

STATE OF SOUTH CAROLINA)	DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS APPLICABLE TO QUEEN'S ROW SUBDIVISION
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COUNTY OF CHARLESTON)	

WHEREAS, Mul-Con, Inc., hereinafter referred to as the DEVELOPER, is the owner of certain lands located in Mt. Pleasant, Charleston County, South Carolina, and is creating therein a neighborhood of residential homes known as Queen's Row Subdivision; and

WHEREAS, the Developer wishes to declare certain easements, restrictions, covenants and conditions for the purpose of protecting the value and desirability of certain lands known as Queen's Row.

NOW, THEREFORE, the Developer, in consideration of the premises and other good and valuable consideration, does hereby declare that these covenants contained herein shall be covenants running with the land and shall apply to that real property described herein, and said property shall be held, transferred, sold, conveyed, given, donated, leased, occupied and used subject, to the covenants, restrictions, conditions and easements hereinafter referred to as the covenants, as set forth herein.

1. PROPERTY SUBJECT TO THESE COVENANTS

The real property, known as Lots 1-30 Queen's Row Subdivision, located in Mt. Pleasant, Charleston, South Carolina as shown on a certain plat entitled: "Final Plat for Queen's Row, Lots 1-30 and Outparcel 1 Being a Resubdivision of Parcel A-2, Queensborough, Located in the Town of Mt. Pleasant, Charleston County, South Carolina" by Hoffman Lester Associates, Inc., dated March 11, 1996, and recorded in the RMC Office for Charleston County in Plat Book EB, Page 128 shall be held, transferred, sold, conveyed, leased, and occupied subject to the within covenants.

2. QUEEN'S ROW HOME OWNERS ASSOCIATION, INC.

The Developer has caused to be incorporated under the laws of the State of South Carolina, a non-profit corporation, Queen's Row Home Owners Association, Inc. (hereinafter referred to as the Association) for the purpose of providing a vehicle for the orderly development and preservation of values of Queen's Row. The Developer, for each lot owned by it within Queen's Row Subdivision, hereby covenants and each owner of any lot shall, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed or other conveyance, be deemed to covenant and agree to all terms, conditions and provisions of the declaration of covenants, conditions, restrictions, charges and liens for Queen's Row Home Owners Association, Inc. as set forth in the RMC Office for

Charleston County. (Also see Paragraph 35.) The initial purchaser of a completed dwelling in Queen's Row Subdivision shall pay to the Home Owner's Association a non-refundable capital contribution fee of \$150.00. Said fee shall be used by the Association in such manner as the Board sees fit, including but not limited to the payment of expenses or establishing capital reserves.

3. DEFINITIONS

"LOT" shall mean any residential building lot as shown on the plat of Queen's Row Subdivision and shall include any dwelling thereon when the context requires such construction.

"OWNER" shall mean and refer to the record owner, whether one or more persons, firms, associations, corporations, partnerships or other legal entities of the fee simple title to any lot, but not withstanding any applicable theory of a mortgage, shall not mean or refer to the Mortgagee unless or until such Mortgage has acquired title pursuant to foreclosure proceedings or any proceedings in lieu of foreclosure, nor shall the terms "Owner" mean or refer to any Lessee or Tenant of an Owner.

4. RESIDENTIAL USE OF PROPERTY

All lots shall be used for residential purposes only, and no structure shall be erected, placed, altered or permitted to remain on any lot other than one single family dwelling, and any accessory structures customarily incident to the residential use of such lots, saving and excepting any such lot acquired by the developer or Home Owners Association and which may be developed for a specific purpose.

The Town of Mt. Pleasant's minimum setback lines shall apply. The Architectural Review Board shall be and shall remain as a standing arm or committee of the Queen's Row Home Owners Association, Inc. NO BUILDING OR OTHER STRUCTURE, OF ANY TYPE, SHALL BE LOCATED ON ANY RESIDENTIAL BUILDING LOT WITHOUT THE PRIOR WRITTEN APPROVAL OF THE ARCHITECTURAL REVIEW BOARD OF THE QUEEN'S ROW HOME OWNER'S ASSOCIATION, INC.

