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Buist, Byars & Taylor, LLC

130 Gardener's Circle, PMB #138

Johns Island, SC 29455

5248-0001

STATE OF SOUTH CAROLINA)
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 COUNTY OF CHARLESTON)

THIRTEENTH SUPPLEMENTAL DECLARATION TO
 THE DECLARATION OF COVENANTS AND
 RESTRICTIONS FOR CASSIQUE
 (Book K356, page 612),
 (Cassique Phase 7 – The Estuary)

THIS SUPPLEMENTAL DECLARATION (the "**Thirteenth Supplement**") is made as of the 26th day of July, 2019, by KIAWAH DEVELOPMENT PARTNERS, LLC, a South Carolina limited liability company (formerly Kiawah Development Partners, Inc.) (the "**Declarant**").

WITNESSETH:

WHEREAS, Declarant made and executed that certain DECLARATION OF COVENANTS AND RESTRICTIONS FOR CASSIQUE, which instrument is dated October 4, 2000, and recorded in Book K356, page 612, in the office of the Register of Deeds for Charleston County, S.C. (the "ROD Office"), as modified, amended and/or supplemented by (i) First Supplemental Declaration of Covenants and Restrictions for Cassique (Applicable to the Phase 1 Lots) dated October 11, 2000, and recorded in Book Z356, page 161, in the ROD Office; (ii) Second Supplemental Declaration of Covenants and Restrictions For Cassique (Applicable to the Phase IIA Lots), dated October 24, 2001, and recorded in Book W386, page 705, in the ROD Office; (iii) Third Supplemental Declaration of Covenants and Restrictions for Cassique (Applicable to the Phase II Lots) dated May 9, 2005, and recorded in Book K542, page 548, in the ROD Office; (iv) Fourth Supplemental Declaration of Covenants and Restrictions for Cassique (Applicable to the Cassique Garden Cottages) executed by Kiawah Development Partners, Inc. and Cassique Garden Cottages, LLC, dated September 27, 2006, and recorded in Book R600, page 323, in the ROD Office; (v) Fifth Supplemental Declaration of Covenants and Restrictions for Cassique (Applicable to Phases I-C and I-D of the Cassique Garden Cottage Lots) dated September 18, 2008, and recorded in Book 0011, page 262, in the ROD Office; (vi) Sixth Supplemental Declaration of Covenants and Restrictions for Cassique (Applicable to the Phase III Lots) dated October 6, 2010, and recorded in Book 0153, page 026, in the ROD Office; (vii) Seventh Supplemental Declaration of Covenants and Restrictions for Cassique (Book K356, page 612), and Second Amendment To The Declaration Of Covenants And Restrictions, And Provisions And By-Laws For The Cassique Homeowners' Association, Inc. (Book K356, page 664) dated May 15, 2013, and recorded in Book 0331, page 197 in the ROD Office; (viii) Eighth Supplemental Declaration of Covenants and Restrictions for Cassique (Applicable to the Phase IIB Lots) dated May 15, 2013, and recorded in Book 0331, page 198 in the ROD Office; (ix) Ninth Supplemental Declaration of Covenants and Restrictions for Cassique (Applicable to the Phase 5A Lots) dated April 1, 2014, and recorded in Book 0397, page 145 in the ROD Office; (x) Tenth Supplemental Declaration of Covenants and Restrictions for Cassique (Book K356, page 612), and Third Amendment to the Declaration of Covenants and Restrictions, and Provisions and By-Laws for the Cassique Homeowners' Association, Inc. (Book K356, page 664) (Cassique Clubhouse Village) dated May 13, 2015, and recorded in Book 0476, page 116 in the ROD Office; (xi) Eleventh Supplemental Declaration of Covenants and Restrictions for Cassique (Cassique Phase 5B) dated December 15, 2015, and recorded in Book 0524, page 924 in the ROD Office; (xii) Twelfth Supplemental Declaration and Third Amendment to the Declaration of Covenants and Restrictions for Cassique dated May 18, 2018, and recorded in Book 0719, page 908 in the ROD Office; (xiii) First Amendment to Declaration of Covenants and Restrictions for Cassique dated June 25, 2003, and recorded in Book Y454, page 257, in the ROD Office; and (xiv) Second Amendment to Declaration of Covenants and Restrictions for Cassique dated June 7, 2004, and recorded in Book L498, page 341, in the ROD Office, (collectively, the "**Declaration**"); and

