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**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
RUSHLAND**

AND

**BY-LAWS OF RUSHLAND
COMMUNITY ASSOCIATION, INC.**

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**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
RUSHLAND**

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS ("Declaration") is made this 17th day of January, 2003, by Rushland Associates, LLC, a South Carolina limited liability company (the "Declarant").

RECITALS

Declarant is the owner of the real property described in Exhibit "A", which is attached and incorporated by reference. This Declaration imposes upon the Property (as defined in Article I below) mutually beneficial restrictions under a general plan of improvement for the benefit of the Owners of each portion of the Property and establishes a flexible and reasonable procedure for the overall development, administration, maintenance and preservation of the Property. In furtherance of such plan, this Declaration provides for the creation of the Rushland Community Association, Inc. to own, operate and maintain Common Areas, as defined below, and to administer and enforce the provisions of this Declaration, the By-Laws, and the rules and regulations promulgated pursuant to this Declaration. The Declarant has retained and reserved the right, privilege and option to submit to the provisions of this Declaration at a later time and from time to time as part of the Subdivision, all or any portion of the real property described in Exhibit "B" attached hereto and incorporated herein by reference, as more particularly set forth in Article II of this Declaration.

This document does not and is not intended to create a condominium within the meaning of the South Carolina Horizontal Property Act, South Carolina Code Annotated, Section 27-31-10, et seq.

NOW, THEREFORE, the Declarant hereby declares that all of the Property described in Exhibit "A" and any Additional Property described in Exhibit "B" or so much of it as Declarant may, in its sole discretion, see fit to develop or dedicate, as, by subsequent amendment hereto, may be subjected to this Declaration, shall be held, mortgaged, transferred, sold, conveyed, leased, occupied and used subordinate and subject to the following easements, restrictions, covenants, charges, liens and conditions which are hereby imposed for the purpose of protecting the value and desirability of these lands and which restrictions, easements, charges, liens, conditions, and covenants shall touch and concern and run with title to the real property subjected to this Declaration and which shall be binding on all parties having any right, title or interest in these described properties or any portion of them. This instrument also binds the respective heirs, devisees, fiduciary representatives, successors, successors in title and/or assigns, and shall inure to the benefit of anyone or anything who/which purchases or takes any interest in real property within the lands subject to this Declaration.

ARTICLE I
DEFINITIONS

The terms in this Declaration and the exhibits to this Declaration shall generally be given their natural, commonly accepted definitions except as otherwise specified. Capitalized terms shall be defined as set forth below, unless the context shall prohibit or require otherwise.

1.1 Additional Property. The lands and property, together with any improvements now or hereafter constructed thereon, described in Exhibit "B". Additional Property may be subjected to the provisions of this Declaration in accordance with the provisions of Article II hereof.

1.2 Area of Common Responsibility. The Common Area, together with such other areas, if any, for which the Association has or assumes responsibility pursuant to the terms of this Declaration, any Supplemental Declaration or other applicable covenants, contracts, or agreements (including, but not limited to, the Landscape Buffers and all bike/pedestrian paths within the Subdivision).

1.3 Articles of Incorporation or Articles. The Articles of Incorporation of Rushland Community Association, Inc., as filed with the Secretary of State of the State of South Carolina, a copy of which is attached as Exhibit "D".

1.4 Association. Rushland Community Association, Inc., a South Carolina nonprofit, mutual benefit corporation, its successors or assigns.

1.5 Board of Directors or Board. The body responsible for administration of the Association, selected as provided in the By-Laws and generally serving the same role as the board of directors under South Carolina corporate law.

1.6 Builder. Any Person which purchases one or more Lots for the purpose of constructing improvements for later sale to consumers, and/or resale in the ordinary course of such Person's business.

1.7 By-Laws. The By-Laws of Rushland Community Association, Inc., attached as Exhibit "C," as they may be amended from time to time.

1.8 Class "B" Control Period. The period of time set forth in the By-Laws during which the Class "B" Member is entitled to appoint a majority of the members of the Board of Directors as provided in the By-Laws, and during which the Class "B" Member has certain other rights as set forth in this Declaration or the By-Laws.

1.9 Common Area. All real and personal property, including easements, which the Association owns, leases or otherwise holds possessory or use rights in for the common use and

enjoyment of the Owners. The term also shall include the Exclusive Common Area, as defined below.

1.10 Common Expenses. The actual and estimated expenses incurred, or anticipated to be incurred, by the Association for the general benefit of all Owners, including any reasonable reserve, as the Board may find necessary and appropriate pursuant to this Declaration, the By-Laws, and the Articles of Incorporation. Common Expenses shall not include any expenses incurred during the Class "B" Control Period for initial development, original construction, installation of infrastructure, original capital improvements, or other original construction costs unless approved by Voting Members representing a majority of the total Class "A" vote of the Association.

1.11 Community-Wide Standard. The standard of conduct, maintenance, or other activity generally prevailing throughout the Property. Such standard may be more specifically determined by the Board of Directors and the Architectural Review Board from time to time.

1.12 Declarant. Rushland Associates, LLC, a South Carolina limited liability company, or any successor, successor-in-title, or assign who takes title to any portion of the property described on Exhibits "A" or "B" for the purpose of development and/or sale and who is designated as the Declarant in a recorded instrument executed by the immediately preceding Declarant.

1.13 Design Guidelines or Residential Planning Guide. The design and construction guidelines and application and review procedures applicable to the Property promulgated and administered pursuant to Article X.

1.14 Dock Master Plan. The Rushland Dock Master Plan, approved by OCRM on May 2, 2001, as the same may be amended or revised from time to time. Any such amendment or revision may only be made pursuant to applicable OCRM regulations and policy, and subject to consultation with other resource agencies as appropriate. The Dock Master Plan includes the Dock Corridor Plan for each of the Private Docks, Joint Docks, and Community Docks.

1.15 Exclusive Common Area. Area intended for the exclusive use or primary benefit of one or more, but less than all, Lots, as more particularly described in Section 3.2.

1.16 General Assessment or Assessment. Assessments levied on all Lots subject to assessment under Article IX to fund Common Expenses for the general benefit of all Lots, as more particularly described herein.

1.17 Governing Documents. This Declaration, the By-Laws, the Articles of Incorporation, any Supplemental Declaration, and the Design Guidelines, or any of the above, as each may be amended from time to time.

1.18 Living Space. Living Space shall mean and refer to enclosed and covered areas within a dwelling on a Lot, exclusive of garages, rooms over garages, unenclosed porches, porte

cocheres, carports, breezeways, terraces, balconies, decks, patios, courtyards, greenhouses, atriums, bulk storage areas, attics and basements.

1.19 Lot. A portion of the Property, whether improved or unimproved, which may be independently owned and conveyed and which is intended for development, use, and occupancy as a detached residence for a single family or such other use as may be expressly permitted by this Declaration. The term shall refer to the land, if any, which is part of the Lot as well as any improvements thereon. The term shall include within its meaning, by way of illustration but not limitation, homes, single-family detached houses on separately platted lots, as well as vacant land intended for development as such, but shall not include any Common Area, or property dedicated to the public.

1.20 Member. A Person subject to membership in the Association pursuant to Article IV.

1.21 Mortgage. A mortgage, a deed of trust, a deed to secure debt, or any other form of security instrument affecting title to any Lot.

1.22 Mortgagee. A beneficiary or holder of a Mortgage.

1.23 Mortgagor. Any Person who gives a Mortgage.

1.24 OCRM. The South Carolina Department of Health and Environmental Control/Office of Ocean and Coastal Resource Management.

1.25 Owner. One or more Persons who hold the record title to any Lot, but excluding in all cases any party holding an interest merely as security for the performance of an obligation.

1.26 OCRM/Corps Declaration. The OCRM/Corps Declaration shall mean the Declaration of Restrictive Covenants dated June 19, 2002, recorded in the Public Records on June 24, 2002, in Book D-410, at Page 654.

1.27 Person. A natural person, a corporation, a limited liability company, a partnership, a trustee, or any other legal entity or combination thereof.

1.28 Phase I. The real property described in Exhibit "A" consisting of 38 single family Lots, Lots 57 through 94.

1.29 Property. The real property described on Exhibit "A", together with such Additional Property as is subjected to this Declaration in accordance with Article II.

1.30 Public Records. The Register of Mesne Conveyance Office for Charleston County, South Carolina.

1.31 Special Assessment. Assessments levied in accordance with Section 9.4.

1.32 Specific Assessment. Assessments levied in accordance with Section 9.5.

1.33 Subdivision. Subdivision, with an initial capital letter, shall mean and refer to those Lots or parcels of land described in Exhibit "A", together with all improvements presently thereon and subsequently constructed thereon. Upon the submission to the provisions of this Declaration of the tracts or parcels of land described in Exhibit "B", or any portion thereof, Subdivision shall mean and refer to the real property described in Exhibit "A" and the real property described in Exhibit "B" or such portion thereof so submitted, together with all improvements thereon or thereafter constructed thereon.

1.34 Subdivision Plat. That certain plat entitled "Final Subdivision Plat of Rushland, Phase 1" located in the City of Charleston, Charleston County, South Carolina dated June 17, 2002, prepared by Thomas & Hutton Engineering Co. and recorded in the Public Records in Plat Book EG, at Pages 95 through 101.

1.35 Supplemental Declaration. An instrument filed in the Public Records pursuant to Article II which subjects Additional Property to this Declaration, and/or imposes, expressly or by reference, additional restrictions and obligations on the land described in such instrument.

1.36 Use Restrictions and Rules. Those use restrictions and rules affecting the Property as set forth in Article XI, which may be amended, modified and/or repealed as set forth in this Declaration.

1.37 Voting Member. Each Owner entitled to cast a Class "A" vote for each Lot as determined in accordance with Section 4.3(c) hereof.

ARTICLE II PLAN OF DEVELOPMENT; ANNEXATION AND WITHDRAWAL OF PROPERTY

2.1 Plan of Development of the Subdivision. Phase 1 of the Subdivision initially shall consist of the real property described on Exhibit "A" attached hereto, including thirty-eight (38) single family Lots as more particularly described in Exhibit "A". The Subdivision shall also include the Common Areas and certain improvements to the Common Areas, including utility systems, drainage systems and other improvements serving the Lots, to the extent the same are, from time to time, installed and existing and submitted to the provisions hereof. The dimensions of the Property constituting the Subdivision are shown on the Subdivision Plat. When fully developed, it is anticipated that the Subdivision will consist of approximately 123 Lots, with the right of the Declarant to add other Additional Property and additional Lots in accordance with the provisions hereof. The Property within the Subdivision is shown on the Subdivision Plat. The Property within the Subdivision shall be subject to the covenants, easements and restrictions set forth in this Declaration. Declarant shall have the right, but not the obligation, for so long as: (i) Declarant owns any portion of the Common Areas; or (ii) owns any Lot primarily for the purpose of sale of the Lot;

or (iii) Declarant has the option to add the Additional Property or any portion thereof to the Subdivision, or (iv) the Class "B" Control Period has not expired, to make improvements and changes to all Common Areas and to any or all Lots or other property owned by Declarant, including but not necessarily limited to the following: (a) installation and maintenance of any improvements in and to the Common Areas; (b) changes in the location of the boundaries of the Common Areas, and any Lots owned by Declarant or of the dedicated or undedicated Common Areas; (c) installation and maintenance of any water, sewer and other utility systems and facilities, to include, but not limited to, T.V. cable and its various attendant services and telephone service to include computer, internet, news service, or any such like instrument used in the transmittal, reception, or retrieval of images, messages or information; and (d) installation of security and/or refuse facilities.

2.2 Plan of Development of Additional Property. Declarant hereby reserves the unilateral right and option, to be exercised in its sole discretion, to submit at any time, or from time to time, the Additional Property or any portion or portions thereof to the provisions of this Declaration and thereby to cause the Additional Property or any portion or portions thereof to become part of the Property and part of the plan and operation of this Declaration. Declarant reserves the right to plan, design, develop, construct, maintain and manage the Common Areas, the Additional Property, and any unsold Lot as Declarant deems necessary or convenient for its purposes, except as otherwise expressly stated in this Declaration, including without limitation the right to expand the number, size and density of the unsold Lots, the Common Areas, and the Additional Property. This option may be exercised by Declarant in accordance with the following rights, conditions and limitations, which are the only conditions and limitations on such option to add all or any portion of the Additional Property to the Subdivision.

This option to add Additional Property/phases(s) may be exercised from time to time during a period of fifteen (15) years from the date of recordation of this Declaration; provided, however, that Declarant reserves the right to terminate such option at any time prior to the expiration of such fifteen year period by executing and filing an agreement evidencing such termination in the Public Records, and, except for such termination by Declarant, no other circumstances will terminate such option prior to the expiration of such fifteen (15) year period.

The additions authorized under this Section 2.2 shall be made by filing in the Public Records a Supplemental Declaration or Amendment to this Declaration with respect to the Additional Properties which shall expressly extend the operation and effect of the covenants and restrictions of this Declaration to such Additional Properties. The Supplemental Declaration or Amendment may contain such additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary or convenient, in the sole judgment of the Declarant, to reflect the different character, if any, of the Additional Property. Such annexation of the Additional Property, or any portion thereof, shall not require the consent of the Class "A" Members, but shall require the consent of the owners of such Additional Property, if other than the Declarant. Nothing in this Declaration shall be construed to require the Declarant or any successor to annex or develop any of the Additional Property described in Exhibit "B" in any manner whatsoever.

The description of the Additional Property is set forth on Exhibit "B". Portions of the Additional Property may be added to the Subdivision at different times, and in different phases, and there are no limitations fixing the boundaries of those portions or regulating the order, sequence or location in which any of such portions may be added to the Subdivision, except as provided herein. The exercise of the option to submit a portion of the Additional Property to the Declaration shall not bar the further exercise of this option as to other portions or the balance of the Additional Property.

If the Additional Property or any portion thereof is added to the Subdivision, any improvements developed therein and any dwellings constructed thereon will be subject to the standards and restrictions set forth herein, including all assessments set forth herein.

If the Additional Property or any portion thereof is added to the Subdivision, Declarant reserves the right to designate and restrict the boundaries of the Lots and Common Areas, if any, to be added to the Subdivision in connection therewith.

Should the option to add the Additional Property or any portion thereof not be exercised within the term specified herein or be terminated by Declarant, such option shall in all respects expire and be of no further force and effect. DECLARANT SHALL NOT BE OBLIGATED TO IMPOSE ON THE ADDITIONAL PROPERTY OR ANY PORTION OF IT ANY COVENANTS, CONDITIONS, OR RESTRICTIONS SIMILAR TO THOSE CONTAINED HEREIN, AND ANY ADDITIONAL PROPERTY NOT SUBMITTED TO THIS DECLARATION WILL BE FREE OF ANY COVENANT OR CONDITIONS WHATSOEVER UNLESS OTHERWISE AFFIRMATIVELY IMPOSED.

The option reserved by Declarant to cause all or any portion of the Additional Property to become part of the Subdivision shall in no way be construed to impose upon Declarant any obligation to add all or any portion of the Additional Property to the Subdivision or to construct thereon any improvements of any nature whatsoever or to restrict or limit its use in any manner.