5. SWIMMING POOLS, WALLS AND FENCES

Swimming pools shall not be located nearer than ten feet to any lot line (and must be located in their entirety to the rear of the main dwelling) and shall not project with their coping more than two feet above the established grade of the lot. Boundary hedges may not be grown from the street right-of-way to the rear corner of the house constructed on a lot. ALL FENCES MUST BE APPROVED, IN WRITING, BY THE ARCHITECTURAL REVIEW BOARD AS TO MATERIALS, SIZE AND LOCATION PRIOR TO CONSTRUCTION. No fence shall be constructed between the front lot line and four (4') from the rear corner of the house constructed on each lot.

6. SUBDIVISION OF LOTS

No portion of any lot shall be sold or conveyed except in the case of a vacant lot, the same may be divided in any manner between the owners of the lots abutting each side of the same must however, such subdivision shall be approved in writing by Developer. Also, two contiguous lots, when owned by the same party, may be combined to form a single building lot, however such combination must be approved in writing by Developer. Nothing herein shall be construed to allow any portion of any lot so sold or conveyed to be used as a separate building lot if subdivided. No lot shall be split, divided, or subdivided for sale, re-sale, gifts, transfer, or otherwise without the prior written consent of the Architectural Review board except as provided in this section.

7. ENCLOSED DWELLING AREA REQUIREMENTS

No residence or dwelling shall be erected on any of the lots unless said residence or dwelling be constructed with a minimum of fifteen hundred (1500) square feet of total heated and cooled enclosed dwelling area. Window heating or air-conditioning units are not permitted and will not be allowed to remain on any dwelling. The term "enclosed dwelling area" as used in these minimum size requirements does not include garages, terraces, decks, porches, patios, and the like. No resident motor vehicle shall be parked or located in or on any street in the subdivision.

8. ARCHITECTURAL CONTROL

NO CONSTRUCTION, RECONSTRUCTION, REMODELING, ALTERATION, OR ADDITION TO THE EXTERIOR OF ANY STRUCTURES, BUILDING, FENCE, WALL, DRIVE, OR IMPROVEMENTS OF ANY NATURE SHALL BE COMMENCED WITHOUT FIRST OBTAINING THE WRITTEN APPROVAL OF THE ARCHITECTURAL REVIEW BOARD (HEREINAFTER REFERRED TO AS "ARB") OF THE ASSOCIATION AS TO THE LOCATION, PLANS AND SPECIFICATIONS. As a prerequisite to consideration for approval, and prior to the beginning of the contemplated work, a complete set of the building plans and specifications must be submitted to the ARB and the ARB shall be the sole arbiter of such plans and may withhold approval for any reason, including purely aesthetic consideration. Upon given approval, construction shall be started and prosecuted to completion, promptly, and in strict conformity with such plans. The ARB, the Developer, or Owners, shall be entitled to stop construction in violation of these covenants in accordance with one or more of the clauses below. The ARB shall consist of up to three (3), but not less than two (2), persons. Members of the ARB may but are not required, to include architects or other professions who are not members of the Association. The Developer shall have the right to appoint the members of the ARB so long as the Developer owns at least one (1) lot in the subdivision. At such time as the Developer conveys the last lot, it shall assign its rights hereunder to the Board of Directors of the Home Owners Association.

9. COMPLETION OF CONSTRUCTION

All homes and other structures must be completed within six months after the date of the construction of same shall have commenced unless otherwise extended, in writing, by the ARB where such completion is impossible or would result in great hardship to the Owner or builder due to strikes, fires, national emergency or natural calamity. This does not preclude a builder of speculative homes from leaving floors, walls, or countertops unfinished until sold.

**10. OBSTRUCTION TO VIEW AT INTERSECTION
AND DELIVERY RECEPTACLES**

The lower branches of trees or other vegetation in sight line approaches to any street intersections shall not be permitted to obstruct the view of same. It shall be required that all mailboxes, mailbox posts, etc. be of uniform shape, size, height, color and design. [Case by case exceptions may be permitted by the ARB only after submission of a detailed rendering or photograph of such proposed deviation.]

11. USE OF OUTBUILDINGS AND SIMILAR STRUCTURES

No structure of a temporary nature shall be erected or allowed to remain on any lot, and no trailer, shack, tent, garage, barn or other structure of a similar nature shall be used, either temporarily or permanently as a residence, provided that this paragraph shall not be construed to prevent the use of sheds or other temporary structures during construction as may be approved by the ARB.

12. SIGN BOARDS

No sign boards shall be displayed except "For Sale" or "For Rent" which signs shall not exceed 2 X 3 feet in size. No more than one such sign shall be displayed on any one lot at the same time. No sign or any part thereof shall be placed at a height of more than three feet above the established grade.