WHEREAS, Declarant made and executed that certain DECLARATION OF COVENANTS AND RESTRICTIONS, AND PROVISIONS AND BY-LAWS FOR THE CASSIQUE HOMEOWNERS' ASSOCIATION, INC., which instrument is dated October 4, 2000, and recorded in Book K356, page 664, in the ROD Office, as modified, amended and/or supplemented by (i) First Supplemental Declaration, and Amendment to Covenants and Restrictions, and Provisions and By-Laws for the Cassique Homeowners' Association, Inc. (Applicable to the Cassique Garden Cottages) dated September 27, 2006, and recorded in Book R600, page 331, in the ROD Office; (ii) Amendment to Covenants and Restrictions, and Provisions and By-Laws for the Cassique Homeowners' Association, Inc. dated October 22, 2008, and recorded in Book 0017, page 087 in the ROD Office; (iii) Seventh Supplemental Declaration of Covenants and Restrictions for Cassique (Book K356, page 612) and Second Amendment to the Declaration of Covenants and Restrictions, and Provisions and By-Laws for the Cassique Homeowners' Association, Inc. (Book K356, page 664) dated May 15, 2013, and recorded in Book 0331, page 197; (iv) Tenth Supplemental Declaration of Covenants and Restrictions for Cassique and Third Amendment to the Declaration of Covenants and Restrictions, and Provisions and By-Laws for the Cassique Homeowners' Association, Inc. dated May 13, 2015, and recorded in Book 0476, page 116 in the ROD Office; and (v) Supplemental Declaration to the Declaration of Covenants and Restrictions, and Provisions and By-Laws for The Cassique Homeowners' Association, Inc., dated May 18, 2018, and recorded in Book 0719, page 907 in the ROD Office (collectively, the "**Association Covenants**"); and

WHEREAS, in Article VI, Section 6.02(a) of the Declaration, Declarant reserved the exclusive right to amend or supplement the Declaration to subject the properties in different phases of the Subdivision to certain additional covenants, restrictions and limitations to reflect the differing character, sizes, types of ownership, and uses of the land, if any, as they may relate to the Subdivision as a whole; and

WHEREAS, KDP owns and holds record title to Lots 414, 416, 418, 422, 423, 424, 425, 426, 427, 428, 430, 432, 434, and 436 Estuary Lane, Cassique Phase 7, as more particularly described on **Exhibit A-8** attached hereto and incorporated herein by reference (the "**Estuary Lots**"), and desires to subject the Estuary Lots to the additional covenants, conditions, restrictions and limitations herein contained,

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that Declarant hereby certifies that it has duly approved this Thirteenth Supplement, and further declares as follows:

1. **Definitions.** When used in this Thirteenth Supplement, unless the context shall prohibit or require otherwise, all words set forth herein as "defined terms" shall have the meanings set forth and defined in the Declaration.

2. **Additional Defined Terms.** Article I of the Declaration is amended to include the following additional defined terms:

(i) "**The Estuary**" shall mean and refer to the fourteen (14) Homesites known as Lots 414, 416, 418, 422, 423, 424, 425, 426, 427, 428, 430, 432, 434 and 436 Estuary Lane, more particularly described on **Exhibit A-8** attached hereto and incorporated herein by reference.

(ii) "**Estuary Plat**" shall mean and refer to the plat prepared by Seamon Whiteside & Associates Surveying, LLC entitled "A CONDITIONAL SUBDIVISION PLAT OF CASSIQUE PHASE 7 (THE ESTUARY) TRACT 1-G, TMS 205-00-00-006 PROPERTY OWNED BY KIAWAH DEVELOPMENT PARTNERS, LLC LOCATED ON SEABROOK ISLAND CHARLESTON COUNTY, SOUTH CAROLINA" dated August 14, 2018, last revised on January 30, 2019, and recorded in Plat Book L19, at page 0101-0102 in the ROD Office. The term "Estuary Plat" shall also refer to and include any subsequent plats of The Estuary when approved by the Charleston County Planning Board and recorded in the ROD Office.

3. **Additional Covenants and Restrictions for The Estuary.** Article III of the Declaration is hereby amended to insert the following as a new Section 3.25:

“Section 3.25. Additional Covenants, Conditions, Restrictions, and General Dwelling and Design Specifications for Lots, Homes, and Structures in The Estuary. Lots in The Estuary, situate in Cassique Subdivision, Charleston County, South Carolina and more particularly described in **Exhibit A-8** attached hereto and incorporated herein by reference shall be held, transferred, sold, conveyed, given, donated, leased, occupied, possessed, and used subject to the covenants, restrictions, conditions, easements, assessments, affirmative obligations, charges, liens, and other provisions set forth herein, as the same may be amended from time to time:

3.25 (a) Use. Lots in The Estuary shall be used exclusively for single-family residential purposes.