The option reserved under this Section 2.2 may be exercised by Declarant only by the execution of an Amendment or Supplemental Declaration to this Declaration which shall be filed in the Public Records, together with a revision of or an addition to the Subdivision Plat showing the Additional Property or such portion or portions thereof as are being added to the Subdivision by such amendment, as well as the Lots, Common Areas, or other types of property located within the Subdivision. Any such Supplemental Declaration shall be signed by the Declarant and by the owner of the annexed property, if different from the Declarant.

SUBSEQUENT TO INCLUSION AND/OR RESTRICTION AND IN ITS SOLE DISCRETION, DECLARANT MAY CONVEY TO THE ASSOCIATION THE COMMON AREAS DESIGNATED BY DECLARANT OR ANY OTHER PROPERTY OWNED BY THE DECLARANT CONTAINED WITHIN THE PROPERTY AS DESCRIBED IN EXHIBIT "A" OR EXHIBIT "B" OR SUCH PORTION OR PORTIONS OF ANY, EITHER, OR ALL OF THEM, ANY SUCH CONVEYANCE TO BE SUBJECT TO THE LIEN OF TAXES NOT YET DUE AND

PAYABLE, ALL EASEMENTS AND RESTRICTIONS OF RECORD, UTILITY EASEMENTS SERVING OR OTHERWISE ENCUMBERING THE PROPERTY AND/OR THE ADDITIONAL PROPERTY, AND ANY EXCEPTIONS WHICH WOULD BE DISCLOSED BY AN ACCURATE SURVEY OR PHYSICAL INSPECTION OF SUCH PARCEL(S).

Any such amendment shall expressly submit the Additional Property or such portion of it to all the provisions of this Declaration, and upon the exercise, if any, of such option or options, the provisions of this Declaration shall then be construed as embracing the real property described in Exhibit "A" and the Additional Property or such portion or portions thereof so submitted to the terms hereof, together with all improvements thereon. If the Additional Property or any portion or portions of it is added to the Subdivision, then from and after the addition to the Subdivision of the Additional Property or such portion or portions by such amendment to this Declaration, the number of votes in the Association shall be modified to include the Lots to be located on the Additional Property or such portion or portions of it as are added, so that there shall continue to be one vote in the Association per Lot in the Subdivision, and the total number of votes in the Association shall be increased by the number of Lots added.

2.3 Annexation With Approval of Membership. In addition to the rights of Declarant to annex the Additional Property or any portion thereof as set forth in this Declaration, the Association may also annex any real property to the provisions of this Declaration with the consent of the owner of such property, the affirmative vote of a majority of the Class "A" votes of the Association represented at a meeting duly called for such purpose, and the consent of the Declarant during the Class B Control Period. Such annexation shall be accomplished by filing a Supplemental Declaration or Amendment describing the property being annexed in the Public Records. Any such Supplemental Declaration shall be signed by the President and the Secretary of the Association, and by the owner of the annexed property, and by the Declarant, if the Declarant's consent is required. Any such annexation shall be effective upon filing unless otherwise provided therein.

2.4 Withdrawal of Property. The Declarant reserves the right to amend this Declaration so long as it has a right to annex Additional Property pursuant to Section 2.2, for the purpose of removing any portion of the Property from the coverage of this Declaration, provided such withdrawal is not unequivocally contrary to the overall, uniform scheme of development for the Property. Such amendment shall not require the consent of any Person other than the Owner of the property to be withdrawn, if not the Declarant. If the property is Common Area which has been deeded and conveyed to the Association, the Association shall consent to such withdrawal, and such property shall be conveyed back to Declarant.

2.5 Additional Covenants and Easements. The Declarant may unilaterally subject any portion of the Property to additional covenants and easements, including covenants obligating the Association to maintain and insure such property on behalf of the Owners and obligating such Owners to pay the costs incurred by the Association. Such additional covenants and easements shall be set forth in a Supplemental Declaration or Amendment filed either concurrently with or after the annexation of the subject property, and shall require the written consent of the owner(s) of such

property, if other than the Declarant. Any such Supplemental Declaration may supplement, create exceptions to, or otherwise modify the terms of this Declaration as it applies to the subject property in order to reflect the different character and intended use of such property.

2.6 Interest Subject to Plan of Development. Every purchaser of a Lot or any portion of the Subdivision shall purchase such Lot or other Property and every Mortgagee and lienholder holding an interest therein shall take title, or hold such security interest with respect thereto, with notice of Declarant's plan of development as set forth herein, and Declarant shall have and does hereby specifically reserve the right to add the Additional Property or any portion or portions thereof to the Subdivision as herein above provided. Any provision of this Declaration to the contrary notwithstanding, the provisions of the foregoing plan of development set forth in this Article may not be abrogated, modified, rescinded, supplemented or amended in whole or in part without the prior written consent of Declarant.

ARTICLE III PROPERTY RIGHTS

3.1 Common Area. Except as provided herein, every Owner shall have a nonexclusive right and easement of use, access, and enjoyment in and to the dedicated Common Area, subject to:

- (a) This Declaration and any other applicable easements, covenants and restrictions;
- (b) Any restrictions or limitations contained in any deed conveying such property to the Association;
- (c) The right of the Declarant, during the Class "B" Control Period, or the Board to adopt rules regulating the use and enjoyment of the Common Area, including rules limiting the number of guests who may use the Common Area;
- (d) The right of the Board to suspend the right of an Owner to use the Common Area (i) for any period during which any charge against such Owner's Lot remains delinquent, and (ii) for a period not to exceed 30 days for a single violation or for a longer period in the case of any continuing violation, of this Declaration, any applicable Supplemental Declaration, the By-Laws, or rules of the Association after notice and a hearing pursuant to the By-Laws;
- (e) The right of the Declarant, during the Class "B" Control Period, or the Association, acting through the Board, to dedicate or transfer all or any part of the Common Area, subject to such approval requirements as may be set forth in this Declaration;

(f) The right of the Board to impose reasonable membership requirements and charge reasonable admission or other use fees for the use of any recreational facility situated upon the Common Area;

(g) The right of the Board to permit temporary or perpetual use of any or all portions of the Common Area by persons other than Owners, their families, lessees and guests, either with or without payment of use fees established by the Declarant or the Board;

(h) The right of the Association, acting through the Board, to mortgage, pledge, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred, subject to the approval requirements set forth in this Declaration.

Any Owner may extend his or her right of use and enjoyment to the members of his or her family, lessees, and social invitees, as applicable, subject to reasonable regulation by the Board. An Owner who leases his or her Lot shall be deemed to have assigned all such rights to the lessee of such Lot.

3.2 Exclusive Common Area. Certain portions of the Common Area may be designated as Exclusive Common Area and reserved for the exclusive use or primary benefit of Owners and occupants of specified Lots. By way of illustration and not limitation, Exclusive Common Areas may include the following: certain designated entry features, recreational facilities, docks, lakes, and lagoons and other portions of the Common Area, as designated by Declarant. All costs associated with maintenance, repair, replacement, and insurance of an Exclusive Common Area shall be assessed against the Owners of Lots to which the Exclusive Common Areas are assigned as a Specific Assessment. The following areas shall be deemed Exclusive Common Area in Phase I, reserved for the exclusive use of the Owners of Lots 57 through 66: the neighborhood dock constructed or to be constructed as an appurtenance to the Common Area adjacent to Lot 62, said dock to be constructed within the "Community Dock Corridor" near Lot 62, as labeled on the Dock Master Plan (as a result of a change in the numbering system for Lots within the Subdivision, earlier versions of the Dock Master Plan may show current Lot 62 as Lot 46).

Initially, any Exclusive Common Area shall be designated as such, and the exclusive use thereof shall be assigned, in the deed by which the Declarant conveys the Common Area to the Association or on the subdivision plat relating to such Common Area; provided, however, any such assignment shall not preclude the Declarant from later assigning use of the same Exclusive Common Area to additional Lots, so long as the Declarant has a right to subject Additional Property to this Declaration pursuant to Article II. Thereafter, a portion of the Common Area may be assigned as Exclusive Common Area of particular Lots and Exclusive Common Area may be reassigned upon approval of the Board and the vote of Owners representing a majority of the total Class "A" votes in the Association. As long as the Class "B" Control Period has not expired, any such assignment or reassignment shall also require the Declarant's written consent.

The Association may, upon approval of a majority of the Owners to which the Exclusive Common Area is assigned, permit Owners of Lots in other portions of the Subdivision to use all or a portion of such Exclusive Common Area upon payment of reasonable user fees, which fees shall be used to offset the Specific Assessments attributable to such Exclusive Common Area.

3.3 No Partition. Except as permitted in this Declaration, there shall be no judicial partition of the Common Area. No Person shall seek any judicial partition unless the portion of the Common Area which is the subject of such partition action has been removed from the provisions of this Declaration. This Section shall not prohibit the Board from acquiring and disposing of tangible personal property nor from acquiring and disposing of real property which may or may not be subject to this Declaration.

3.4 Condemnation. If any part of the Common Area shall be taken (or conveyed in lieu of and under threat of condemnation by the Board acting on the written direction of Voting Members representing at least 67% of the total Class "A" votes in the Association and of the Declarant, as long as the Class "B" Control Period has not expired or terminated) by any authority having the power of condemnation or eminent domain, each Owner shall be entitled to written notice of such taking or conveyance prior to disbursement of any condemnation award or proceeds from such conveyance. Such award or proceeds shall be payable to the Association to be disbursed as follows:

(a) If the taking or conveyance involves a portion of the Common Area on which improvements have been constructed, the Association shall restore or replace such improvements on the remaining land included in the Common Area to the extent available, unless within 60 days after such taking the Declarant, so long as the Class "B" Control Period has not expired or terminated, and Voting Members representing at least 67% of the total Class "A" vote of the Association shall otherwise agree. Any such construction shall be in accordance with plans approved by the Board. The provisions of Article VII regarding funds for the repair of damage or destruction shall apply.

(b) If the taking or conveyance does not involve any improvements on the Common Area, or if a decision is made not to repair or restore, or if net funds remain after any such restoration or replacement is complete, then such award or net funds shall be disbursed to the Association and used for such purposes as the Board shall determine.

3.5 Access. All Owners, by accepting title to Lots conveyed subject to this Declaration, waive all rights of uncontrolled and unlimited access, ingress and egress to and from such Lot and acknowledge and agree that such access, ingress and egress shall be limited to roads, sidewalks, walkways, trails and approved driveway cuts located within the Subdivision from time to time.

3.6 Changes in Boundaries; Additions to Common Areas. Declarant expressly reserves for itself and its successors and assigns the right to make minor changes and realignments in the boundaries of the Common Areas and any Lots owned by Declarant, including the minor realignment of boundaries between adjacent Lots and Common Areas owned by Declarant. In addition, Declarant

reserves the right, but shall not have the obligation, to convey to the Association at any time, and from time to time, any portion of the Additional Property, such real property to be conveyed to the Association as an addition to Common Areas and subject to the other provisions set forth in this Declaration.

3.7 Easements over Common Area. Notwithstanding anything to the contrary in this Declaration, the Declarant, during the Class "B" Control Period, or the Association, acting through the Board, may grant easements over the Common Area for installation and maintenance of utilities and drainage facilities and for other purposes not inconsistent with the intended use of the Common Area, without the approval of the membership; provided, however, that any such grant of easement or other action taken by the Board is subject to the Declarant's approval during the Class "B" Control Period.

ARTICLE IV THE ASSOCIATION; MEMBERSHIP AND VOTING RIGHTS

4.1 Function of Association. The Association shall be the entity responsible for management, maintenance, operation, administration and control of the Common Area and any other Area of Common Responsibility. The Association shall be the primary entity responsible for enforcement and administration of this Declaration and such reasonable rules regulating use of the Property as the Board or the membership may adopt pursuant to Article XI. The Association shall also be responsible for administering and enforcing the architectural standards and controls set forth in this Declaration and in the Design Guidelines. The Association shall perform its functions in accordance with the Governing Documents and the laws of the State of South Carolina. The Association shall be authorized but not required to provide the following services:

- (a) Clean-up, maintenance, repair, replacement, landscaping of all open spaces, roads, rights-of-way, lagoons, lakes, Common Area and any other Area (including bike and walking paths) of Common Responsibility within the Subdivision or in a reasonable proximity to the Subdivision such that their deterioration would affect the appearance of the Subdivision as a whole.
- (b) Insect and pest control to the extent that it is necessary or desirable in the judgment of the Board of Directors of the Association to supplement the service provided by the State and local governments.
- (c) Construction, maintenance, landscaping and reconstruction of amenities and other improvements within the Common Areas and any other Area of Common Responsibility.
- (d) To set up and operate the Architectural Review Board as provided herein.
- (e) To construct improvements on open spaces and Common Areas.

(f) To obtain administrative services including, but not limited to, legal, accounting, financial and communication services informing members of activities, notice of meetings, referendums, etc., incident to the above listed services.

(g) To obtain liability and hazard insurance covering improvements and activities on the open spaces and the Common Areas, independently or in collaboration with the Declarant.

(h) To obtain directors' and officers' liability insurance for the Association and its duly elected Directors and officers to the extent the same is available at a reasonable cost.

(i) Landscaping of roads, sidewalks and walking paths within the Subdivision and any Common Areas or open spaces located therein.

(j) To take any and all actions necessary to enforce all covenants and restrictions affecting the Subdivision and to perform any of the functions or services delegated to the Association in any covenants or restrictions applicable to the Subdivision.

(k) To supplement the maintenance and improvements of any adjacent public rights-of-way, including, without limitation, any road surfaces, bridges, entrance improvements, sidewalks, landscaping, signage, lighting or other improvements located within the adjacent public rights-of-way.

(l) To create and fund from assessments (whether General, Special or otherwise) a reserve account in such amounts and for such purposes as the Board of Directors of the Association shall determine.

(m) To assume all maintenance obligations with respect to the Add-A-Phase Maintenance Agreement with the Commissioners of Public Works, including those obligations of Declarant under the Maintenance Agreement with RCI Enterprises, LLC dated March 5, 2002.

(n) To enforce the terms and provisions of the OCRM/Corps Declaration and to take such action as may be reasonably required to remedy any violation thereof, with the additional right to seek indemnification from any Lot Owner or Owners responsible for any such violations.

(o) To provide any and all services necessary or desirable in the judgment of the Board of Directors of the Association to carry out the Association's obligation and business under the terms of this Declaration.

4.2 Membership. Every Owner shall be a Member of the Association. There shall be only one membership per Lot. If a Lot is owned by more than one Person, all Co-Owners shall share

the privileges of such membership, subject to reasonable Board regulation and the restrictions on voting set forth in Section 4.3(c) and in the By-Laws, and all such Co-Owners shall be jointly and severally obligated to perform the responsibilities of Owners. The membership rights of an Owner which is not a natural person may be exercised by any officer, director, partner or trustee, or by the individual designated from time to time by the Owner in a written instrument provided to the Secretary of the Association.

4.3 Voting. The Association shall have two classes of membership, Class "A" and Class "B."

(a) Class "A". Class "A" Members shall be all Owners except the Class "B" Member, if any. Class "A" Members shall have one equal vote for each Lot in which they hold the interest required for membership under Section 4.2; provided, there shall be only one vote per Lot and no vote shall be exercised for any property which is exempt from assessment under Section 9.9. All Class "A" votes shall be cast as provided in Section 4.3(c) below.

