



**DECLARATION
COVENANTS, CONDITIONS AND RESTRICTIONS
ASHLAND PLANTATION**

This Declaration made on the hereinafter date by JOE FORD CONSTRUCTION LIMITED PARTNERSHIP, the owner of the below described property, and hereinafter referred to as "Declarant".

WITNESSETH

WHEREAS, Declarant is developing the Property as a residential community, containing single-family residences and common areas; and

WHEREAS, Declarant desires to provide for the preservation of property values and maintenance of common facilities and to provide a vehicle for administration and enforcement of the Covenants and Restrictions; and

WHEREAS, Declarant has or will have caused to be incorporated under the laws of the State of South Carolina, a non-profit corporation for the purpose of exercising the functions aforesaid which are hereinafter more fully set forth.

NOW, therefore, Declarant hereby declares that all of the property described in Exhibit A, attached hereto, shall be held transferred, sold, conveyed, given, donated, leased, occupied and used subject to the covenants, restrictions, conditions, easements, charges, assessments, affirmative obligations and liens (hereinafter sometimes referred to as the Covenants) hereinafter set forth and said covenants shall run with the Property and be binding on all parties having any right, title or interest in the described Property 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 Ashland Plantation Property Owners Association, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of title to any lot (as defined in Section 3 below) which is a part of the Property including contract purchasers, but excluding those having such interest merely as security for the performance of any obligations.

Section 3. "Lot" shall mean and refer both to any original tract, subdivision or lot of land, as well as any subsequently subdivided portions thereof and includes all lots described in Exhibit A.

Section 4. "Property of Properties" shall mean and refer to that certain real property hereinafter describe in Exhibit A and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 5. "Common Area" shall mean and refer to all real property (including the improvement thereon and personal property) owned by the Association for the common use and enjoyment of the Owners.

Section 6. "Declarant" shall mean and refer to JOE FORD CONSTRUCTION LIMITED PARTNERSHIP, its successors and assigns.

Section 7. "Member" shall mean and refer to the "Declarant" as defined in Section 6 above and "Owner" as defined in Section 2 above.

ARTICLE II

Property Rights in the Common Area

Section 1. Owner's Easements of Enjoyment. Every owner shall have right and easement of enjoyment in and to the Common Areas 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 charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Areas.

(b) the right of the Association to suspend the voting rights and right to use the Common Properties by an Owner for any period during which any assessment against his lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations, it being understood that any suspension for either non-payment of any assessment or a breath of rules and regulations fo the Association shall not constitute a waiver or discharge of the member's obligation to pay the assessment;

(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 members. Such dedication or transfer shall require the vote of two-thirds (2/3) of each class of membership at a regular or special vote has been taken and signed by any two officers of the Association shall be sufficient.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the Association's by-laws, rules and regulations, his rights of enjoyment to the Common Area and Facilities to the members of his family, his tenants, contract purchasers, or guests (provided such guests are accompanied by an Owner, member of his family, tenant or contact purchaser.

ARTICLE III

Membership and Voting Rights

Section 1. Membership. Every Owner of a Lot, by acceptance of a deed therefore, shall become a member of the Ashland Plantation Property Owners Association. The Declarant shall be a member of the Association. Membership in the Association shall be appurtenant to and may not be separated from Ownership of any Lot.

Section 2. Voting Rights. The Association shall have two (2) classes of voting membership.

Class A. The Class A members shall be all Owners, with the exception of Declarant, and shall be entitled to one (1) vote for each Lot owned. When more than one (1) person holds an interest in any Lot, all such persons shall be a member. The vote for such Lot shall be exercised as they determine, but in no event shall more or less than one vote be cast with respect to any Lot.

Class B. The Class B member shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class A membership, plus ten (10) votes, equal the total votes outstanding in the Class B membership, or

(b) on December 31, 1997.

Section 3. Notice and Quorum. Written notice of any regular or special meeting shall be sent by U.S. Mail to all members not less than ten (10) days nor more than forty-five (45) days in advance of the meeting. At any meeting, the presence of Owners owning fifty-one (51%) percent of the vote shall constitute a quorum for the transaction of business, provided, however, that any absent owner who does not execute and return the proxy form sent to him in the required mailing shall be deemed to be present for the purposes of determining the presence of a quorum and a majority of those present or represented by proxy may take any action authorized hereunder or under the by-laws. The vote of the absentee Owners shall be cast with the majority vote of those present in person or by proxy. This rule shall also apply when action on a matter requires more than fifty-one (51%) percent, provided notice of such pending action was included in the Notice of Meeting.