3.25 (b) Design Guidelines.

(1) Each Lot in The Estuary has been carefully planned and configured, and accordingly no more than one (1) detached single-family dwelling (which may be segmented into two or more sections), shall be erected thereon without the prior, written consent of Declarant, its successors and/or assigns. Appropriate accessory buildings may include garages, guest quarters (including garage apartments), studios/workshops, garden pavilions, greenhouses, gazebos, and pool houses. Other accessory building(s) may be permitted by either Declarant or the ARB in their discretion, provided, however, that the construction of such dwelling and/or accessory building(s) shall not, in the discretion of the ARB, overcrowd the Lot, and provided further that the accessory building(s) may not be constructed or occupied prior to the construction of the main dwelling. Preservation of natural vegetation and trees (along with supplementing existing trees on Homesites, as necessary) shall be important considerations of Declarant and/or the ARB in permitting or rejecting one or more accessory structures.

(2) **Setback Areas/Building Envelope.** Each Homesite will be planned with setbacks to take advantage of ideal building areas depicted on individual site plans. Attached as Exhibit B is an approximate depiction of each Lot in The Estuary, and the projected buildable areas therefor. The actual buildable areas depicted on Exhibit B shall be those applied by the ARB when reviewing proposed plans for the construction of a dwelling and/or improvements in connection with each such Lot.

a) The exact dimensions of such buildable areas will remain on file at the office of the ARB, and in rare circumstances may be revised, altered, and/or varied by the ARB in its sole discretion.

b) By the acceptance and recordation of a deed of conveyance for a Lot in The Estuary, each Lot Owner shall be deemed to covenant and agree to adhere to and abide by such designated buildable areas, as they may be revised, altered, and/or varied by the ARB.

c) In setback areas in which the existing natural vegetation is insufficient or is disturbed during construction, plant material and/or grand trees totaling 24 inches or more caliper may be required by the ARB. Particular emphasis shall be given to integrating native, evergreen trees and other indigenous plant material along pond edges to soften the overall appearance and enhance privacy on both sides of the pond.

(3) **Minimum and Maximum Square Footage Requirements.** Heated square footage minimums and maximums are intended to sensitively match structures with discrete homesite size, shape, topographic, and vegetative nuances. Accordingly, construction of residences or dwellings on the Lots in

The Estuary shall be subject to the following minimum and maximum square footage requirements for Climate Controlled Dwelling Area, which requirements may be varied by the ARB, either in its discretion, or in order to comply with the requirements and guidelines of governmental regulations and ordinances. The precise maximum within such range shall be determined in the sole discretion of the ARB and communicated to Lot Owners at the initial on-site meeting whenever practicable.

a) A minimum of 2,500 square feet of Climate Controlled Dwelling Area shall be required (with a minimum of 2,000 square feet of Climate Controlled Dwelling Area on the main {i.e., first floor} should said residence or dwelling be more than one story in height), and a maximum of 4,500 to 5,000 square feet of Climate Controlled Dwelling Area may be permitted for individual structures dependent on specific lot conditions. Up to 4,500 square feet of Climate Controlled Dwelling Area for the main structure and up to 1,500 square feet of Climate Control Dwelling Area for ancillary structures may be permitted by the ARB for larger Homesites where the ARB finds both that mature tree canopy can either be well preserved and/or supplemented and that the scale of the proposed home is compatible with existing and future development plans, and where Charleston County regulations so allow.

(4) Yard Art. Visible “Yard Art” or any other decorative elements or objects must be approved by the ARB. Yard Art including but not limited to such items as fountains, columns, columnar adornments, sculptures of all types, certain light generating structures, weathervanes, flagpoles, etc. that are placed in yards or on the outside of the dwelling (that are not part of the approved plans), must be located within the privately used area of the property and not visible from the street or neighboring views.

(5) All exterior elements, including, without limitation, doors, windows, colors, textures, materials, finishes, accents, lighting (intensity and/or direction) and landscaping must be approved in advance in writing by Declarant or the ARB. Any alterations to existing exterior elements, including landscaping, also require prior ARB approval.