(b) Class "B". The sole Class "B" Member shall be the Declarant. The rights of the Class "B" Member, including the right to approve, or withhold approval of, actions proposed under this Declaration or the By-Laws, are specified in the relevant sections of this Declaration, the By-Laws and the Articles. The Class "B" Member may appoint the members of the Board of Directors during the Class "B" Control Period, as specified in the By-Laws.

The Class "B" membership shall terminate upon the earlier of:

(i) Two (2) years after expiration of the Class "B" Control Period pursuant to Section 3.3 of the By-Laws; or

(ii) When, in its discretion, the Declarant so determines and declares in a recorded instrument.

Upon termination of the Class "B" membership, the Declarant shall continue to be a Class "A" Member entitled to Class "A" votes for each Lot which it owns. The Declarant may, by Supplemental Declaration, create additional classes of membership for the owners of Lots within any additional property made subject to this Declaration pursuant to Article II, with such rights, privileges and obligations as maybe specified in such Supplemental Declaration, in recognition of the different character and intended use of the property subject to such Supplemental Declaration.

(c) Exercise of Voting Rights. In any situation where a Member is entitled personally to exercise the vote for his Lot and there is more than one Owner of such Lot, the vote for such Lot shall be exercised as the Co-Owners determine

among themselves and advise the Secretary of the Association in writing prior to the vote being taken (the "Voting Member"). Absent such advice, the Lot's vote shall be suspended if more than one Person seeks to exercise it. The vote for each Lot owned by a Class "A" Member shall be exercised by such Voting Member.

ARTICLE V RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

5.1 Common Area. The Association, subject to the rights of the Owners set forth in this Declaration, shall manage and control the Common Area and all improvements thereon (including, without limitation, furnishings, equipment, and other personal property of the Association used in connection with the Common Areas), and shall keep it in good, clean, attractive, and sanitary condition, order, and repair, pursuant to this Declaration and the By-Laws and consistent with the Community-Wide Standard. The Board is specifically authorized, but not obligated, to retain or employ professional management to assist in carrying out the Association's responsibilities under this Declaration, the cost of which shall be a Common Expense. Nothing contained in this Declaration, in the Subdivision Plat, or on any general plan or site plan of the Subdivision shall be deemed to confer Common Area status on any such Property described in Exhibit "A" or Exhibit "B", nor shall the Association or any Owner be entitled to any right, title or interest in any such Property unless and until such Property shall have been formally included as a part of the Common Area by the Declarant, deeded to the Association and dedicated as Common Area by the Declarant. In addition, any such areas which are intended to be devoted to the common use and enjoyment of the Members of the Association as defined herein shall not be dedicated for use by the general public and the general public shall have no easement or use and enjoyment therein, unless set forth in the Deed and dedicatory language contained in such Deed as and when such Common Areas are conveyed to the Association, or unless otherwise authorized in accordance with the provisions of this Declaration. It is anticipated that the Declarant will, prior to the expiration of the Class "B" Control Period, convey the property shown and depicted on the Subdivision Plat as "Common Area," all as shown and depicted on the Subdivision Plat, to the Association as Common Area or Exclusive Common Area.

5.2 Personal Property and Real Property for Common Use. The Association, through action of its Board, may acquire, hold, and dispose of tangible and intangible personal property and real property, subject to the provisions of this Declaration. The Declarant and its designees may convey to the Association improved or unimproved real estate, or interests in real estate, located within the Property described in Exhibits "A" or "B", personal property and leasehold and other property interests. Such property shall be accepted by the Association and thereafter shall be maintained by the Association at its expense for the benefit of its Members, subject to any restrictions set forth in the deed or other instrument transferring such property to the Association. Upon written request of Declarant, the Association shall reconvey to Declarant any unimproved portions of the Property originally conveyed by Declarant to the Association for no consideration, to the extent conveyed by Declarant in error or needed by Declarant to make minor adjustments in property lines.

5.3 Enforcement. The Association may impose sanctions for violations of this Declaration, any applicable Supplemental Declaration, the By-Laws, or Association rules in accordance with procedures set forth in this Declaration or the By-Laws, including reasonable monetary fines and suspension of the right to vote and to use any recreational facilities within the Common Area. In addition, in accordance with the By-Laws, the Association may exercise self-help to cure violations and may suspend any services it provides to the Lot of any Owner who is more than 30 days delinquent in paying any assessment or other charge due to the Association. All remedies set forth in this Declaration and the By-Laws shall be cumulative of any remedies available at law or in equity. In any action to enforce the provisions of this Declaration or Association rules, if the Association prevails it shall be entitled to recover all costs, including, without limitation, attorneys' fees and court costs, reasonably incurred in such action.

The Association shall not be obligated to take action to enforce any covenant, restriction or rule which the Board reasonably determines is, or is likely to be construed as, inconsistent with applicable law, or in any case in which the Board reasonably determines that the Association's position is not strong enough to justify taking enforcement action. Any such determination shall not be construed as a waiver of the right to enforce such provision under other circumstances or estop the Association from enforcing any other covenant, restriction or rule. The Association, by contract or other agreement, may enforce county and city ordinances, if applicable, and permit Charleston County or the City of Charleston to enforce ordinances on the Property for the benefit of the Association and its Members.

5.4 Implied Rights Board Authority. The Association may exercise any right or privilege given to it expressly by this Declaration or the By-Laws, or reasonably implied from or reasonably necessary to effectuate any such right or privilege. Except as otherwise specifically provided in this Declaration, the By-Laws, the Articles, or by law, all rights and powers of the Association may be exercised by the Board without a vote of the membership.

5.5 Governmental Interests. For so long as the Class "B" Control Period has not expired or terminated, the Declarant may designate sites within the Property for fire, police, and utility facilities, public parks, streets, and other public or quasi-public facilities. The sites may include Common Areas, in which case the Association shall take whatever action is required with respect to such site to permit such use, including conveyance of the site, if so directed by Declarant. The sites may include other property not owned by Declarant provided the owner consents.

5.6 Indemnification. The Association shall indemnify every officer, director, ARB member and committee member against all damages and expenses, including counsel fees, reasonably incurred in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he or she may be a party by reason of being or having been an officer, director, or committee member, except that such obligation to indemnify shall be limited to those actions for which liability is limited under this Section, the Articles of Incorporation and South Carolina law.

The officers, directors, ARB members and committee members shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made or action taken in good faith on behalf of the Association. The Association shall indemnify and forever hold each such officer, director, ARB member and committee member harmless from any and all liability to others on account of any such contract, commitment or action. This right to indemnification shall not be exclusive of any other rights to which any present or former officer, director, ARB member or committee member may be entitled. The Association shall, as a Common Expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available.

5.7 Dedication of Common Area. The Declarant or the Association may dedicate portions of the Common Area to Charleston County, South Carolina, the City of Charleston, or to any other local, state, or federal governmental or quasi-governmental entity.

5.8 Security. The Association may, but shall not be obligated to, maintain or support certain activities within the Property designed to make the Property safer than they otherwise might be. Neither the Association, the original Declarant, nor any successor Declarant shall in any way be considered insurers or guarantors of security within the Property, nor shall any of them be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken. No representation or warranty is made that any fire protection system, burglar alarm system or other security system or measures, including any mechanism or system for limiting access to the Property, can not be compromised or circumvented, nor that any such systems or security measures undertaken will in all cases prevent loss or provide the detection or protection for which the system is designed or intended. Each Owner acknowledges, understands and covenants to inform its tenants and all occupants of its Lot that the Association, its Board of Directors and committees, Declarant, and any successor Declarant are not insurers and that each Person using the Property assumes all risks of personal injury and loss or damage to property, including Lots and the contents of Lots, resulting from acts of third parties.

5.9 Relationship With Tax-Exempt Organizations. The Declarant or the Association may create, enter into agreements or contracts with, or grant exclusive and/or non-exclusive easements over the Common Area to non-profit, tax-exempt organizations for the benefit of the Property. The Association may contribute money, real or personal property or services to any such entity. Any such contribution shall be a Common Expense and included as a line item in the Association's annual budget. For the purposes of this Section a "tax-exempt organization" shall mean an entity which is exempt from federal income taxes under the Internal Revenue Code, including but not limited to, Sections 501(c)(3) or 501(c)(4) thereof.

ARTICLE VI
MAINTENANCE

6.1 Association's Responsibility.

- (a) The Association shall maintain and keep in good repair the Area of Common Responsibility, which may include, but need not be limited to:

(i) all landscaping and other flora, parks, lakes, ponds, structures, docks and improvements, including any public or private streets, bike and pedestrian pathways/trails, situated upon the Common Area;

(ii) landscaping within public rights-of-way within or abutting the Property;

(iii) landscaping and other flora within the Landscape Buffers, together with all irrigation systems located therein or within any Area of Common Responsibility;

(iv) such portions of any additional property included within the Area of Common Responsibility as may be dictated by this Declaration, any Supplemental Declaration, or any contractor agreement for maintenance thereof entered into by the Association;

(v) all lakes, ponds, streams and/or wetlands located within the Property which serve as part of the drainage and storm water retention system for the Property, including any retaining walls, bulkheads or dams (earthen or otherwise) retaining water therein, and any fountains, lighting, pumps, conduits, and similar equipment installed therein or used in connection therewith; and

(vi) any property and facilities owned by the Declarant and made available, on a temporary or permanent basis, for the primary use and enjoyment of the Association and its Members, such property and facilities to be identified by written notice from the Declarant to the Association and to remain a part of the Area of Common Responsibility and be maintained by the Association until such time as Declarant revokes such privilege of use and enjoyment by written notice to the Association.

The Association may, as a Common Expense, maintain other property which it does not own, including, without limitation, property dedicated to the public, or

provide maintenance or services related to such property over and above the level being provided by the property owner, if the Board of Directors determines that such maintenance is necessary or desirable.

(b) There are hereby reserved to the Association easements over the Property as necessary to enable the Association to fulfill its responsibilities under this Declaration. The Association shall maintain the facilities and equipment within the Area of Common Responsibility in continuous operation, except for any periods necessary, as determined in the sole discretion of the Board, to perform required maintenance or repairs, unless Members representing 75% of the Class "A" votes in the Association and the Class "B" Member, if any, agree in writing to discontinue such operation.

Except as provided above, the Area of Common Responsibility shall not be reduced by amendment of this Declaration or any other means except with the prior written approval of the Declarant as long as the Class "B" Control Period has not expired.

(c) Except as otherwise specifically provided herein, all costs associated with maintenance, repair and replacement of the Area of Common Responsibility shall be a Common Expense to be allocated among all Lots as part of the General Assessment, without prejudice to the right of the Association to seek reimbursement from the owner(s) of, or other Persons responsible for, certain portions of the Area of Common Responsibility pursuant to this Declaration, other recorded covenants, or agreements with the owner(s) thereof.

6.2 Supplemental Maintenance of Adjacent Public Rights-of-Way. Notwithstanding anything contained herein to the contrary, the Association, through action of its Board, may, at its option and as a Common Expense, supplement the maintenance, repair and/or replacement of any adjacent public rights-of-way, including any road surfaces, sidewalks, signage, lighting, landscaping or other improvements located therein. Any such cost or expense shall be deemed a Common Expense.

6.3 Owner's Responsibility. Each Owner shall maintain his or her Lot, and all structures, parking areas, and other improvements comprising the Lot in a manner consistent with the Community-Wide Standard and all applicable covenants, unless such maintenance responsibility is otherwise assumed by the Association. In addition to any other enforcement rights, if an Owner fails properly to perform its maintenance responsibility, the Association may perform such maintenance responsibilities and assess all costs incurred by the Association against the Lot and the Owner in accordance with this Declaration. The Association shall afford the Owner reasonable notice and an opportunity to cure the problem prior to entry, except when entry is required due to an emergency situation.

6.4 Standard of Performance. Unless otherwise specifically provided herein or in other instruments creating and assigning such maintenance responsibility, responsibility for maintenance shall include responsibility for repair and replacement, as necessary. All maintenance shall be performed in a manner consistent with the Community-Wide Standard and all applicable covenants. The Association, and/or an Owner shall not be liable for any damage or injury occurring on, or arising out of the condition of, property which it does not own except to the extent that it has been negligent in the performance of its maintenance responsibilities.

ARTICLE VII INSURANCE AND CASUALTY LOSSES

7.1 Association Insurance.

(a) Required Coverages. The Association, acting through its Board or its duly authorized agent, shall obtain and continue in effect the following types of insurance, if reasonably available, or if not reasonably available, the most nearly equivalent coverages as are reasonably available:

(i) Blanket property insurance covering "risks of direct physical loss" on a "special form" basis (or comparable coverage by whatever name denominated) for all insurable improvements on the Common Area, if any, and on other portions of the Area of Common Responsibility to the extent that it has assumed responsibility for maintenance, repair and/or replacement in the event of a casualty. If such coverage is not generally available at reasonable cost, then "broad form" coverage may be substituted. The Association shall have the authority to and interest in insuring any property for which it has maintenance or repair responsibility, regardless of ownership. All property insurance policies obtained by the Association shall have policy limits sufficient to cover the full replacement cost of the insured improvements;

(ii) Commercial general liability insurance, including liability insurance on the Common Area and the Area of Common Responsibility, insuring the Association and its Members for damage or injury caused by the negligence of the Association or any of its Members, employees, agents, or contractors while acting on its behalf. If generally available at reasonable cost, the commercial general liability coverage (including primary and any umbrella coverage) shall have a limit of at least \$1,000,000.00 per occurrence with respect to bodily injury, personal injury, and property damage; provided, should additional coverage and higher limits be available

at reasonable cost which a reasonably prudent person would obtain, the Association shall obtain such additional coverages or limits;

(iii) Workers' compensation insurance and employer's liability insurance, if and to the extent required by law;

(iv) Directors' and officers' liability coverage;

(v) To the extent required by the Board, fidelity insurance covering all Persons responsible for handling Association funds in an amount determined in the Board's best business judgment but not less than an amount equal to one-sixth of the annual General Assessments on all Lots plus reserves on hand. Fidelity insurance policies shall contain a waiver of all defenses based upon the exclusion of Persons serving without compensation; and

(vi) Such additional insurance as the Board, in its best business judgment, determines advisable, which may include, without limitation, flood insurance.

In the event that any portion of the Property is or shall become located in an area identified by the Federal Emergency Management Agency (FEMA) as an area having special flood hazards, a "blanket" policy of flood insurance on the Property must be maintained in the amount of 100% of current replacement cost of all affected improvements and other insurance property or the maximum limit of coverage available, whichever is less.

Premiums for all insurance shall be Common Expenses and shall be included in the General Assessment.

(b) **Policy Requirements.** The Association shall arrange for an annual review of the sufficiency of insurance coverage by one or more qualified Persons, at least one of whom must be familiar with insurable replacement costs in the metropolitan Charleston, South Carolina area.

All Association policies shall provide for a certificate of insurance to be furnished to each Member insured and to the Association.

The policies may contain a reasonable deductible and the amount thereof shall not be subtracted from the face amount of the policy in determining whether the policy limits satisfy the requirements of Section 7.1(a). In the event of an insured loss, the deductible shall be treated as a Common Expense in the same manner as the

premiums for the applicable insurance coverage. However, if the Board reasonably determines, after notice and an opportunity to be heard in accordance with the By-Laws, that the loss is the result of the negligence or willful misconduct of one or more Owners, their guests, invitees, or lessees, then the Board may specifically assess the full amount of such deductible against such Owner(s) and their Lots pursuant to Section 9.5.