ARTICLE IV

Covenants for Assessments

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties to which all infrastructure has been completed, hereby covenants, and each Owner of any Lot by acceptance of deed therefore, 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 attorneys' fees, shall also be a personal obligation for 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. In the case of co-ownership of a Lot, all

such co-owners shall be jointly and severally liable for the entire amount of the indebtedness. Nothing stated herein shall relieve the Lot from the lien of such paid indebtedness.

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 Ashland Plantation and for the improvements, maintenance and operation of the Common Area and to provide such service which the Association may be authorized to provide.

Section 3. Maximum Annual Assessment. Until January 1, of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be One Hundred Eighty and No/100 (\$180.00) dollars per Lot.

(a) From and after January 1, of such year, the maximum annual assessment may be increased each year not more than ten (10%) percent above the maximum assessment for the previous year without a vote of the membership. To increase the Annual Assessment above ten (10%) percent in any year requires the vote of two-thirds (2/3) of each class of membership.

(b) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment which shall have the assent of two-thirds (2/3) of the votes of each class of membership, given at a regular or special meeting or a Mail vote.

Section 5. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly, quarterly, or annual basis.

Section 6. Date of Commencement of Annual Assessments and Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The First annual assessment shall be adjusted recording 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. 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 request of a mortgage lender or an prospective purchaser or either's attorney, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot has been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association of the person or entity so given as of the date of its issuance.

Section 7. Effect of Nonpayment of Assessment. 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 twelve percent (12%) per annum or the "Prime Rate" of the South Carolina National Bank of South Carolina plus four (4%) percent, whichever is greater. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property or both. 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.

Section 8. 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 9. Street Light Assessment is an Addition to the Annual Assessment. Each Owner will be assessed a proportional monthly charge for street lighting service, as prescribed by the South Carolina Public Service Commission.

ARTICLE V

Architectural Control

Section 1. NO building, fence, wall, improvement or other structure, road, drive, path or landscaping shall be commenced on any Lot, nor shall exterior addition, improvement, alteration, repairs, or change in grade be commenced, until the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to and approved in writing by the Architectural Committee. In approving or disapproving such plans and specifications the reviewing entity shall consider the harmony of external design and location in relation to surrounding structures and topography. The said entity is expected to subjective in exercising its authorities hereunder so as to maintain the aesthetic value of the property and therefore will not be required to explain its approval or disapproval of such plans. Failure to approve or disapprove such change or design and location within thirty (30) days after said plans and specifications have been submitted, shall result in automatic approval and the requirements of this Article will be deemed to have been fully complied with. The foregoing shall not apply to Declarant until the Declarant has completed development and construction of the Property.

Section 2. No member of the Board of Architectural Committee shall be held personally liable for exercising or failing to exercise the authorities set forth in this article.

Section 3. For the first three full yeas after the recording of the Covenants or until the Declarant no longer owns any Lots in Ashland Plantation, whichever occurs sooner, the Architectural Committee shall consist of three members, two of which shall be selected by the Declarant and one of which shall be selected by the Board.

ARTICLE VI

Easements and Obligations

Section 1. Utility. There shall be appurtenant to each Lot, a non-exclusive easement for the use of all pipes, wires, cables, conduits and utility lines serving the improvements thereon and situated upon any other Lot. Each Lot shall be subject to an easement in favor of other Lots for use of all pipes, wires, cables, conduits, utility lines and situated on or across such Lot and serving other Lots. Easements for utilities and drainage are hereby reserved on, over and under a ten (10') foot strip of land along each front and back lot line and a five (5') foot strip of land along each side lot line.