3.25 (c) Habitat Preservation Zone. Portions of Lots 414, 416, 418, 422, 424, 426, 428, 430, and 432 Estuary Lane in The Estuary lying generally within thirty (30) feet of the DHEC-OCRM Critical Line as depicted on The Estuary Plat (the “**Habitat Preservation Zone**”) shall be subject to the further covenant and restriction:

The Habitat Preservation Zone shall be preserved substantially in its present natural state, and there shall be no removal, destruction, cutting, trimming, mowing or other disturbance or change in the natural habitat in any manner, other than as specifically permitted herein. Limited clearing for view and breeze shall be permitted provided such limited clearing is conducted in strict compliance with the following written guidelines, as the same may be amended from time to time:

(1) Limited clearing or pruning of trees and vegetation cannot occur until the home is completely framed. View clearing and pruning requires prior, onsite approval by the ARB Manager or an ARB representative.

(2) All activities within the Habitat Preservation Zones must be conducted in accordance with the Cassique ARB Standards and Guidelines and the Declaration (as the same may be amended from time to time), and regulations promulgated by Charleston County, the State of South Carolina, and/or the Federal government, inclusive of the Department of Health and Environmental Control - Office of Ocean and Coastal Resource Management.

(3) Appropriate permits must be obtained from the ARB and all other governmental agencies having jurisdiction.

(4) Removal or trimming of vegetation hazardous to person or property, of timber downed or damaged due to natural disaster, and/or removal of dead or dying trees and shrubbery when such trees or shrubbery are determined by a certified arborist to be diseased or a hazard shall be permitted only with the prior, written consent of the ARB.

(5) Areas damaged or destroyed by disease or natural disaster may be restored with the prior, written consent of the ARB; provided, however, that all plant materials shall be indigenous to the area, no exotic species may be introduced, species of grass, shrubs and trees requiring fertilization shall not be permitted, and such restoration is in strict compliance with all provisions and limitations set forth herein.

(6) Only low-impact structures that will blend with the natural environment such as boardwalks, pervious foot paths or nature walks, appropriate drainage and water access structures, and permitted docks and marsh improvements shall be allowed.

3.25 (d) Eagle Nest Buffer Zone. Lots 414, 416, 418, 422, 423, 424, 425, 426, 427, 428, and 436 of The Estuary Lots are subject to specific Site Design and Additional Construction Guidelines (the "Eagle Nest Guidelines") established for the preservation and protection of a Bald Eagle Nest located on Lot 416 Estuary Lane. The Eagle Nest Guidelines are on file at the office of the ARB and may be amended by the ARB from time to time.

4. **Exhibit A-8** attached to this Thirteenth Supplement shall be added to Exhibit A of the Declaration.


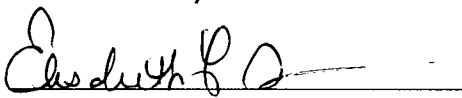
5. **Exhibit B** attached to this Thirteenth Supplement shall be added to Exhibit B of the Declaration.

6. Except as modified or amended by this Thirteenth Supplement, effective as of the date first above written, the Declaration shall remain in full force and effect.

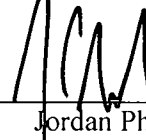
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IN WITNESS WHEREOF, Kiawah Development Partners, LLC, a South Carolina limited liability company, has caused these presents to be executed by its officer thereunto duly authorized, and its seal to be hereunto affixed, this 26th day of July, 2019.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

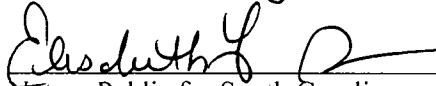
KIAWAH DEVELOPMENT PARTNERS, LLC
a South Carolina limited liability company

By: 
Jordan Phillips

Its: Vice President

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

THE FOREGOING INSTRUMENT was acknowledged before me by Kiawah Development Partners, LLC, a South Carolina limited liability company, by Jordan Phillips, its Vice President, this 26th day of July, 2019.

 (SEAL)
Notary Public for South Carolina
My commission expires: 12-10-2020

ELISABETH F. NIMMONS
Notary Public for South Carolina
My Commission Expires: 12-10-2020