All insurance coverage obtained by the Board shall:

(i) be written with a company authorized to do business in the State of South Carolina which satisfies the requirements of the Federal National Mortgage Association, or such other secondary mortgage market agencies or federal agencies as the Board deems appropriate;

(ii) be written in the name of the Association as trustee for the benefitted parties. Policies on the Common Areas shall be for the benefit of the Association and its Members;

(iii) not be brought in to contribution with insurance purchased by Owners, occupants, or their Mortgagees individually;

(iv) contain an inflation guard endorsement; and

(v) include an agreed amount endorsement, if the policy contains a co-insurance clause. In addition, the Board shall use reasonable efforts to secure insurance policies which list the Owners as additional insureds and provide: (a) a waiver of subrogation as to any claims against the Association's Board, officers, employees, and its manager, the Owners and their tenants, agents, and guests; (b) a waiver of the insurer's rights to repair and reconstruct instead of paying cash; (c) an endorsement precluding cancellation, invalidation, suspension, or non-renewal by the insurer on account of any one or more individual Owners, or on account of any curable defect or violation without prior written demand to the Association to cure the defect or violation and allowance of a reasonable time to cure; (d) an endorsement excluding Owners' individual policies from consideration under any "other insurance" clause; (e) an endorsement requiring at least 30 days' prior written notice to the Association of any cancellation, substantial modification, or non-renewal; (f) a cross liability provision; and (g) a provision vesting in the Board exclusive authority to adjust losses; provided, however, no Mortgagee having

an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related to the loss.

(c) **Damage and Destruction.** Immediately after damage or destruction to all or any part of the Property covered by insurance written in the name of the Association, the Board or its duly authorized agent shall file and adjust all insurance claims and obtain reliable and detailed estimates of the cost of repair or reconstruction. Repair or reconstruction, as used in this paragraph, means repairing or restoring the property to substantially the condition in which it existed prior to the damage, allowing for changes or improvements necessitated by changes in applicable building codes.

Any damage to or destruction of the Common Area shall be repaired or reconstructed unless the Voting Members representing at least 75% of the total Class "A" votes in the Association, and the Class "B" Member, if any, decide within 90 days after the loss not to repair or reconstruct.

If either the insurance proceeds or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not available to the Association within such 90-day period, then the period shall be extended until such funds and information are available. However, such extension shall not exceed 90 additional days. No Mortgagee shall have the right to participate in the determination of whether the damage or destruction to the Common Area shall be repaired or reconstructed.

If determined in the manner described above that the damage or destruction to the Common Area shall not be repaired or reconstructed and no alternative improvements are authorized, the affected property shall be cleared of all debris and ruins and thereafter shall be maintained by the Association in a neat and attractive, landscaped condition consistent with the Community-Wide Standard.

Any insurance proceeds remaining after paying the costs of repair or reconstruction, or after such settlement as is necessary and appropriate, shall be retained by and for the benefit of the Association, and placed in a capital improvements account. This is a covenant for the benefit of Mortgagees and may be enforced by the Mortgagee of any affected Lot.

If insurance proceeds are insufficient to cover the costs of repair or reconstruction, the Board of Directors may, without a vote of the Voting Members, levy Special Assessments to cover the shortfall against those Owners responsible for the premiums for the applicable insurance coverage under Section 7.1(a).

7.2 **Owners' Insurance.** By virtue of taking title to a Lot, each Owner covenants and agrees with all other Owners and with the Association to carry property insurance for the full

replacement cost of all insurable improvements on his or her Lot, less a reasonable deductible. If the Association assumes responsibility for obtaining any insurance coverage on behalf of Owners, the premiums for such insurance shall be levied as a Specific Assessment against the benefitted Lot and the Owner thereof pursuant to Section 9.5. Each Owner further covenants and agrees that in the event of damage to or destruction of structures on or comprising his Lot, the Owner shall proceed promptly to repair or to reconstruct in a manner consistent with the original construction or such other plans and specifications as are approved in accordance with Article X. Alternatively, the Owner shall clear the Lot of all debris and ruins and maintain the Lot in a neat and attractive, landscaped condition consistent with the Community-Wide Standard. The Owner shall pay any costs which are not covered by insurance proceeds.

ARTICLE VIII MASTER DOCK PLAN; PRIVATE DOCKS AND JOINT DOCKS

8.1 Master Dock Plan. The Subdivision is subject to the Dock Master Plan approved by OCRM, pursuant to which the Owners of Lots 73-80 and 83 may be allowed to construct individual private docks for the sole and exclusive use of each such respective Owners (the "Private Docks"), except that the Lot 83 dock shall only be a "crabbing dock" as that term is defined by OCRM. In addition, the Owners of Lots 81 and 82 shall be allowed to construct one (1) shared dock for the joint use and enjoyment of said Lots 81 and 82 (the "Lots 81 and 82 Joint Dock"); and the Owners of Lots 84 and 85 shall be allowed to construct one (1) shared dock for the joint use and enjoyment of said Lots 84 and 85 (the "Lots 84 and 85 Joint Dock"). The Lots 84 and 85 Joint Dock shall only be a "crabbing dock" as that term is defined in OCRM. The Lots 81 and 82 Joint Dock, and the Lots 84 and 85 Joint Dock are hereinafter sometimes referred to collectively as the "Joint Docks." Lots 86, 87, and 89-94, Phase 1, shall have no docks appurtenant to such Lots. Each Private Dock shall be constructed at the sole cost and expense of the Owner or Owners of the Lot to which such Private Dock is appurtenant. The cost and expense of constructing the Lots 81 and 82 Joint Dock and the Lots 84 and 85 Joint Dock shall be allocated and apportioned in accordance with the provisions of Section 8.7 of this Declaration. NOTICE IS HEREBY GIVEN THAT DOCK MASTER PLAN APPROVAL BY OCRM DOES NOT GUARANTEE THE ISSUANCE OF ANY DOCK PERMITS AND IS ONLY USED AS A GUIDE BY OCRM IN MAKING PERMITTING DECISIONS.

8.2 Conditions and Provisions for Private Docks and Joint Docks. Notwithstanding anything contained herein to the contrary, the Private Docks and the Joint Docks shall be subject to (i) final permitting approval from OCRM and any other governmental agency having jurisdiction thereof; (ii) approval by the Architectural Review Board pursuant to Article X of this Declaration as to design, location, siting and construction materials, and (iii) approval by the Declarant so long as the Class "B" Control Period has not expired or terminated. In addition, all Private Docks and Joint Docks shall be constructed within the Dock Corridors as shown and depicted on the Dock Master Plan and in strict conformance with all other terms and provisions of this Declaration.

8.3 Application for Dock to OCRM. No application for any Private Dock or Joint Dock shall be submitted to OCRM which has not obtained the prior written approval of the Architectural

Review Board and the Declarant, except that no prior written approval of the Declarant shall be required following expiration or termination of the Class "B" Control Period.

8.4 Construction, Use and Maintenance of Docks. All Private Docks and Joint Docks shall be constructed, used and maintained in conformance with all applicable OCRM regulations and requirements and all applicable provisions of this Declaration. NOTHING CONTAINED IN THIS DECLARATION SHALL CONSTITUTE A REPRESENTATION, WARRANTY OR GUARANTY ON THE PART OF THE DECLARANT OR THE ASSOCIATION THAT OCRM SHALL GRANT A PERMIT FOR ANY PRIVATE DOCK OR JOINT DOCK.

8.5 Use of Docks. The use of all Private Docks and Joint Docks shall be limited to the Owner(s) of the Lots to which such docks are appurtenant, their immediate family, guests and invitees. The use of each such dock shall be limited to recreational purposes only and all commercial activities or moorings shall be prohibited. The Declarant or the Association may establish different and/or additional rules, uses and restrictions for any community dock which may be constructed as an appurtenance to the Common Area, and any such community dock, if constructed, shall be subject to all terms and provisions of (i) the Dock Master Plan, and (ii) all terms and provisions of any permit or permits therefor which may have been or which may hereafter be issued by OCRM.

8.6 Easements in Favor of the Association and OCRM. The Association and OCRM, and their authorized agents, shall have the right and easement to enter and go upon any Lots having a Joint Dock or Private Dock appurtenant thereto to inspect said Lots and Docks and take actions necessary to verify compliance with this Declaration and the Dock Master Plan, as the same may be amended or revised from time to time.

8.7 Additional Covenants, Conditions, Easements and Restrictions Relating to Lots 81, 82, 84 and 85 and the Lots 81 and 82 Joint Dock and the Lots 84 and 85 Joint Dock. In addition to the other provisions of this Declaration, Lots 81 and 82 and Lots 84 and 85, and the Lots 81 and 82 Joint Dock and the Lots 84 and 85 Joint Dock shall be subject to the following additional covenants, conditions, easements and restrictions which shall be binding upon the Owners of Lots 81 and 82 and the Owners of Lots 84 and 85, and binding upon all parties having any right, title or interest in any portion of said Lots, their heirs, successors, successors-in-title and assigns, and shall inure to the benefit of each such Owner thereof:

(a) Location of the Lots 81 and 82 Joint Dock and the Lots 84 and 85 Joint Dock. The Lots 81 and 82 Joint Dock shall be located on the common property line between Lots 81 and 82, and the Lots 84 and 85 Joint Dock shall be located on the common property line between Lots 84 and 85. Any other location for such Joint Dock shall be subject to approval by the Architectural Review Board, OCRM and the Declarant.

(b) Lots 81 and 82 Joint Dock Construction, Repair and Maintenance. The Lots 81 and 82 Joint Dock may be constructed jointly by the Owners of Lots 81 and 82, or the Lot

81 Owner or the Lot 82 Owner, at their option, may construct said Joint Dock. In any event, the Owners of Lots 81 and 82 shall be jointly and severally liable for all Joint Dock Expenses with respect to the Lots 81 and 82 Joint Dock. For purposes of this Declaration, the term "Joint Dock Expenses" shall mean all expenses (including, but not limited to, construction costs, insurance premiums, repairs, taxes, utilities, replacement costs, legal expenses and attorneys' fees, and permit fees of every type) associated with the construction, maintenance, repair and replacement of a Joint Dock. The Owners of Lot 81 and 82 shall be jointly and severally liable for the Joint Dock Expenses for the Lots 81 and 82 Joint Dock, irrespective of which Owner actually constructs said Joint Dock and irrespective of which Owner may advance such Joint Dock Expenses. To the extent either such Owner shall pay such Joint Dock Expenses, including any up-front construction costs or other expenses, such Owner shall be entitled to a reimbursement of half of such Joint Dock Expenses by the other Owner entitled to joint use and enjoyment of such Joint Dock, and such reimbursement of such Joint Dock Expenses shall be a condition precedent to the use and enjoyment of such Joint Dock by the non-contributing Owner. Notwithstanding anything contained herein to the contrary, in the event any repairs or replacement to such Joint Dock may be necessitated in whole or in part by the negligent or intentional actions of one Owner, its invitees, guests, tenants or family, such Owner shall be solely responsible to the non-responsible Owner for such repairs and/or replacement. If any such repairs or replacement are not performed or commenced within thirty (30) days of the event necessitating such repairs, the non-responsible Owner may make such repairs or replacement and shall be entitled to reimbursement from the responsible Owner within thirty (30) days of the submittal of invoices for such cost and expense. In the event the Owner of Lot 81 or the Owner of Lot 82 shall fail or refuse to pay its half of the Joint Dock Expenses to the other Owner as provided herein, including any up-front construction costs incurred by the other Owner entitled to the joint use and enjoyment of such Joint Dock, or if either Owner shall fail to reimburse the other Owner for the cost and expense of any repairs or replacement to such Joint Dock necessitated in whole or in part by the negligent or intentional actions of said Owner, its invitees, guests, tenants or family, such failure or refusal shall result in the suspension or termination of such joint usage with respect to such defaulting Owner, and the non-defaulting party may pursue any further remedy as set forth herein below, including the collection of such amounts due, plus reasonable attorneys fees and court costs.

(c) Lots 84 and 85 Joint Dock Construction, Repair and Maintenance. The Lots 84 and 85 Joint Dock may be constructed jointly by the Owners of Lots 84 and 85, or the Lot 84 Owner or the Lot 85 Owner may construct said Joint Dock. In any event, the Owners of Lots 84 and 85 shall be jointly and severally liable for all Joint Dock Expenses with respect to the Lots 84 and 85 Joint Dock. The Owners of Lot 84 and 85 shall be jointly and severally liable for the Joint Dock Expenses for the Lots 84 and 85 Joint Dock, irrespective of which Owner actually constructs said Joint Dock and irrespective of which Owner may advance such Joint Dock Expenses. To the extent either such Owner shall pay such Joint Dock Expenses, including any up-front construction costs or other expenses, such Owner shall be entitled to a reimbursement of half of such Joint Dock Expenses by the other Owner entitled

to joint use and enjoyment of such Joint Dock, and such reimbursement of such Joint Dock Expenses shall be a condition precedent to the use and enjoyment of such Joint Dock by the non-contributing Owner. Notwithstanding anything contained herein to the contrary, in the event any repairs or replacement to such Joint Dock may be necessitated in whole or in part by the negligent or intentional actions of one Owner, its invitees, guests, tenants or family, such Owner shall be solely responsible to the non-responsible Owner for such repairs and/or replacement. If any such repairs or replacement are not performed or commenced within thirty (30) days of the event necessitating such repairs, the non-responsible Owner may make such repairs or replacement and shall be entitled to reimbursement from the responsible Owner within thirty (30) days of the submittal of invoices for such cost and expense. In the event the Owner of Lot 84 or the Owner of Lot 85 shall fail or refuse to pay its half share of the Joint Dock Expenses to the other Owner as provided herein, including any up-front construction costs incurred by the other Owner entitled to the joint use and enjoyment of such Joint Dock, or if either Owner shall fail to reimburse the other Owner for the cost and expense of any repairs or replacement to such Joint Dock necessitated in whole or in part by the negligent or intentional actions of said Owner, its invitees, guests, tenants or family, such failure or refusal shall result in the suspension or termination of such joint usage with respect to such defaulting Owner, and the non-defaulting party may pursue any further remedy as set forth herein below, including the collection of such amounts due, plus reasonable attorneys fees and court costs.

(d) Joint Use and Enjoyment of Joint Docks. Except as hereinafter provided, Lots 81 and 82 shall be entitled to the joint use and enjoyment of the Lots 81 and 82 Joint Dock, and Lots 84 and 85 shall be entitled to the joint use and enjoyment of the Lots 84 and 85 Joint Dock. No other dock or docks may be constructed as an appurtenance to Lots 81 and 82 and Lots 84 and 85.

(e) Joint Dock Access Easement. For purposes of allowing access, ingress and egress to the Lots 81 and 82 Joint Dock and the Lots 84 and 85 Joint Dock, each such Lot which has a Joint Dock appurtenant thereto shall be subject to a common walkway or dock access easement ("the Dock Access Easement") upon, over and across an area which is seven and one-half (7-1/2) feet wide along each side of the common property line of Lots 81 and 82 and seven and one-half (7-1/2) feet wide along each side of the common property line of Lots 84 and 85 (for a total width of fifteen (15) feet), plus an area ten (10') feet in width adjacent to and parallel with the OCRM critical line on each such Lot (the Dock Access Easement Area"). Each such Dock Access Easement shall be a non-exclusive, perpetual, permanent, assignable, transmissible, commercial easement for purposes of pedestrian and boat access, ingress and egress over and across the respective Dock Access Easement Areas to the respective Joint Docks.