13. ANTENNA

No radio or television transmission towers or antenna shall be erected or permitted to remain within the restricted property. There shall not be located on any lot any type of free standing antenna. Satellite or other type dish antennas shall be allowed on a lot with approval by the ARB, in writing, provided it is not visible from the front or side street; the ARB may require screening prior to approval.

14. MINING

No lot or portion thereof shall be used for any mining, boring, quarrying, drilling, removal of or any other exploitation of subsurface natural resources, with the sole exception of subsurface water. This clause does not limit mining by the developer to create lake area as a part of development.

15. AIR AND WATER POLLUTION

No use of any lot (other than normal use of residential fireplaces and residential chimneys) shall be permitted which emits pollutants into the atmosphere, or discharges liquid or solid wastes or other harmful matter into any waterway in excess of environmental standards applicable thereto, to be established by the ARB, which standards shall at a minimum meet requirements of federal and state law and any regulations thereunder applicable to the property. No waste or any substance or materials of any kind shall be discharged into the lake or marshes adjacent to Queen's Row Subdivision. No person shall dump any garbage, trash or other refuse into any of the waterways on or immediately adjacent to the property.

16. DISPOSITION OF TRASH AND OTHER DEBRIS

Trash, garbage or other waste shall be kept only in sanitary, covered containers. No Owner shall permit or cause any trash or refuse to be kept on any portion of a lot. Such closed, sanitary trash containers shall always be stored in such a manner that they cannot be seen from adjacent or surrounding property. No lumber, metals, building materials, refuse or trash shall be kept, stored or allowed to accumulate on any lot, except building materials during the course of construction for a period not to exceed six months, commencing from the first day of delivery of such materials for any approved structure, unless such materials are screened from view in a manner approved by the ARB. During the course of construction, sites are to be kept free of unsightly accumulation of rubbish and scrap materials which shall not be allowed to blow in the wind. Trailers, shacks and the like are to be kept in a neat and orderly manner. No burning of any trash, leaves, grass, wood or other debris or litter shall be permitted on any lot. All trees taken down will be removed within one week, except hard wood cut for firewood.

17. AESTHETICS, NATURAL GROWTH, FENCES, SCREENING, UNDERGROUND UTILITIES SERVICE

Garbage cans, equipment, wood storage piles, etc. shall be walled in or otherwise screened to conceal them from the view of neighboring lots or streets. All residential utility service and

lines to residences shall be underground. All fuel tanks must be buried or walled from view. Air conditioning units must be shielded from street view by planting.

18. ANIMALS

No animals, reptiles, worms, rodents, birds, fish, livestock or poultry shall be raised, bred or maintained on any lot, with the exception that domestic dogs, cats, fish and birds inside bird cages, may be kept as household pets within any structure upon a lot, provided that they are not kept, bred or raised therein for commercial purposes or in unreasonable quantities. As used in these covenants, "unreasonable quantities" shall be deemed to limit the total number of all dogs and cats to two (2) per lot. Each person bringing or keeping a pet upon any lands described on the plat of Queen's Row Subdivision shall be absolutely liable to each and all other Owners, their family members, invitees, lessees, renters and contract purchasers, and their respective family members, guests or invitees for any damage to persons or property caused by such pet. All pets must be secured by a leash or lead at any time they are permitted off the owner's premises. Any dog owner shall be required to use a "pooper scooper" to clean up after his animal if said animal is defecating off the owner's property. Any property owner seeing a loose dog will be expected to call the City Dog Catcher to effect removal of same.

19. PROHIBITION OF COMMERCIAL USE OR NUISANCE

No trade or business of any kind or character nor the practice of any profession open to the public, nor any building or structures designed or intended for any purpose connected with any trade, business or profession, nor any building or structures designed or intended for any purpose connected with any trade, business or profession shall be permitted upon any lot. The Homeowners Association acting by and through its Board of Directors may grant relief from this prohibition as it sees fit.

20. MINOR AGRICULTURAL PURSUITS

Minor agricultural pursuits incidental to residential use shall be permitted provided such pursuits may not include the raising of crops intended for marketing or sale to others. Additionally, no garden for sole consumption, may exceed one hundred (100) square feet in size, and no garden or portion thereof shall be planted or allowed to remain in front of the rear corners of any house on any lot or be visible from the street.

