subsequent approval. The ARB is authorized to review and determine in its sole discretion, the nature, kind, shape, height, materials, location or design or color of any improvement located upon the Properties to ensure harmony of external design and location in relation to surrounding structures and topography. The Board of Directors may establish separate Architectural Review Boards for various sections or Subdivisions developed from the Properties. The ARB may establish separate architectural and landscape standards for various sections or Properties

developed on the Properties. The ARB is authorized to charge a processing fee established from time to time for each application submitted for approval.

In the event the ARB fails to approve or disapprove such design and location and notify the applicant within ninety (90) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied.

Plans and specifications are not approved for engineering or structural design or quality of materials, and by approving such plans and specifications, neither the ARB, the members thereof, nor the Association assumes liability or responsibility therefor, nor for any defect in any structure constructed from such plans and specifications. Neither Declarant, the Association, the ARB, the Board, nor the officers, directors, members, employees, and agents of any of them shall be liable in damages to anyone submitting plans and specifications to any of them for approval, or to any Owner of property affected by these restrictions by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications. Every person who submits plans or specifications and every Owner agrees that such person or Owner will not bring any action or suit against Declarant, the Association, the ARB, the Board, or the officers, directors, members, employees, and agents of any board, or the officers, directors, members, employees, and agents of any of them to recover any damages and hereby releases, remises, quitclaims, and covenants not to sue for all claims, demands, and causes of action arising out of or in connection with any judgment, negligence, or nonfeasance and hereby waives the provisions of any law which provides that a general release does not extend to claims, demands, and

causes of action not known at the time the release is given.

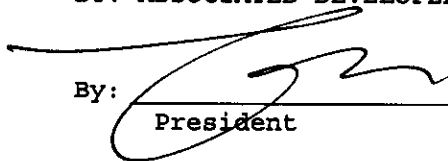
ARTICLE IX

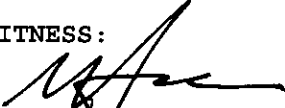

DECLARANT CONTROL

Anything herein to the contrary notwithstanding, in no case shall the Declarant, as the developer of the Properties, control the Association or the ARB beyond ten (10) years from the date of recordation of this Declaration or when all Declarants will have conveyed their interest in the Properties or Lots, whichever shall first occur.

IN WITNESS WHEREOF, the undersigned Declarant has caused this instrument to be executed on its behalf as of the date and year first above written.

PARKERS ISLAND DEVELOPMENT GROUP, LLC  
BY: ASSOCIATED DEVELOPERS, INC., Manager

By:   
\_\_\_\_\_  
President

WITNESS:  
  
\_\_\_\_\_  
  
\_\_\_\_\_



CHRISTIAN SOUTH CAROLINA 28413-5541  
POST OFFICE BOX 1000  
WALKER, PA

STATE OF VIRGINIA

City of Newport News, to wit:

I JENNIFER R. ADAMS, a Notary Public in and for the City and State aforesaid, whose commission expires on the 31<sup>st</sup> day of MARCH, 2002, do hereby certify that Henry H. Stephens, President, Associated Developers, Inc., Manager, Parkers Island Development Group, LLC, whose name is signed to the foregoing writing bearing date on the 31st day of March, 2000, has acknowledged the same before me in my City and State aforesaid.

Given under my hand this 6<sup>th</sup> day of April, 2000.

Jennifer R Adams  
Notary Public



**EXHIBIT A**  
**LEGAL DESCRIPTION**

All that piece, parcel, lot or tract of land, situate, lying and being in the Town of Mt. Pleasant, Charleston County, South Carolina, and being shown and designated as "Tract C, 221.01 Acres Total, 136.60 Acres Highland, 2.53 Acres Island, 81.88 Acres Marsh", on a plat by Southstar Surveying, Inc., dated March 16, 1997 entitled in part, "A Plat of the Subdivision of a Portion of Parkers Island to Create Tract C (221.01 Acres) and a New Access Easement, Town of Mt. Pleasant, Charleston County, South Carolina" and recorded April 2, 1997 at Plat Book EB, page 692, RMC Office for Charleston County, South Carolina

186721

PRATT-THOMAS, PEARCE, EPTING & WALKER, P.A.  
POST OFFICE DRAWER 22247  
CHARLESTON, SOUTH CAROLINA 29413-2247

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FILED

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2000 APR 11 PM 12:37

CHARLIE LYBRAND  
REGISTER  
CHARLESTON COUNTY SC

39.00  
A

*LT*