(f) Maintenance and Repair; Capital Improvements to Joint Docks. The Owners of Lots 81 and 82 and the Owners of Lots 84 and 85 agree to periodically confer with the other regarding the status of maintenance and repair with regard to the respective Joint Docks

and at all times exercise good faith and good judgment in dealing with matters of joint interest pertaining to said Joint Docks. The said Co-Owners further agree that the respective Joint Docks shall be maintained and repaired as a Joint Dock Expense of each of the two parties in interest thereto, such expense to be shared on an equal one-half basis. The respective Co-Owners agree to periodically confer with each other regarding the need for capital improvements to such Joint Dock and at all times exercise good faith and good judgment in dealing with the need for additional capital improvements to each such Joint Dock which are mutually beneficial. The respective Co-Owners further agree that if, in the opinion of either of the Co-Owners, capital improvements are advisable and if the other Co-Owner refuses to participate financially in the making of such capital improvements after reasonable written notice of not less than thirty (30) days setting forth the nature of such capital improvements, the other Co-Owner shall be authorized to make such capital improvements at its sole expense and the non-contributing Co-Owner shall not be liable for any portion of such cost, unless such capital improvements are required pursuant to the provisions of Section 8.7(b) or 8.7(c) hereof.

(g) **Remedies.** If any Owner of Lot 81, 82, 84 or 85 shall breach its covenants and agreements contained in this Article, or should payment for any Joint Dock Expense not be made in full to the other Owner or Owners within thirty (30) days of the due date therefor, then, in such event, the defaulting Lot Owner shall forfeit all right to use the Joint Dock unless and until full payment for such Joint Dock Expense is made with interest at the rate of one and one-half (1-1/2%) percent per month beginning thirty (30) days following the due date therefor. If said payment for any Joint Dock Expense is not made in full to the other Owner or Owners entitled thereto within forty-five (45) days of demand therefor, then, in such event, the non-defaulting Lot Owner shall have the right to seek any other legal or equitable remedy as a result of such default, including the right to place a lien on the defaulting Owner's Lot to secure payment of delinquent Joint Dock Expenses, as well as interest and costs of collection (including attorneys' fees and court costs). Such lien shall be superior to all other liens, except (i) the liens of all taxes, bonds, assessments and other levies which by law would be superior, (ii) the lien or charge of any first Mortgage of record (meaning any recorded Mortgage with first priority over other Mortgages) made in good faith and for value, and (iii) any lien for Assessments filed pursuant to Section 9.7 of this Declaration. Such lien, when delinquent, may be enforced by suit, judgment and judicial or non-judicial foreclosure in the same manner as Association liens as provided in Section 9.7 hereof.

(h) **Insurance.** Each Owner of Lots 81, 82, 84 and 85 shall, at their cost and expense, obtain and maintain at all times, liability insurance for the respective Joint Docks and Dock Access Easement Areas with a combined personal injury and property damage limit of not less than One Million and No/100ths (\$1,000,000.00) Dollars for each occurrence and not less than Two Million and No/100ths (\$2,000,000.00) Dollars in the aggregate insuring against all liability for any and all damages arising as a result of utilizing the subject Dock Access Easements herein granted, or for any damages which may arise from

the use of the Joint Dock by each party or by any invitees, licensees and guests coming upon the premises of the Joint Dock. Each party agrees to hold and save the other party harmless from any and all damages arising as a result of such Owner's use or the use by his or her invitees or guests of the Dock Access Easements or the Joint Docks.

8.8 Community and Neighborhood Docks. Any community dock or neighborhood dock which may, at Declarant's option, be built as an appurtenance to any portion of the Common Area, shall be subject to this Declaration, all rules and regulations promulgated by the Declarant or the Association and subject to all terms and conditions of the Dock Master Plan including, without limitation, the following restrictions: (i) no permanent boat moorage of any kind shall be permitted at any such community dock; and (ii) the community docks shall be subject to any terms and conditions of any final OCRM permit authorizing the construction of same, and may or may not have a float, as determined by OCRM in the permitting process. The neighborhood dock located near Lot 62 and the eastern end of Gregorie Commons shall be deemed an Exclusive Common Area, reserved for the exclusive use of the Owners of Lots 57 through 66. Future Phases of the Subdivision may include one or more Community Docks which may be designated as an Exclusive Common Area reserved for the exclusive use of certain Lots in such additional Phase or Phases. The Community Dock to be constructed as an appurtenance to the Common Area located between Lots 77 and 78, as shown on the Subdivision Plat, shall be for the joint use and benefit of all Lots within the Subdivision, including future phases thereof.

ARTICLE IX ASSESSMENTS

9.1 Creation of Assessments. There are hereby created assessments for Association expenses as the Board may specifically authorize from time to time. There shall be three (3) types of assessments: (a) General Assessments to fund Common Expenses for the general benefit of all Lots; (b) Special Assessments as described in Section 9.4; and (c) Specific Assessments as described in Section 9.5. Each Owner, by accepting a deed or entering into a recorded contract of sale for any portion of the Property, is deemed to covenant and agree to pay these assessments.

All assessments, together with interest at a rate to be set by the Board, (subject to the maximum interest rate limitations of South Carolina law), late charges in such amount as the Board may establish by resolution, costs, and reasonable attorneys' fees, shall be a charge and continuing lien upon each Lot against which the assessment is made until paid, as more particularly provided in Section 9.6. Each such assessment, together with interest, late charges, costs, and reasonable attorneys' fees, also shall be the personal obligation of the Person who was the Owner of such Lot at the time the assessment arose. Upon a transfer of title to a Lot, the grantee shall be jointly and severally liable for any assessments and other charges due at the time of conveyance. However, no first Mortgagee who obtains title to a Lot by exercising the remedies provided in its Mortgage shall be liable for unpaid assessments which accrued prior to such acquisition of title.

The Association shall, upon request, furnish to any Owner liable for any type of assessment a certificate in writing signed by an Association officer setting forth whether such assessment has been paid. Such certificate shall be conclusive evidence of payment. The Association may require the advance payment of a reasonable processing fee for the issuance of such certificate. Assessments shall be paid in such manner and on such dates as the Board may establish, which may include discounts for early payment or similar time/price differentials. The Board may require advance payment of assessments at closing of the transfer of title to a Lot and impose special requirements for Owners with a history of delinquent payment. If the Board so elects, assessments may be paid in two or more installments. Unless the Board otherwise provides, the General Assessment shall be due and payable in advance on the first day of each fiscal year. If any Owner is delinquent in paying any assessments or other charges levied on his Lot, the Board may require any unpaid installments of all outstanding assessments to be paid in full immediately.

No Owner may exempt himself from liability for assessments by non-use of Common Area, including Exclusive Common Area reserved for such Owner's use, abandonment of his Lot, or any other means. The obligation to pay assessments is a separate and independent covenant on the part of each Owner. No diminution or abatement of assessments or set-off shall be claimed or allowed for any alleged failure of the Association or Board to take some action or perform some function required of it, or for inconvenience or discomfort arising from the making of repairs or improvements, or from any other action it takes.

The Association is specifically authorized to enter into subsidy contracts or contracts for "in kind" contribution of services, materials, or a combination of services and materials with the Declarant or other entities for payment of Common Expenses.

9.2 Computation of General Assessment. At least thirty (30) days before the beginning of each fiscal year, the Board shall prepare a budget covering the estimated Common Expenses during the coming year, including a capital contribution to establish a reserve fund in accordance with a budget separately prepared as provided in Section 9.3.

General Assessments shall be levied equally against all Lots and shall be set at a level which is reasonably expected to produce total income for the Association equal to the total budgeted Common Expenses, including reserves. In determining the total funds to be generated through the levy of General Assessments, the Board, in its discretion, may consider other sources of funds available to the Association, including any surplus from prior years and any assessment income expected to be generated from any additional Lots reasonably anticipated to become subject to assessment during the fiscal year.

So long as the Declarant has the right unilaterally to annex Additional Property pursuant to Article II, the Declarant may, but shall not be obligated to, reduce the General Assessment for any fiscal year by payment of a subsidy, which may be treated as either a contribution or an advance against future assessments due from the Declarant, or a loan, in the Declarant's discretion. Any such subsidy shall be conspicuously disclosed as a line item in the Common

Expense budget and the treatment of such subsidy shall be made known to the membership. The payment of such subsidy in any year shall under no circumstances obligate the Declarant to continue payment of such subsidy in future years, unless otherwise provided in a written agreement between the Association and the Declarant.

The Board shall send a copy of the budget and notice of the amount of the General Assessment for the following year to each Owner at least fifteen (15) days prior to the beginning of the fiscal year for which it is to be effective. Such budget and assessment shall become effective unless disapproved at a meeting by Voting Members representing at least 75% of the total Class "A" votes in the Association, and by the Class "B" Member, if such exists. There shall be no obligation to call a meeting for the purpose of considering the budget except on petition of the Voting Members as provided for special meetings in Section 2.4 of the By-Laws, which petition must be presented to the Board within 10 days after delivery of the notice of assessments.

If the proposed budget is disapproved or the Board fails for any reason to determine the budget for any year, then until such time as a budget is determined, the budget in effect for the immediately preceding year shall continue for the current year, adjusted to take into account any increase in the Consumer Price Index-US All Cities Average for the preceding year, and also adjusted for any uncontrollable charges such as taxes, insurance and utilities.

9.3 Reserve Budget and Capital Contribution. The Board shall annually prepare a reserve budget which takes into account the number and nature of replaceable assets within the Area of Common Responsibility, the expected life of each asset, and the expected repair or replacement cost. The Board shall set the required capital contribution to such reserve in an amount sufficient to permit meeting the projected needs of the Association, as shown on the budget, with respect both to amount and timing by annual General Assessments, over the budget period.

9.4 Special Assessments. In addition to other authorized assessments, the Board may levy Special Assessments from time to time to cover unbudgeted expenses or expenses in excess of those budgeted. Any such Special Assessment may be levied against the entire membership. Any Special Assessment shall require the written consent of the Class "B" Member, if such exists. Special Assessments shall be payable in such manner and at such times as determined by the Board, and may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved.

9.5 Specific Assessments. The Board shall have the power to levy Specific Assessments against a particular Lot or Lots as follows:

- (a) to cover the costs, including overhead and administrative costs, of providing benefits, items, or services to the Lot(s) or occupants thereof upon request of the Owner pursuant to a menu of special services which the Board may from time to time authorize to be offered to Owners and occupants (which might include, without limitation, landscape maintenance, pest control, etc.), which assessments

may be levied in advance of the provision of the requested benefit, item or service as a deposit against charges to be incurred by the Owner;

(b) to cover costs of providing, maintaining and operating recreational facilities as Exclusive Common Area for the benefit of the Owners and occupants of less than all Lots;

(c) to cover costs incurred in bringing the Lot(s) into compliance with the terms of this Declaration, any applicable Supplemental Declaration, the By-Laws or rules, or costs incurred as a consequence of the conduct of the Owner or occupants of the Lot, their agents, contractors, employees, licensees, invitees, or guests; provided, the Board shall give the Lot Owner prior written notice and an opportunity for a hearing, in accordance with the By-Laws, before levying any Specific Assessment under this subsection (b).

9.6 Lien for Assessments. The Association shall have a lien against each Lot to secure payment of delinquent assessments, as well as interest and late charges (subject to the limitations of South Carolina law), and costs of collection (including attorneys' fees). Such lien shall be superior to all other liens, except (a) the liens of all taxes, bonds, assessments, and other levies which by law would be superior, and (b) the lien or charge of any first Mortgage of record (meaning any recorded Mortgage with first priority over other Mortgages) made in good faith and for value. Such lien, when delinquent, may be enforced by suit, judgment, and judicial or nonjudicial foreclosure. The Association may bid for the Lot, at the foreclosure sale and acquire, hold, lease, mortgage, and convey the Lot. While a Lot is owned by the Association following foreclosure: (a) no right to vote shall be exercised on its behalf; (b) no assessment shall be levied on it; and (c) each other Lot shall be charged, in addition to its usual assessment, its prorata share of the assessment that would have been charged such Lot had it not been acquired by the Association. The Association may sue for unpaid assessments and other charges authorized hereunder without foreclosing or waiving the lien securing the same.

The sale or transfer of any Lot shall not affect the assessment lien or relieve such Lot from the lien for any subsequent assessments. However, the sale or transfer of any Lot pursuant to foreclosure of the first Mortgage shall extinguish the lien as to any installments of such assessments due prior to such sale or transfer. A Mortgagee or other purchaser of a Lot who obtains title pursuant to foreclosure of the Mortgage shall not be personally liable for assessments on such Lot due prior to such acquisition of title. Such unpaid assessments shall be deemed to be Common Expenses collectible from Owners of all Lots subject to assessment under Section 9.2, including such acquirer, its successors and assigns.

9.7 Date of Commencement of Assessments. The obligation to pay assessments shall commence as to each Lot on the date that such Lot is conveyed to an Owner other than the Declarant, or the date on which the Board first determines a budget and levies assessments pursuant to this Article, whichever is later. The first annual General Assessment levied on each Lot shall be adjusted

according to the number of days remaining in the fiscal year at the time Assessments commence on the Lot.

9.8 Failure to Assess. Failure of the Board to fix assessment amounts or rates or to deliver or mail each Owner an assessment notice shall not be deemed a waiver, modification, or a release of any Owner from the obligation to pay assessments. In such event, each Owner shall continue to pay General Assessments on the same basis as during the last year for which an assessment was made, if any, until a new assessment is levied, at which time the Association may retroactively assess any shortfalls in collections.

9.9 Exempt Property. The following property shall be exempt from payment of General Assessments and Special Assessments and Specific Assessments:

- (a) All Common Area and such portions of the Property owned by the Declarant;
- (b) Any property dedicated to and accepted by any governmental authority or public utility; and
- (c) Unsubdivided land and/or undeveloped or unsold Lots owned by the Declarant.

9.10 Capitalization of Association. Upon acquisition of record title to a Lot by the first Owner thereof other than the Declarant, a contribution shall be made by or on behalf of the purchaser to the working capital of the Association in an amount equal to one-sixth of the annual General Assessment per Lot for that year. This amount shall be in addition to, not in lieu of, the annual General Assessment and shall not be considered an advance payment of such assessment. This amount shall be deposited with the Association for use in covering operating expenses and other expenses incurred by the Association pursuant to this Declaration and the By-Laws.

ARTICLE X ARCHITECTURAL STANDARDS

10.1 General. No structure (including, without limitation, houses, garages, storage sheds, fences, docks and ancillary structures) shall be placed, erected, or installed upon any Lot, and no improvements (including staking, clearing, excavation, grading and other site work, exterior alteration of existing improvements, and planting or removal of landscaping materials) shall take place except in compliance with this Article, and with the approval of the ARB (as hereinafter defined), unless exempted from the application and approval requirements pursuant to the provisions hereof.

Any Owner may remodel, paint or redecorate the interior of structures on its Lot without approval. However, modifications to the interior of screened porches, patios, and similar

portions of a Lot visible from outside the structures on the Lot shall be subject to ARB approval. No ARB approval shall be required to repaint the exterior of a structure in accordance with the originally approved color scheme or to rebuild in accordance with originally approved plans and specifications.