21. CHANGING ELEVATIONS AND WELLS

No elevation changes shall be permitted which materially affects the surface grade of surrounding lots. No individual water

supply system shall be permitted except for irrigation, swimming pools or other non-domestic use.

22. EASEMENTS

a. In addition to those easements shown on the said plat, and not as any limitation thereof, an easement on each lot is hereby reserved by the Developer for itself and its agents, designees, successors and assigns, along, over, under and upon a strip of land four (4') feet in width, parallel and continuous with each side lot line and along the back lot line of each lot. The purpose of these easements shall be to provide, install, maintain, construct and operate drainage facilities, now or in the future, and utility service lines to, from or for each lot. Within these easements, no structures, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities, or which may change the direction or flow of drainage channels in such easements. The easement area of such lot and all improvements in it shall be maintained continuously by the Owner, except for those improvements which a public authority or utility company is responsible. For the purpose of this covenant, the Developer reserves the right to modify or extinguish the easement, herein reserved, along any lot lines when in its sole discretion, adequate reserved easements are otherwise available for the installation of drainage facilities or utility service lines. For the duration of these restrictions, no such utilities shall be permitted to occupy or otherwise encroach upon any of the easement areas reserved, without first obtaining the prior written consent of the Developer, provided, however, local service from utilities within easement areas to residences constructed upon any lots may be established without first obtaining separate consents therefore from the Developer.

b. As shown on the plat described in Paragraph 1, hereof, each lot in Queen's Row Subdivision is subject to a 25 foot easement for a natural undisturbed buffer area parallel to Mathis Ferry Road and a 25 foot easement for water, sanitary sewer and private drive/sidewalk purposes parallel to and continuous with the buffer area easement. There is hereby reserved unto the Queen's Row Home Owners Association, Inc., its successors and assigns, a permanent easement for entry on to the buffer area on each lot for the purpose of maintaining the landscaping within said buffer area. No owner shall perform any activity within said buffer area on a lot which would conflict with or be in violation of the ordinances of the Town of Mt. Pleasant.

The Developer reserves the right to place utility lines within the 25 foot easement for water, sanitary sewer and private drive purposes. There is further reserved to the Developer, any Owner, their agents or invitees, the Town of Mt. Pleasant and any other governmental entity providing services to the subdivision permanent easement for ingress and egress over and across the private road

constructed within said 25 foot easement for water, sanitary sewer and private drive purposes as shown on said plat. Maintenance of the private drive and storm drainage shall be the responsibility of the Queen's Row Home Owners Association, Inc. Developer further has the right to convey to the proper governmental authorities any water or sewer lines located within said easement area.

c. There is hereby reserved on each lot a four (4') foot planting easement between western wall of the home on each lot and the eastern property line of the adjoining lot running the length of the home. Said planting easement shall run with the land in favor of the owner of the lot to the east of each lot. The easement may be used by the owner of the eastern lot only for planting and maintenance of shrubbery, flowers and other plants and shall be used in a manner which neither interferes with the structural integrity of the home nor obstructs or diverts any drainage flow. Attention is hereby called to the fact that the within planting easement contains utility lines pursuant to the easement reserved in paragraph 22(a). Any homeowner utilizing the privileges of the within planting easement should use caution to avoid disturbing such utility lines which may cause injury and/or interruption of service.

d. There is hereby reserved in favor of the Association an easement over and across the front yard of each lot for landscape maintenance purposes. This easement shall run from the front corner of the house on each lot to the sidewalk. Landscape maintenance performed by the Association shall be accomplished within the hours of 8:00 A.M. to 5:00 P.M.

23. LAWN AND OTHER MAINTENANCE REQUIRED BY OWNER

Each Owner shall keep all lots owned by him, and all improvements therein or thereon, in good order and repair, including but not by way of limitations, the seeding, watering and mowing of all lawns and ground, the pruning and cutting of all trees and shrubbery and the painting (or other appropriate external care) of all buildings and other improvements, all in a manner and with such frequency as is consistent with safety and good property management. Additionally, no lawns, grass, weeds or underbrush shall be allowed to grow to a height exceeding six (6") inches on any lot at any time. Lots shall specifically include all easements on each lot.

24. USE OF SAMPLE HOUSES

The Developer or other speculative builder, during such time as it shall continue to be the Owner of any lot shown upon the plat of Queen's Row, may use its lot or lots for the purpose of building thereon a sample house or sample houses and/or sales information centers, which may be exhibited to the public and to which the Developer or other speculative builder shall be entitled to invite

the public to inspect the said sample house or houses. The Developer or other speculative builder may disseminate sales information to the public in Queen's Row. Such activities shall not be construed as a violation of the residential provisions of these covenants.