Section 2. Declarant. Declarant reserves for itself, its successors and assigns, the power to grant easements for drainage, poles, wires, cables, conduits, sewers, water mains and other suitable equipment for the conveyance and use of electricity, telephone equipment, antenna television, gas, sewer, water, TV cables or other public conveniences or utilities on, in or over the properties as may be reasonably required. No structure, planting or other material shall be placed or permitted to remain which may

damage or interfere with any of the foregoing easements. The location of any such easements may be modified or amended or relocated, terminated or altered by the Declarant until such time as the Declarant has divested itself of all Lots located in the Properties for purposes of Development. Declarant shall have the right of access over, under or across any of the properties, including the right to cut any trees, bushes or shrubbery or make any gradings of the soil or take any other similar action reasonably necessary to facilitate development of the property, and these rights shall continue until such time as the development and/or construction of all the Property has been completed.

ARTICLE VII

Use, Restrictions and Affirmative Obligations

Section 1. Land use. No Lot shall be used except for residential purposes; provided, however, until such time as Declarant no longer owns any Lot, Declarant may use one or more Lots for “sales models” and/or “sales office”.

Section 2. Size Restrictions. No building shall be more than three (3) stores in height. The enclosed dwelling area of residence shall be defined as the heated and cooled area excluding garages, carports, breezeways, terraces, decks and porches. The minimum square footage of enclosed dwelling area for residences on each Lot is as follows:

Block	Lot Numbers	Single Story	1 ½, 2, and 3 Story
A	1 – 10	1600	1700
D	1 – 14	1600	1700
D	15 – 16	1750	1850
E	1 – 4	1600	1700
E	5 – 9	1700	1800
C	1 – 3, 22 – 24	1600	1700
C	4 – 21	1750	1850
A	11- 13	1750	1850
A	14 – 38	2000	2200
B	1	1750	1850
B	1 – 13	2000	2200
B	14 – 17, 19	2500	2500

Section 3. Nuisances. No noxious or offensive activities shall be carried on upon any Lot, nor shall anything be done thereon to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood. There shall not be maintained any plants or animals or device or thing of any sort whose normal activity or existence is in any way noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of any lot of the neighborhood by the Owners thereof. There shall be no discharging of firearms of any type.

Section 4. Animals. No animals, livestock or poultry of any kind shall be raised, bred or maintained on any Lot except household or yard pets. No Owner shall allow to remain in residence on his Lot more than three dog or cat type pets.

Section 5. Signs. No signs or posters or advertisements of any kind shall be displayed on any Lot except one (1) sign of professional appearance and construction that shall not exceed 20" x 30" in size advertising the property for sale or rent and excepting appropriate signs of Declarant during the period development and construction.

Section 6. Debris. No debris, junk, wrecked or inoperable vehicles or similar unsightly items shall be allowed to remain on any Lot. Garage cans, equipment, woodpiles, storage piles, etc. shall be walled to conceal them from view of neighboring Lots or streets except for temporary deposit for pickup by Governmental or similar trash removal agencies.

Section 7. Temporary Structure. No structure of a temporary nature, including trailers, shall be erected or allowed on any Lot provided this shall not be construed to prevent the Declarant from using a shed or other temporary structures during construction.

Section 8. Vehicles. No trailers, campers, mobile homes, school busses or six-wheel vehicles or commercial vehicles shall be permitted to be kept on the Properties for a period in excess of forty-eight (48) hours without the expressed written consent of the Association's Board of Directors. No vehicle of any kind which is inoperable for a period in excess of twenty-four (24) hours shall be permitted on the Properties. The Association is hereby empowered to remove, at an Owner's expense any inoperable vehicle which remains on the Properties after five days written notification to the Owner. Boats may be kept on the Properties so long as they are stored in an area completely screened from view and in the rear of the Lot.

Section 9. Trees. No trees larger than six inches in diameter when measured at a point one foot above ground level may be removed without written approval of the Board of Directors of the Association or the Architectural Committee. However, such trees may be removed in the event it is dead, diseased or destroyed and presents an immediate danger to any dwelling located on a Lot.

Section 10. Each and every Owner shall maintain and repair his property in a neat and attractive manner, and no Owner shall allow his property to jeopardize or adversely affect the overall appearance, safety, and soundness of the entire Properties.

Section 11. All electrical service, telephone and cable television lines shall be placed underground. No exposed or exterior radio or television transmission or receiving antennas or satellite dish shall be erected, placed, or maintained on any part of the premises without prior permission and at the sole discretion of the Architectural Committee and unless placed in the rear of the Lot and enclosed within a fenced area or otherwise completely screened from view.