All dwellings constructed on any portion of the Property shall be designed by and built in accordance with the plans and specifications of a licensed architect or other qualified building designer.

This Article shall not apply to the activities of the Declarant, nor to improvements to the Common Area by or on behalf of the Association or to improvements to the Area of Common Responsibility.

This Article may not be amended without the Declarant's written consent so long as the Class "B" Control Period has not expired or so long as Declarant owns any land subject to annexation to this Declaration.

10.2 Architectural Review. Responsibility for administration of the Design Guidelines and review of all applications for construction and modifications under this Section shall be handled by the Architectural Review Board (the "ARB"), the members of which need not be Members of the Association or representatives of Members, and may, but need not, include architects, landscape architects, engineers or similar professionals, whose compensation, if any, shall be established from time to time by the Board. The Board may establish and charge reasonable fees for review of applications hereunder and may require such fees to be paid in full prior to review of any application. Such fees may include the reasonable costs incurred by the committees in having any application reviewed by architects, engineers or other professionals.

10.3 Architectural Review Board. The ARB shall consist of at least three, but not more than five, persons and shall have exclusive jurisdiction over all original construction on any portion of the Property, and all subsequent modifications, additions or alterations thereto. Until expiration or termination of the Class "B" Control Period, the Declarant retains the right to appoint all members of the ARB, who shall serve at the Declarant's discretion. There shall be no surrender of this right prior to that time except in a written instrument in recordable form executed by Declarant. Upon the expiration of such right, the Board shall appoint the members of the ARB, who shall thereafter serve and may be removed in the Board's discretion.

10.4 Design Guidelines. The Declarant shall prepare the initial Design Guidelines for the Property. The Design Guidelines may contain general provisions applicable to all of the Property, as well as specific provisions which vary according to land use and from one portion of the Property to another depending upon the location, unique characteristics, and intended use. The Design Guidelines are intended to provide guidance to Owners and Builders regarding matters of particular concern to the committees in considering applications hereunder. The Design Guidelines are not the

exclusive basis for decisions of the ARB and compliance with the Design Guidelines does not guarantee approval of any application.

The ARB shall adopt such Design Guidelines at its initial organizational meeting and thereafter shall have sole and full authority to amend them, except that no amendment shall be effective without Declarant's consent and approval so long as the Class "B" Control Period has not expired or terminated. The Declarant may also unilaterally amend the Design Guidelines so long as the Class "B" Control Period has not expired or terminated. Any amendments to the Design Guidelines shall be prospective only and shall not apply to require modifications to or removal of structures previously approved once the approved construction or modification has commenced. Except as provided herein, there shall be no limitation on the scope of amendments to the Design Guidelines, and the ARB (with the Declarant's consent and approval during the Class "B" Control Period) and the Declarant are expressly authorized to amend the Design Guidelines to remove requirements previously imposed or otherwise to make the Design Guidelines more or less restrictive.

The ARB shall make the Design Guidelines available to Owners and Builders who seek to engage in development or construction within the Property. In the Declarant's discretion, such Design Guidelines may be recorded in the Public Records, in which event the recorded version, as it may be amended from time to time, shall control in the event of any dispute as to which version of the Design Guidelines was in effect at any particular time.

The ARB or the Declarant may promulgate detailed procedures and standards governing its area of responsibility, consistent with those set forth in the Design Guidelines and subject to review and approval or disapproval by the Declarant during the Class "B" Control Period. Any architectural guidelines and standards adopted by the ARB may be more restrictive than the Design Guidelines, but under no circumstances shall they be inconsistent with the Design Guidelines.

10.5 Design Procedures. Plans and specifications showing the nature, kind, shape, color, size, materials, and location of all proposed structures and improvements shall be submitted to the ARB for review and approval (or disapproval). In addition, information concerning irrigation systems, drainage, lighting, landscaping and other features of proposed construction shall be submitted as applicable. In reviewing each submission, the ARB may consider the quality of workmanship and design, harmony of external design with existing structures, and location in relation to surrounding structures, topography, and finish grade elevation, among other things. Decisions of the ARB may be based on purely aesthetic considerations. Each Owner acknowledges that opinions on aesthetic matters are subjective and may vary as ARB members change over time. In the event that the ARB fails to approve or to disapprove any application within 30 days after submission of all information and materials reasonably requested, the application shall be deemed approved. However, no approval, whether expressly granted or deemed granted pursuant to the foregoing, shall be inconsistent with the Design Guidelines unless a variance has been granted in writing by the ARB pursuant to Section 10.7. Notwithstanding the above, the ARB by resolution

may exempt certain activities from the application and approval requirements of this Section, provided such activities are undertaken in strict compliance with the requirements of such resolution.

10.6 No Waiver of Future Approvals. Approval of proposals, plans and specifications, or drawings for any work done or proposed, or in connection with any other matter requiring approval, shall not be deemed to constitute a waiver of the right to withhold approval as to any similar proposals, plans and specifications, drawings, or other matters subsequently or additionally submitted for approval.

10.7 Variance. The ARB may authorize variances from compliance with any of its guidelines and procedures when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations require, but only in accordance with duly adopted rules and regulations. Such variances may only be granted, however, when unique circumstances dictate and no variance shall (a) be effective unless in writing; (b) be contrary to the general meaning and intent of this Declaration; or (c) estop the ARB from denying a variance in other circumstances. For purposes of this Section, the inability to obtain approval of any governmental agency, the issuance of any permit, or the terms of any financing shall not be considered a hardship warranting a variance.

10.8 Limitation of Liability. Review and approval of any application pursuant to this Article is made on the basis of aesthetic considerations only and the ARB shall not be responsible for ensuring the structural integrity or soundness of approved construction or modifications, nor for ensuring compliance with building codes and other governmental requirements. Neither the Declarant, the Association, the Board, the ARB, or any member of any of the foregoing shall be held liable for any injury, damages, or loss arising out of the manner or quality of approved construction on or modifications to any Lot. In all matters, the ARB and its members shall be defended and indemnified by the Association as provided in Section 5.6.

10.9 Enforcement. Any structure or improvement placed or made in violation of this Article shall be deemed to be nonconforming. Upon written request from the Board or the Declarant, Owners shall, at their own cost and expense, remove such structure or improvement and restore the property to substantially the same condition as existed prior to the nonconforming work. Should an Owner fail to remove and restore as required, the Board or its designees shall have the right to enter the property, remove the violation, and restore the property to substantially the same condition as previously existed. All costs, together with interest at the rate of 1.5% per month (not to exceed the maximum rate then allowed by law), may be assessed against the applicable Lot and collected as a Specific Assessment.

Unless otherwise specified in writing by the ARB, all approvals granted hereunder shall be deemed conditioned upon completion of all elements of the approved work and all work previously approved with respect to the same Lot, unless approval to modify any application has been obtained. In the event that any Person fails to commence and diligently pursue to completion all approved work, the Association shall be authorized, after notice to the Owner of the Lot and an opportunity to be heard in accordance with the By-Laws, to enter upon the Lot and remove or

complete any incomplete work and to assess all costs incurred against the Lot and the Owner thereof as a Specific Assessment.

Any contractor, subcontractor, agent, employee, or other invitee of an Owner who fails to comply with the terms and provisions of this Article and the Design Guidelines may be excluded by the Board from the Property, subject to the notice and hearing procedures contained in the By-Laws. In such event, neither the Association, its officers, or directors shall be held liable to any Person for exercising the rights granted by this paragraph.

In addition to the foregoing, the Association shall have the authority and standing to pursue all legal and equitable remedies available to enforce the provisions of this Article and the decisions of the ARB.

ARTICLE XI USE RESTRICTIONS AND RULES

11.1 Plan of Development; Applicability; Effect. Declarant has established a general plan of development for the Property as a master planned community in order to enhance all Owners' quality of life and collective interests, the aesthetics and environment within the Property, and the vitality of and sense of community within the Property, all subject to the Board's and the Members' ability to respond to changes in circumstances, conditions, needs, and desires within the master planned community and to regulate and control the Area of Common Responsibility. The Property is subject to the Design Guidelines, the land development, architectural, and design provisions described in Article X, the other provisions of this Declaration governing individual conduct and uses of and actions upon the Property, and the Use Restrictions and Rules promulgated pursuant to this Declaration, all of which establish affirmative and negative covenants, easements, and restrictions on the Property.

All provisions of this Declaration and any Association rules shall apply to all Owners, occupants, tenants, guests and invitees of any Lot. Any lease on any Lot shall provide that the lessee and all occupants of the leased Lot shall be bound by the terms of this Declaration, the By-Laws, and the rules of the Association.

11.2 Authority to Promulgate Use Restrictions and Rules. The initial Use Restrictions and Rules applicable to all of the Property are hereinafter set forth in this Article XI. Subject to the terms of this Article, the initial Use Restrictions and Rules may be modified in whole or in part, repealed or expanded as follows:

- (a) Subject to the Board's duty to exercise business judgment and reasonableness on behalf of the Association and its Members, the Board may adopt rules which modify, cancel, limit, create exceptions to, or expand the initial Use Restrictions and Rules. The Board shall send notice by mail to all Owners concerning any such proposed action at least five business days prior to the Board

meeting at which such action is to be considered. Voting Members shall have a reasonable opportunity to be heard at a Board meeting prior to such action being taken.

Such action shall become effective unless disapproved at a meeting by Voting Members representing at least 51% of the total Class "A" votes in the Association and by the Class "B" Member, if any. The Board shall have no obligation to call a meeting of the Voting Members to consider disapproval except upon petition of the Voting Members as required for special meetings in the By-Laws. If the Voting Members request a meeting to consider disapproval of a Board adopted rule prior to the effective date of such rule, the rule may not become effective until after such meeting is held.

(b) Alternatively, the Voting Members, at a meeting duly called for such purpose as provided in the By-Laws, may adopt rules which modify, cancel, limit, create exceptions to, or expand the use restrictions and rules previously adopted, by a vote of Voting Members representing 51% of the total Class "A" votes in the Association and the approval of the Class "B" Member, if any.

(c) At least 30 days prior to the effective date of any action taken under subsections (a) or (b) of this Section, the Board shall send a copy of the rule to each Owner. The Association shall provide, without cost, a copy of the use restrictions and rules then in effect to any requesting Member or Mortgagee.

(d) Nothing in this Section shall authorize the Board or the Voting Members to modify, repeal or expand the Design Guidelines during the Class "B" Control Period, without the Declarant's consent. In the event of a conflict between the Design Guidelines and the Use Restrictions and Rules, the Design Guidelines shall control.

11.3 Owners' Acknowledgment and Notice to Purchasers. All Owners and occupants of Lots and purchasers are given notice that use of the Lots is limited by the Use Restrictions and Rules as they may be amended, expanded and otherwise modified hereunder. Each Owner, by acceptance of a deed or entering into a contract for the purchase of a Lot, acknowledges and agrees that the use and enjoyment and marketability of his or her Lot can be affected and that the Use Restrictions and Rules may change from time to time.

11.4 Rights of Owners. Except as may be specifically set forth in this Declaration (either initially or by amendment), neither the Board nor the Voting Members may adopt any rule in violation of the following provisions:

(a) Equal Treatment. Similarly situated Owners and occupants shall be treated similarly.

(b) Speech. The rights of Owners and occupants to engage in political speech in or on their Lots shall not be abridged, except that the Association may adopt time, place, and manner restrictions.

(c) Religious and Holiday Displays. The rights of Owners to display religious and holiday signs, symbols, and decorations inside structures on their Lots of the kinds normally displayed in residences located in single-family residential neighborhoods shall not be abridged, except that the Association may adopt time, place, and manner restrictions on such displays.

(d) Household Composition. No rule shall interfere with the freedom of occupants of Lots to determine the composition of their households, except that the Association shall have the power to require that all occupants be members of a single housekeeping Lot and to limit the total number of occupants permitted in each Lot on the basis of the size and facilities of the Lot and its fair use of the Common Area.

(e) Activities Within Dwellings. No rule shall interfere with the activities carried on within the confines of dwellings, except that the Association may prohibit activities not normally associated with property restricted to residential use, and it may restrict or prohibit any activities that create monetary costs for the Association or other Owners, that create a danger to the health or safety of occupants of other Lots, that generate excessive noise or traffic, that create unsightly conditions visible outside the dwelling, or that create an unreasonable source of annoyance.

(f) Allocation of Burdens and Benefits. No rule shall alter the rights to use the Common Area to the detriment of any Owner over that Owner's objection expressed in writing to the Association. Nothing in this provision shall prevent the Association from changing the Common Areas available, from adopting generally applicable rules for use of Common Area, from denying use privileges to those who abuse the Common Area, violate rules or this Declaration, or fail to pay assessments, or from granting others rights in and to the Common Areas as provided elsewhere in this Declaration. This provision does not affect the right to increase the amount of assessments as provided in Article IX.

(g) Reasonable Rights to Develop. No rule or action by the Association or Board shall unreasonably impede the Declarant's right to develop the Property.

(h) Abridging Existing Rights. If any rule would otherwise require Owners or occupants of Lots to dispose of personal property which they maintained in or on the Lot prior to the effective date of such rule, or to vacate a Lot in which they resided prior to the effective date of such rule, and such property was maintained or such occupancy was in compliance with this Declaration and all rules previously in force, such rule shall not apply to any such Owners without their written consent.

The limitations in this Section 11.4 shall apply to rules only; they shall not apply to amendments to this Declaration adopted in accordance with Section 15.5.

11.5 General. The Property shall be used for single-family residential, recreational, and related purposes (which may include, without limitation, an information center and/or a sales office for any real estate broker retained by the Declarant to assist in the sale of property described on Exhibits "A" or "B", offices for any property manager retained by the Association, or business offices for the Declarant or the Association) consistent with this Declaration and any Supplemental Declaration.