25. OUTSIDE DRYING

No clothing or other household fabrics shall be hung in the open on any lot unless the same be hung from an umbrella or retractable clothes hanging device which is removed from view when not in use and the same shall never be permitted to remain in use overnight.

26. LANDSCAPE RESTRICTIONS

No tree having a diameter of six (6") inches or more (measured from a point two feet above the ground level) shall be removed from any lot without the express written authorization of the ARB. The ARB shall further have the authority to require any Owner removing a tree in violation of this clause to replace such tree with one of comparable size and of the same variety at his cost. This does not preclude the Owner from removing any tree within five feet of dwelling.

27. PROHIBITION AGAINST OFFENSIVE CONDUCT OR NUISANCE

No noxious or offensive activity shall be carried upon any lot or other property, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood or other Owners. There shall not be maintained any plants or animals, or any device or thing of any sort whose normal activities or existence will in any way diminish or destroy the enjoyment of other property in the neighborhood by the Owners thereof. No nuisance shall be permitted or maintained upon any portion of the property. Regularly barking dogs shall be construed as a nuisance per se. Two instances during any seven day period shall be construed as a nuisance; further, continuous barking for five or more minutes shall be considered an "instance".

28. PARKING RESTRICTION, USE OF GARAGES

No resident motor vehicle shall be parked or left on any street overnight or on any property shown on the plat of Queen's Row other than on a driveway. Garage doors shall remain closed at all times except when entering or exiting.

29. MOBILE HOME AND TRAILER PARKING

No trailer, trailer house, recreational vehicle, mobile home, motor home, or habitable motor vehicle of any kind, boat or boat trailer, school bus, truck (other than vans or pickups of three-

quarter ton capacity or less) or any type of commercial vehicle shall be brought upon or parked, whether on any street, or on any lot (enclosed garages excepted) or on any property within Queen's Row Subdivision unless such area has been specifically designated for such purpose by Queen's Row Home Owner Association. This shall not be construed to mean that Queen's Row Home Owners Association shall be obligated to supply such storage or parking areas. This clause shall not be construed to prohibit a mere temporary standing or parking of a trailer, boat or a trailer house, recreational vehicle or motor home for short periods of time preparatory to taking same to some other location for use or storage. No such vehicle shall be openly stored in any area other than that designated by the Association for the purpose of storage. Nothing contained herein shall be construed to prohibit the use of a portable or temporary building or trailer as a field office by a contractor during construction in Queen's Row Subdivision.

30. LAKE AREA

The lake area adjoining the subdivision to the south is not the property of the Developer and is the subject of a private drainage easement between the Developer and the adjoining property owner which provides drainage to Queen's Row Subdivision and the adjoining property. Any portion of the lots in Queen's Row covered by the waters of the lake area is subject to said private drainage easement. Owners of lots in Queen's Row are not authorized to make any use of the lake area and Developer assumes no responsibility for injury or damages resulting from the unauthorized use of said lake by anyone. The obstruction of any flow ways and outfall pipes, the dumping of grass clippings or any foreign substance into the lake or the taking of water from the lake by pump or otherwise is strictly prohibited. No Owner shall in any way deny or prevent ingress and egress by Developer or adjoining property Owner to the drainage easement areas as shown on the subdivision plat for maintenance purposes. The Association shall have the responsibility for the operation and maintenance of the aerators located in the lake and the cost of such operation and maintenance shall be included in the budget of the Association.

31. MOTORCYCLES, DIRT BIKES, TERRAIN VEHICLES, MOPEDS, BICYCLES AND GOLF CARTS

No all terrain vehicles, regardless of whether or not the same shall have three, four, six or more wheels or "dirt bikes" shall operate on any of the lots, common areas or streets within Queen's Row Subdivision, Mopeds, as defined by the State of South Carolina, bicycles, motorized bicycles and scooters shall be allowed. Electric or gasoline golf carts may be used within the subdivision. Gasoline powered go-carts and skateboards are prohibited. No motorcycle may operate within the subdivision unless the same be fully street licensed including, but not limited to, muffler, brakes, lights, license plates, insurance, registration and/or

other requirements of the State of South Carolina. Complaints by two or more lot owners, as to engine noise of any motorcycles will also require a review and opinion from the Queen's Row Home Owners Association, Inc. as to the ability of such motorcycle to further operate within the subdivision.