Exhibit A-8

The Estuary Lots

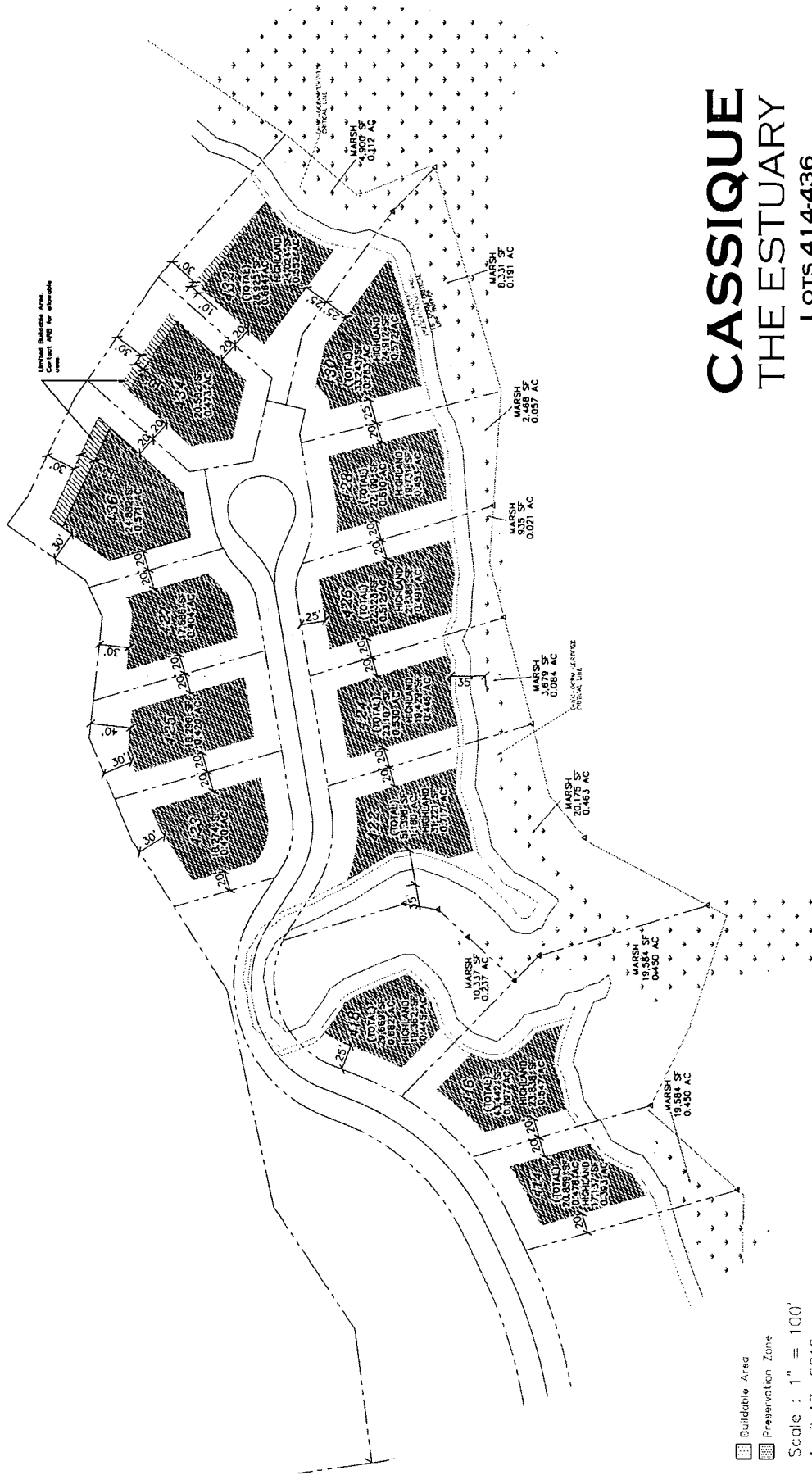
All those certain pieces, parcels, or lots of land situate, lying and being near Seabrook Island, in Charleston County, South Carolina, known as Lots 414, 416, 418, 422, 423, 424, 425, 426, 427, 428, 430, 432, 434, and 436 Estuary Lane, in The Estuary, Cassique Phase 7, and shown on a plat prepared by Seamon Whiteside & Associates Surveying, LLC entitled "A CONDITIONAL SUBDIVISION PLAT OF CASSIQUE PHASE 7 (THE ESTUARY) TRACT 1-G, TMS 205-00-00-006 PROPERTY OWNED BY KIAWAH DEVELOPMENT PARTNERS, LLC LOCATED ON SEABROOK ISLAND CHARLESTON COUNTY, SOUTH CAROLINA" dated August 14, 2018, last revised on January 30, 2019, and recorded in Plat Book L19 at page 0101-0102 in the ROD Office; said parcels having such location, butts and bounds, metes, courses, and distances as will by reference to said plat more fully appear.

Exhibit B

ATTACH BUILDABLES

CASSIQUE THE ESTUARY

LOTS 414-436



RECORDER'S PAGE



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

Filed By:

BUIST BYARS & TAYLOR, LLC
 FRESHFIELDS VILLAGE
 130 GARDNER'S CR PMB 138
 JOHNS ISLAND SC 29455 (BOX)

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