11.6 Restricted Activities. The following activities are prohibited within the Property unless expressly authorized by, and then subject to such conditions as may be imposed by, the Board of Directors:

(a) Parking of commercial vehicles or equipment, mobile homes, recreational vehicles, golf carts, boats and other water craft, trailers, stored vehicles or in operable vehicles in places other than enclosed garages or docks approved in accordance with this Declaration; provided, construction, service and delivery vehicles shall be exempt from this provision during daylight hours for such period of time as is reasonably necessary to provide service or to make a delivery to a Lot or the Common Area;

(b) Raising, breeding or keeping of animals, livestock, or poultry of any kind, except that a reasonable number of dogs, cats, or other usual and common household pets may be permitted in a Lot; however, those pets which are permitted to roam free, or, in the sole discretion of the Board, make objectionable noise, endanger the health or safety of, or constitute a nuisance or inconvenience to the occupants of other Lots shall be removed upon request of the Board. If the pet owner fails to honor such request, the Board may remove the pet. Dogs shall be kept on a leash or otherwise confined in a manner acceptable to the Board whenever outside the dwelling. Pets shall be registered, licensed and inoculated as required by law;

(c) Any activity which emits foul or obnoxious odors outside the Lot or creates noise or other conditions which tend to disturb the peace or threaten the safety of the occupants of other Lots;

(d) Pursuit of hobbies or other activities which tend to cause an unclean, unhealthy or untidy condition to exist outside of enclosed structures on the Lot;

(e) Any noxious or offensive activity which in the reasonable determination of the Board tends to cause embarrassment, discomfort, annoyance, or nuisance to persons using the Common Area or to the occupants of other Lots

(f) Outside burning of trash, leaves, debris or other materials, except during the normal course of constructing a dwelling on a Lot;

(g) Use or discharge of any radio, loudspeaker, horn, whistle, bell, or other sound device so as to be audible to occupants of other Lots, except alarm devices used exclusively for security purposes;

(h) Dumping of grass clippings, leaves or other debris, petroleum products, fertilizers, or other potentially hazardous or toxic substances in any drainage ditch, stream, pond, or lake, or elsewhere within the Property, except that fertilizers may be applied to landscaping on Lots provided care is taken to minimize runoff, and Declarant and Builders may dump and bury rocks and trees removed from a building site on such building site;

(i) Accumulation of rubbish, trash, or garbage except between regular garbage pick ups, and then only in approved containers and screened from view from streets and other Lots;

(j) Obstruction or rechanneling of drainage flows after location and installation of drainage swales, storm sewers, or storm drains, except that the Declarant and the Association shall have such right; provided, the exercise of such right shall not materially diminish the value of or unreasonably interfere with the use of any Lot without the Owner's consent;

(k) Subdivision of a Lot into two or more Lots, or changing the boundary lines of any Lot after a subdivision plat including such Lot has been approved and filed in the Public Records, except that the Declarant shall be permitted to recombine, subdivide or replat Lots which it owns;

(l) Discharge of firearms, firecrackers and other fireworks; provided, the Board shall have no obligation to take action to prevent or stop such discharge;

(m) On-site storage of gasoline, heating, or other fuels, except that a reasonable amount of fuel may be stored on each Lot for emergency purposes and operation of lawn mowers and similar tools or equipment, and the Association shall be permitted to store fuel for operation of maintenance vehicles, generators, and similar equipment;

(n) Any business or trade which is not expressly permitted under this Declaration, or any garage sale, moving sale, rummage sale, or similar activity, except that an Owner or occupant residing in a Lot may conduct business activities within the Lot so long as:

(i) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the Lot;

(ii) the business activity conforms to all zoning requirements of the City of Charleston for the Property;

(iii) the business activity does not involve regular visitation of the Lot by clients, customers, suppliers, or other business invitees or door-to-door solicitation of residents of the Property; and

(iv) the business activity is consistent with the residential character of the Property and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Property, as may be determined in the sole discretion of the Board. The terms "business" and "trade," as used in this provision, shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (a) such activity is engaged in full or part-time, (b) such activity is intended to or does generate a profit, or (c) a license is required.

The leasing of a Lot shall not be considered a business or trade within the meaning of this subsection so long as such lease conforms to all other requirements of this Declaration. This subsection shall not apply to any activity conducted by the Declarant or a Builder approved by the Declarant with respect to its development and sale of the Property or its use of any Lots which it owns within the Property, including the operation of a timeshare or similar program;

(o) Capturing, trapping or killing of wildlife within the Property, except in circumstances posing an imminent threat to the safety of persons using the Property. Nothing contained herein shall prohibit fishing, shrimping or crabbing from any dock or docks within the Property which are constructed in accordance with the provisions hereof;

(p) Any activities which materially disturb or destroy the vegetation, wildlife, wetlands, or air quality within the Property or which use excessive amounts of water or which result in unreasonable levels of sound or light pollution;

(q) Conversion of any carport or garage to finished space for use as an apartment or other integral part of the living area on any Lot without the prior approval of the ARB pursuant to Article X; and

(r) Any construction, erection, or placement of any thing, permanently or temporarily, on the outside portions of the Lot, whether such portion is improved or unimproved, except in strict compliance with the provisions of Article X of this Declaration. This shall include, without limitation, signs, basketball hoops, swing sets and similar sports and play equipment; clotheslines; garbage cans; woodpiles; above-ground swimming pools; docks, piers and similar structures; antennas, satellite dishes, or other apparatus for the transmission or reception of television, radio, satellite, or other signals of any kind; and hedges, walls, dog runs, animal pens, or fences of any kind.

11.7 Prohibited Conditions. The following shall be prohibited within the Property:

(a) Plants, animals, devices or other things of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Property;

(b) Structures, equipment or other items on the exterior portions of a Lot which have become rusty, dilapidated or otherwise fallen into disrepair;

(c) Sprinkler or irrigation systems or wells of any type which draw upon water from lakes, creeks, streams, rivers, ponds, wetlands, canals, or other ground or surface waters within the Property, except that Declarant and the Association shall have the right to draw water from such sources.

(d) Window air-conditioning units; and

(e) Use of any Lot for operation of a timesharing, fraction-sharing, or similar program whereby the right to exclusive use of the Lot rotates among participants in the program on a fixed or floating time schedule over a period of years, except that Declarant and its assigns may operate such a program with respect to Lots which it owns.

11.8 Leasing of Lots. "Leasing," for purposes of this Declaration, is defined as regular, exclusive occupancy of a Lot by any person other than the Owner, for which the Owner receives any consideration or benefit, including, but not limited to, a fee, service, gratuity, or emolument. All leases shall be in writing. The Board may require a minimum lease term of twelve (12) months. Notice of any lease, together with such additional information as may be required by the Board, shall be given to the Board by the Lot Owner within 10 days of execution of the lease. The Owner must make available to the lessee copies of the Declaration and the By-Laws.

11.9 Landscape Buffers. There is hereby created on Lots 67-72, Phase 1, a twenty-five (25') foot Landscape Buffer (the "Landscape Buffer"), as more particularly shown on the Subdivision Plat. Except for bike/pedestrian paths and irrigation systems and underground utilities, no structures or improvements of any nature shall be constructed, erected, or placed within the Landscape Buffers, and all plantings of any nature shall be subject to Declarant approval, for so long as the Class B Control Period has not expired, and ARB approval. Any tree or bush removal within the Landscape Buffers shall be prohibited unless approved by the ARB. The Declarant and the Association shall have the right, but not the obligation, to maintain the Landscape Buffer, to include the planting of additional grasses, plants, trees, and other landscape materials therein, as more particularly set forth in Section 12.12 hereof. No driveways may be placed within any such Landscape Buffer, it being the intent of this Declaration to require each Lot Owner whose Lot is encumbered by such Landscape Buffer to place any such driveway within that portion of such Lot which is not encumbered by such Landscape Buffer, as shown on the Subdivision Plat. Any landscaping of the Landscape Buffers may be supplemented and augmented by the respective Lot Owners, provided that any such additional landscaping is approved by Declarant and the ARB as provided herein. Additional Landscape Buffers may be created on any future Phases of the Subdivision.

11.10 Use and Height Restrictions. No structure shall be erected, placed or permitted to remain on any Lot other than one (1) detached single-family residential dwelling and appurtenant structures approved by the ARB, not to exceed two and one-half (2 ½) stories of Living Space above the FEMA flood zone, and in no instance shall any residence exceed forty-two (42') feet in height above existing grade; provided, however, that if the City of Charleston shall impose a lower height restriction, such lower height restriction shall apply unless the Owner of the applicable Lot shall obtain a variance therefor from the City of Charleston. In no event shall such height exceed forty-two (42') feet above existing grade. For purposes of this Section, the first parking level or deck underneath a building built at or above grade shall not be considered a story.

11.11 Setbacks and Building Lines. Each dwelling which shall be erected on any Lot shall be situated on such Lot in accordance with the building and setback codes of the City of Charleston, South Carolina. However, in each case individual setbacks and sidelines must be approved by the Declarant or the ARB for its aesthetic value and the Declarant or ARB may require a more stringent setback so long as the required setback does not violate the setback requirements of the City of Charleston, South Carolina. The Declarant or ARB shall have the power and authority to promulgate and publish setback requirements for each Lot. In certain cases, the Declarant or Architectural Review Board may require an Owner to seek a variance from the City of Charleston, South Carolina if necessary to protect important trees or vistas or to preserve aesthetic value. No variance shall be granted with respect to the Special Building Setbacks as described in Section 11.12 hereof.

11.12 OCRM/Corps Special Setbacks. OCRM and the U. S. Army Corps of Engineers (the "Corps") have imposed certain special setbacks (the "Special Building Setbacks") on all marshfront Lots, as more particularly set forth in the OCRM/Corps Declaration. All such marshfront Lots and/or marshfront Common Areas shall be subject to all provisions of the OCRM/Corps Declaration, including all upland buffer and building setback requirements and provisions thereof.

11.13 Timely Construction Progress. Once construction of improvements on a residence is started on any Lot, the improvements must be substantially completed within nine (9) months from commencement of construction and all landscaping must be completed within ninety (90) days after completion of the improvements or residence. All construction sites must be maintained in an orderly fashion and all construction debris must be placed in a trash container or removed within forty-eight (48) hours.

11.14 Material Restriction. All structures constructed or placed on any Lot shall be built of substantially new material and no used structures shall be relocated or placed on any such Lot.

11.15 Re-Building Requirement. Any dwelling or out-building on any Lot which may be destroyed in whole or in part by fire, windstorm or for any other cause or act of God must be rebuilt or all debris removed and the Lot restored to a natural condition with reasonable promptness, provided, however, that in no event shall such debris remain longer than three (3) months.

11.16 Elevation and Drainage Changes. No changes in the elevation, topography or drainage characteristics of the Subdivision shall be made on the premises without the prior written approval of the ARB nor shall any fill be used to extend any Property beyond any boundary line of any waterfront Property.

11.17 Tree Removal. No trees or bushes of any kind shall be removed from any Lot without the express written authorization of the Declarant or ARB. All such removal shall be in accordance with Landscape Guidelines and/or Design Guidelines as shall be adopted by the Declarant and/or the ARB. The Declarant or ARB shall further have the authority to require any Owner removing a tree in violation of this clause to replace same at such owner's cost. The Declarant or ARB reserves the right to have specimen trees preserved and to have site planning provide for their preservation. In addition, any tree removal shall be further governed by and subject to the provisions of the City of Charleston Tree Ordinance. All marshfront Lots shall be subject to the provisions of the OCRM/Corps Declaration, including, without limitation, all terms and provisions thereof prohibiting tree and other vegetation removal or disturbance within the buffers described therein.

11.18 Sewer System. No septic tanks are permitted in the Subdivision. A purchaser of a Lot assumes responsibility for attaching to the public sewer system including all impact fees or tap-in fees associated therewith.

11.19 Garbage Disposal. Each Owner shall provide garbage receptacles or similar facilities in accordance with reasonable standards established by the ARB and/or the City of Charleston, which shall be visible from the streets on garbage pickup days only. No garbage or trash incinerator shall be permitted upon the premises. No burning, burying or other disposal or garbage or trash on any Lot or within the Subdivision shall be permitted.

11.20 Sign Controls. No signs of any character shall be erected on any Lot or displayed to the public on any Lot except "For Sale" signs or signs indicating the name of one contractor only (not

subcontractors) during the period of sale or construction only, provided said signs (a) shall be subject to Declarant and ARB approval as to size, shape, design and location, it being the intent of this Declaration to require uniform size and design for any such signs, (b) shall only refer to the premises on which displayed, and (c) shall not exceed more than one per Lot. This restriction shall not apply to signs used to identify and advertise the Subdivision as a whole.

11.21 Additional Restrictions for Lots Fronting Marsh.

(a) All marsh front Lots are subject to the OCRM/Corps Declaration as the same may be amended from time to time, which requires, among other things, the establishment of a twenty-five (25') foot critical line buffer along the "critical line" as defined and established by OCRM, and as shown and depicted on the Subdivision Plat (the "Critical Line Buffer"). No uses shall be allowed within said Critical Line Buffer except as permitted in the OCRM/Corps Declaration. All Owners of marsh front Lots agree to comply with all terms and conditions of the OCRM/Corps Declaration as the same may be amended from time to time, the provisions of which are incorporated herein by reference.

(b) All marsh front Lots are further subject to a ten (10') foot setback from the Critical Line Buffer, as described in the OCRM/Corps Declaration and as shown and depicted on the Subdivision Plat (the "Building Setback"), within which no activity may occur except as authorized or permitted by the OCRM/Corps Declaration and the Zoning Ordinances of the City of Charleston.

(c) All Private Docks and Joint Docks appurtenant to any of the marsh front Lots shall be subject to all terms and provisions of this Declaration, including all terms and provisions of Article VIII. No dock, pier, or wharf shall be constructed on the marsh or other critical area without the approval of the Declarant or Architectural Review Board. In order to obtain such approval, it will be necessary to submit plans in accordance with the Design Guidelines, including specifications relating to the location, color, height, finish and other details of such proposed facility. The Declarant and the ARB also reserve the right to require uniformity of design and to submit approved designs for docks, piers, or wharfs. The Declarant and the Architectural Review Board have the right to disapprove such plans on any grounds including aesthetic consideration. Any approved dock, pier, or wharf must be well maintained by the Owner and, if not maintained as required, this requirement may be enforced as provided herein in cases of violations of these covenants.

(d) No fill, waste, garbage, or other material shall be discharged, dumped or otherwise placed in the marsh or critical areas unless permitted by the Declarant, the ARB and OCRM.

(e) Fishing, shrimping and crabbing will be allowed in accordance with the rules to be established by the Association.

(f) No docks whatsoever shall be allowed on Lots 86, 87, and 89-94, Phase 1.

11.22 Additional Restrictions Affecting Lot 84. In accordance with the provisions of that certain Memorandum of Agreement between the South Carolina State Historic Preservation Officer, OCRM and IBG Investors, LLC, dated July 13, 2001 (the "MOA"), no construction or other land disturbing activities will be allowed within the Archaeological Site and the ten (10') foot Archaeological Site Buffer around such Archaeological Site as shown and depicted on the Subdivision Plat, unless consistent with and in accordance with the terms and provisions of the MOA.

11.23 Traffic Regulations. Traffic regulations on all roads and streets within the Subdivision will enforced under the provisions of the South Carolina Uniform Act for regulating traffic to private roads. A speed limit of 25 MPH is established on all roads and streets and all traffic control signs, including but not limited to speed limit, stop, directional and no parking signs will be enforced.

11.24 Building Requirements. The Living Space of the main structure on any Lot shall not be less than the following minimums:

<u>Lots</u>	<u>Minimum Square Feet of Living Space</u>
Estate Lots - Lots 73 through 88	3,200
Marsh View Lots - Lots 89 through 94	2,800
Marsh Cove Lots - Lots 57 through 66	2,400
Lagoon View Lots - Lots 67 through 72	2,400

Houses of less than the stated minimum Living Space may be approved by the Declarant or the Architectural Review Board if in the opinion of the Declarant or Architectural Review Board the design and construction of such house would be in keeping with the adjoining properties and the lowering of the minimum Living Space requirement for such Lot would not depreciate the value of adjoining properties subject to this Declaration. Upon submission of the Additional Property or any portions thereof to this Declaration, the Declarant shall at such time or times designate the minimum square footage requirements for such Lots.

11.25 Lakes and Lagoons. The lakes, ponds and lagoons within the Subdivision are not designed for boating, swimming or bathing purposes and the same is prohibited. No docks, landings or other structures may be located in or adjacent to any lake or lagoon without the prior written consent of the Board and the Declarant. Fishing shall be permitted within the lakes to the extent permitted by the Board, so long as all Association Rules and Regulations, and all regulations of the

South Carolina Wildlife and Marine Resources Department, as the same may be changed from time to time, are strictly observed. No water may be withdrawn from any lake, pond or lagoon for any reason by any Owner. All property owners adjacent to the lakes and lagoons shall be prohibited from using insecticides, pesticides and other hazardous materials within twenty-five (25') feet of such lakes or lagoons.