32. DOCUMENTS

All papers and instruments required to be filed with or submitted to the Developer, the Association or ARB, shall be sent by certified mail to The Developer at PO Box 60730, North Charleston, SC 29419-0730 or such other address as the Developer or the Association may hereinafter specify.

33. BASKETBALL GOALS, VOLLEYBALL NETS, ETC.

No basketball goals, volleyball nets, badminton nets, or similar additions may be permanently installed between the front street line and the front building line of any lot; further, no such net, goal or other assembly should be allowed to remain overnight.

34. VIOLATION

If any person, firm or corporation violate or attempt to violate any provision of these covenants, it shall be lawful for any person, firm or corporation owning any of the lots or having any interest therein, to prosecute and proceeding at law or in equity against the person, form or corporation violating or attempting to violate the same and either to prevent it or them from so doing or to recover damages or other dues for such violation. The party enforcing the covenants shall be entitled to recover attorney fees, court costs and out of pocket expenses if he prevails. Also, in addition to the rights and remedies hereinabove enumerated, and not by way of limitations, if the Association Board determines that any provision of these covenants has been violated, the Association Board, may, at its discretion, seek appropriate relief at law or in equity to assure that the purposes of these covenants are fulfilled.

The Developer or Queen's Row Home Owners Association, Inc. shall give fifteen (15) days written notice to the Owner of any lot involved, setting forth the specific violation or breach of these covenants and the action required to be taken by the Owner to remedy such violation or breach, and if at the end of such time reasonable steps to accomplish such action have not taken by the Owner, then the Developer or Queen's Row Home Owners Association, Inc. can enforce these covenants by entering upon a lot to abate or remove any violation, and such entry shall not be deemed a trespass. Failure to enforce any one or more of these covenants shall in no way effect the validity or enforceability of the other covenants, which shall remain in full force and effect.

35. COMPULSORY MEMBERSHIP IN ASSOCIATION

Every lot owner is required to remain a member of the Queen's Row Home Owners Association, Inc. (See Paragraph 2). Said Association shall be an eleemosynary corporation chartered with the Secretary of State of South Carolina whose function shall be the collection of compulsory annual assessments, the same for each lot, as a vehicle to assure that Queen's Row Subdivision shall be maintained in an attractive, sightly condition and to provide for such other benefits as defined by the Bylaws of the Association. No assessment shall be due for any lot until the same is conveyed to an individual purchaser.

The Bylaws of the Association shall be provided to each lot owner upon request. The Association shall be governed by its Bylaws which may be changed from time to time. In the event of conflict between the Bylaws of the Association and these Covenants and Restrictions, these Covenants and Restrictions shall control.

36. VACATION OR TIME SHARING PROHIBITED

No dwelling on any lot may be used for any vacation or time sharing plan as contemplated in Section 27-32-10 et seq. of the Code of Laws of South Carolina, 1976, as amended.

37. DURATION AND AMENDMENT

These covenants shall bind all persons claiming any interest in the land and shall run with the land for a period of sixty (60) years from the date of recording, after which time they shall automatically be extended for successive periods of ten (10) years unless an instrument signed by fifty-one (51%) percent of Owners (multiple owners of a single lot shall have one vote among them) of lots has been recorded termination or modifying the covenants.

The Developer shall have the right in its sole discretion to amend these covenants at any time as long as the Developer shall own at least one (1) lot in the Subdivision. Thereafter, Amendment shall be by written instrument, signed by fifty-one (51%) percent of the Owners, (multiple owners of a single lot shall have one vote among them) provided, however, that the proposed Amendment shall first be approved by a majority of the Board of Directors of the Association. Upon proper execution, the instrument shall be filed in the RMC Office for Charleston County.

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

PROBATE

PERSONALLY APPEARED before me the undersigned witness and made oath that (s)he saw the within named General Dev-Con, Inc., by its proper corporate officer sign, seal and as its act ad deed, deliver the within written Covenants, and that (s)he with the other witness witnessed the execution thereof.

Pat McManus

Sworn to before me this
2nd day of March, 1997.

W. H. J.
Notary Public for South Carolina
My Commission Expires: 8-31-03

W. BROOKS STYLES
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CHARLIE C. LYBRAND
REGISTER
CHARLESTON COUNTY SC

Handwritten initials/signature