Section 12. The Architectural Committee shall determine the location, color, size, design, lettering, and all other particulars on all mail or paper delivery boxes, and standards and brackets and name signs for such boxes in order that the area may be strictly uniform in appearance with respect thereto.

Section 13. No clothesline or drying yard shall be located upon the premises unless same is completely screened from view.

Section 14. No individual water supply system shall be permitted upon the premises with the exception of a shallow well to be used for irrigation purposes only, which shallow well shall be approved in writing in all aspects, including the pump and the covering or screening thereof, by the Association prior to installation.

Section 15. The Declarant, The Architectural Committee nor the Board of Directors shall be held liable or responsible for any violation of these restrictions by persons other than themselves.

Section 16. The exterior of all buildings and other structures must be completed within one year after the construction of same shall have commenced except where such completion is impossible or would result in great hardship to the Owner or builder due to strikes, fires, national emergency or natural calamities. No structure may be temporarily or permanently occupied until the exterior thereof has been completed.

Section 17. No structure previously erected on another site shall be permitted to be moved onto a lot covered by these restrictions, it being the intent that all construction will be new construction compatible with other dwellings in the neighborhood.

Section 18. No fence shall be erected on any of the Lots herein referred to across the front street lien, nor on either of the side lines of said Lots streetward of the front corner of the main building. No fence shall be erected on any part of the said Lots which exceeds eight feet in height. No hedge, shrubbery or vegetation of any kind shall be grown or placed in the form of a fence on any of the Lots which would violate the fence provision of this Section.

Section 19. No grass, weeds, underbrush or other similar vegetation shall be allowed to grow or permitted on any improved or unimproved Lot which is more than six inches higher than the ground level of the said Lot, the Association is hereby empowered to enter onto said Lot to remedy such default and the owner of said Lot shall pay to the Association the costs of such remedying. This Section does not apply to any "Buffer Area" located on some of the Lots as any activity on such "Buffer Area" is under the control of the City of Charleston.

Section 20. This Article does not apply to the Common Area.

ARTICLE VIII

Notice of Submerged Lands

Each Owner is hereby put on notice that all activities on or over and all uses on submerged land or other critical areas are subject to the jurisdiction of the Coastal Council, including, but not limited to, the requirement that any activity or use must be authorized by the South Carolina Coastal Council. Any Owner is liable to the extent of his ownership for any damages to, any inappropriate or unpermitted uses of, and any duties or responsibilities concerning any submerged land, coastal waters, or any other critical area.

ARTICLE IX

General Provisions

Section 1. Enforcement. The Association, 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 on a hereafter imposed by the provisions of his Declaration. Failure by the Association, the Declarant, 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 way 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 years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten years. This Declaration may be amended by a instrument signed by not less than fifty one percent of the voting members of each class. Any amendment must be recorded. Declarant reserves unto itself and its successors and assigns (including successors by virtue of foreclosure sale of the Property) the right to amend this Declaration at any time within five years of the date on the recordation hereof, without consent of the other Owners, as may be required to correct errors or comply with requirements of a lender, a title company, the departments of VA or HUD, Fanny Mae or Freddie Mac.

Section 4. Annexation. Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds of each class of members.

IN WITNESS WHEREOF, JOE FORD CONSTRUCTION, A LIMITED PARTNERSHIP, has caused these presents to be executed in its name by its General Partner under seal this 7th day of August, 1987.

Witness:

JOE FORD CONSTRUCTION, A
LIMITED PARTNERSHIP
by: _____ (LS)
it's General Partner

STATE OF SOUTH CAROLINA >
>
COUNTY OF CHARLESTON >

PROBATE

Personally appeared before me the undersigned witness and made oath that (s)he saw JOE FORD CONSTRUCTION, a Limited Partnership, by its General Partner, sign, seal and by its act and deed, deliver the within written instrument, and that (s)he with the other witness, witnessed the execution thereof.

SWORN TO BEFORE ME this
7th day of August, 1997 _____ (LS)

(LS)
Notary Public of South Carolina
My Commission Expires: 1/15/91