11.26 Utility Company Requirements.

(a) Each Lot Owner agrees to pay the South Carolina Electric and Gas Company, or any successor or substitute electric utility company regulated by the South Carolina Public Service Commission, a monthly charge, plus applicable State of South Carolina sales tax, for operation and maintenance of street lighting systems.

(b) Each Lot Owner shall contact the South Carolina Electric and Gas Company three (3) business days prior to any digging or excavation work on said property including, but not necessarily limited to, swimming pool installations, trenching or any type of digging. Upon notification by the Lot Owner, a field survey will be conducted by the South Carolina Electric and Gas Company personnel to insure that there are not conflicts with such utility company's safety requirements. Any excavation in violation of such utility company's safety requirements is expressly prohibited.

11.27 Lighting. The following exterior lighting may be installed without the necessity of obtaining the prior approval of the ARB: (a) illumination of a model home and entrance features constructed by the Declarant; and (b) other lighting originally installed by the Declarant. Plans for all other exterior lighting must be submitted and approved in accordance with Article X.

11.28 Breakwalls. No Breakwall shall be constructed on any Lot unless it has been approved by the Declarant, the Architectural Review Board and by OCRM and the Corps. For purposes of this Declaration, the term "Breakwall" shall mean any type of retaining wall constructed at or near the water's edge to prevent erosion of a Lot.

11.29 Wetlands. Each Lot (if any) within the Subdivision which contains U. S. Army Corps of Engineers jurisdictional wetlands shall be subject to the following additional covenants, conditions and restrictions, unless waived by the Declarant during the Class B Control Period and the U. S. Army Corps of Engineers:

(a) The Owner or Owners of such Lots agree to abide by all rules and regulations of OCRM and/or the U. S. Army Corps of Engineers with respect to such wetlands.

(b) No permanent structure shall be constructed within such wetlands.

(c) No manicured lawns shall be permitted within such wetlands.

(d) No trees over four (4") inches in diameter, measured feet above the ground, may be removed from such wetlands.

11.30 South Carolina Department of Health and Environmental Control. NOTICE IS HEREBY GIVEN OF THE RESTRICTION THAT AS TO ANY PORTION OF ANY LOT WITHIN THE SUBDIVISION WHICH MAY CONTAIN SUBMERGED LAND OR OTHER CRITICAL AREAS, ALL ACTIVITIES ON OR OVER AND ALL USES OF SUCH LAND OR OTHER CRITICAL AREAS ARE SUBJECT TO THE JURISDICTION OF THE SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL/OFFICE OF OCEAN AND COASTAL RESOURCE MANAGEMENT. ANY OWNER IS LIABLE TO THE EXTENT OF SUCH OWNERS' OWNERSHIP FOR ANY DAMAGES TO, ANY INAPPROPRIATE OR UNPERMITTED USES OF, AND ANY DUTIES OR RESPONSIBILITIES CONCERNING ANY SUBMERGED LAND, COASTAL WATERS OR OTHER CRITICAL AREAS.

11.31 Variances. During the Class "B" Control Period, the Declarant and the Board shall be authorized to grant variances from the strict requirements of this Declaration where the strict interpretation thereof would create undue hardship on the affected Owner. Following expiration of the Class "B" Control Period, any such variances may be granted by the Board. Such variances may only be granted, however, when unique circumstances dictate and no variance shall (a) be effective unless in writing; (b) be contrary to the general meaning and intent of this Declaration; or (c) estop the Declarant and/or the Board from denying a variance in other circumstances.

ARTICLE XII EASEMENTS

12.1 Easements of Encroachment. There shall be reciprocal appurtenant easements of encroachment, and for maintenance and use of any permitted encroachment, between each Lot and any adjacent Common Area and 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 these restrictions) to a distance of not more than three feet, as measured from any point on the common boundary along a line perpendicular to such boundary. However, in no event shall an easement for encroachment exist if such encroachment occurred due to willful and knowing conduct on the part of, or with the knowledge and consent of, the Person claiming the benefit of such easement.

12.2 Easements for Utilities, Etc.

(a) There are hereby reserved to the Declarant, so long as the Class "B" Control Period has not expired, the Association, and the designees of each (which may include, without limitation, any governmental or quasi-governmental entity and

any utility company) perpetual non-exclusive easements upon, across, over, and under all of the Property (but not through a structure) to the extent reasonably necessary for the purpose of installing, constructing, monitoring, replacing, repairing, maintaining and operating cable television systems, master television antenna systems, and other devices for sending or receiving data and/or other electronic signals; security and similar systems; roads, walkways, pathways and trails; lakes, ponds, wetlands, and drainage systems; street lights and signage; and all utilities, including, but not limited to, water, sewers, telephone, gas, and electricity, and utility meters; and for the purpose of installing any of the foregoing on property which the Declarant or the Association owns or within easements designated for such purposes on recorded plats of the Property. Declarant specifically grants to the local water supplier, electric company, telephone company, and natural gas supplier easements across the Property for ingress, egress, installation, reading, replacing, repairing, and maintaining utility lines, meters and boxes, as applicable.

(b) There is hereby reserved to the Declarant, so long as the Class "B" Control Period has not expired, the non-exclusive right and power to grant such specific easements as may be necessary, in the sole discretion of Declarant, in connection with the orderly development of any portion of the Property, including, without limitation, all easements shown and depicted on the Subdivision Plat.

(c) Any damage to a Lot resulting from the exercise of the easements described in subsections (a) and (b) of this Section shall promptly be repaired by, and at the expense of, the Person exercising the easement. The exercise of these easements shall not extend to permitting entry into the structures on any Lot, nor shall it unreasonably interfere with the use of any Lot and, except in an emergency, entry on to any Lot shall be made only after reasonable notice to the Owner or occupant.

12.3 Easement for Slope Control, Drainage and Waterway Maintenance. The Declarant, for itself and the Association, and their respective representatives, successors and assigns, contractors and agents, hereby establishes and reserves a permanent and perpetual non-exclusive easement appurtenant over, across, under, through and upon each Lot for the purposes of:

- (a) controlling soil erosion, including grading and planting with vegetation any areas of any Lot which are or may be subject to soil erosion;
- (b) drainage of natural or man-made water flow and water areas from any portion of the Property;
- (c) changing, modifying or altering the natural flow of water, water courses or waterways on or adjacent to any Lot;

(d) dredging, enlarging, reducing or maintaining any water areas or waterways within the Property and

(e) installing such pipes, lines, conduits or other equipment as may be necessary for slope control, drainage and waterway maintenance of any portion of the Property.

12.4 Easements to Serve Additional Property. The Declarant hereby reserves for itself and its duly authorized agents, representatives, and employees, successors, assigns, licensees, and mortgagees, an easement over the Common Area for the purposes of enjoyment, use, access, and development of the property described in Exhibit "B", whether or not such property is made subject to this Declaration. This easement includes, but is not limited to, a right of ingress and egress over the Common Area for construction of roads and for connecting and installing utilities on such property. Declarant agrees that it and its successors or assigns shall be responsible for any damage caused to the Common Area as a result of vehicular traffic connected with development of such property. Declarant further agrees that if the easement is exercised for permanent access to such property and such property or any portion thereof benefitting from such easement is not made subject to this Declaration, the Declarant, its successors or assigns shall enter into a reasonable agreement with the Association to share the cost of any maintenance which the Association provides to or along any roadway providing access to such property.

12.5 Right of Entry. The Association shall have the right, but not the obligation, to enter upon any Lot for emergency, security, and safety reasons, to perform maintenance pursuant to this Declaration, and to inspect any Lot for the purpose of ensuring compliance with this Declaration, any Supplemental Declaration, By-Laws, and rules. Such right may be exercised by any member of the Board, the Association's officers, agents, employees, and managers, the members of the Architectural Review Board, and all policemen, firemen, ambulance personnel, and similar emergency personnel in the performance of their duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner. This right of entry shall include the right of the Association to enter upon any Lot to cure any condition which may increase the possibility of a fire or other hazard in the event an Owner fails or refuses to cure the condition within a reasonable time after requested by the Board, but shall not authorize entry into any single family detached dwelling without permission of the Owner, except by emergency personnel acting in their official capacities.

12.6 Easements for Declarant. During the Class "B" Control Period, Declarant shall have an alienable and transferable right and easement on, over, through, under and across the Common Areas for the purpose of constructing or improving Lots, any improvements to the Common Areas and the Additional Property and for installing, maintaining, repairing and replacing such other improvements to the Subdivision (including any recreational amenities and other portions of the Common Areas) as are contemplated by this Declaration or as Declarant desires, in its sole discretion, including without limitation any improvements or changes permitted and described in this

Declaration, and for the purpose of doing all things reasonably necessary and proper in connection therewith, provided that in no event shall Declarant have the obligation to do any of the foregoing.

12.7 Additional Easements for Utilities. There is hereby reserved for the benefit of Declarant, the Association and their respective successors and assigns the alienable, transferable and perpetual right and easement, as well as the power to grant and accept easements to and from any private or public authority, agency, public service district, public or private utility or other person upon, over, under and across: (i) all of the Common Areas; (ii) an area across every Lot fifteen (15') feet in width along the front boundary lines thereof, and five (5') feet in width along the side boundary lines thereof, and ten (10') feet in width along the rear boundary lines thereof; for the purpose of installing, replacing, repairing, maintaining and using master television antenna and/or cable systems, security and similar systems, and all utilities, including but not limited to storm sewers and drainage systems and electrical, gas, telephone, water and sewer lines. Such easements may be granted or accepted by the Declarant, its successors or assigns, or by the Board of Directors of the Association; provided, however, that for so long as the Class "B" Control Period has not expired or terminated, the Board of Directors must obtain the written consent of Declarant prior to granting or accepting any such easements. To the extent possible, all utility lines and facilities serving the Subdivision and located therein shall be located underground. By virtue of any such easement and facilities, it shall be expressly permissible for the providing utility company or other supplier or servicer, with respect to the portions of the Subdivision so encumbered: (i) to erect and maintain pipes, lines, manholes, pumps and other necessary equipment and facilities; (ii) to cut and remove any trees, bushes or shrubbery; (iii) to grade, excavate or fill; or (iv) to take any other similar action reasonably necessary to provide economical and safe installation, maintenance, repair, replacement and use of such utilities and systems.

12.8 Easements for Association. There is hereby reserved a general right and easement for the benefit of the Association, its Board, Directors, officers, agents and employees, including but not limited to any property manager employed by the Association and any employees of such manager, to enter upon any Lot or any portion thereof in the performance of their respective duties. Except in the event of emergencies, this easement is to be exercised only during normal business hours and then, whenever practicable, only upon advance notice to the Owner or occupant.

12.9 Sales Offices, Rental Offices, Property Management Offices and Construction Offices. Notwithstanding any provisions or restrictions herein to the contrary, there is hereby reserved for the benefit of Declarant, its successors and assigns, the perpetual, alienable and transferable right and easement in and to the Property, including the Common Areas, for the maintenance of signs, sales offices, rental offices, property management offices, construction offices, business offices and model or sample Lots, together with such other facilities as in the sole opinion of Declarant reasonably may be required, convenient or incidental to the completion, management, rental, improvement and/or sale of Lots, Common Areas or the Additional Property. The Declarant also reserves the right to grant to any Builder or Builders the right to operate and maintain builder's trailers, sales offices and signage at any location within the Subdivision upon such terms and conditions as the Declarant in the Declarant's sole discretion may establish.

12.10 Easements for Additional Property. There is hereby reserved in the Declarant, its successors and assigns, for the benefit of and as an appurtenance to the Additional Property and as a burden upon the Subdivision, perpetual, non-exclusive rights and easements for: (i) pedestrian and vehicular access, ingress, egress and parking over, across, within and on all sidewalks, streets, trails, parking facilities and lagoons from time to time located on or within the Common Areas or within easements serving the Common Areas; (ii) the installation, maintenance, repair, replacement and use of security systems and utility facilities and distribution lines, including without limitation drainage systems, storm sewers and electrical, gas, telephone, water, sewer and master television antenna and/or cable system lines; and (iii) drainage and discharge of surface water onto and across the Subdivision, provided that such drainage and discharge shall not materially damage or adversely affect the Subdivision or any improvements from time to time located thereon.

12.11 Maintenance Easement. Subject to the other terms of this Declaration, there is hereby reserved for the benefit of the Declarant, the Association and their respective agents, employees, successors and assigns an alienable, transferable and perpetual right and easement to enter upon any unimproved portions of any Lot for the purpose of mowing, removing, clearing, cutting or pruning underbrush, weeds, stumps or other unsightly growth and removing trash, so as to maintain reasonable standards of health, fire safety and appearance within the Subdivision; provided that such easements shall not impose any duty or obligation upon the Declarant or the Association to perform any such actions. There is also hereby reserved for the benefit of the Declarant, the Association and their respective agents, employees, successors and assigns an alienable, transferable and perpetual right and easement, but not the obligation, to enter upon any unimproved portions of Lots which are located within twenty (20') feet from the water's edge of any lagoon, pond or other body of water within the Subdivision for the purpose of mowing such area and keeping same clear and free from unsightly growth and trash, as well as for the purpose of maintaining such body of water, such maintenance to include, without limitation, dredging and the maintenance of reasonable water quality standards.

12.12 Easement for Twenty-five (25') Foot Landscape Buffer. There is hereby reserved for the benefit of the Declarant, the Association, and their respective agents, employees, successors and assigns an alienable, transferrable and perpetual right and easement upon over and across the twenty-five (25') foot Landscape Buffers, as more particularly defined herein, said Landscape Buffer being located on Lots 67 - 72, Phase 1, as shown on the Subdivision Plat (the "Landscape Maintenance Easement"). The Landscape Maintenance Easement shall be for the purpose of mowing, removing, cutting, pruning and planting grasses, plants, bushes, trees and other landscape materials within the Landscape Buffer and for the purpose of installing, maintaining, repairing, and replacing any irrigation or watering system placed therein. Provided, however, that such Landscape Maintenance Easement shall not impose any duty or obligation upon the Declarant or the Association to perform any such actions.

12.13 Bike Path/Pedestrian Trail Encroachment Easements. To the extent any bike path/pedestrian trail within the Subdivision encroaches upon any Lot or Lots, there is hereby

reserved for the benefit of the Declarant, the Association, the City of Charleston and their respective successors and assigns the alienable, transferrable and perpetual right and easement of encroachment, and easement for maintenance and use of any such encroachment.

12.14 Environmental Easement. There is hereby reserved for the benefit of the Declarant, the Association and their respective agents, employees, successors and assigns an alienable, transferable and perpetual right and easement on, over and across all unimproved portions of the Common Areas and Lots for the purposes of taking any action necessary to effect compliance with environmental rules, regulations and procedures from time to time promulgated or instituted by the Board of Directors or by any governmental entity, such easement to include without limitation the right to implement erosion control procedures and practices, the right to drain standing water and the right to dispense pesticides.

12.15 Wells and Effluent. There is hereby reserved for the benefit of Declarant, the Association and their respective agents, employees, successors and assigns an alienable, transferable and perpetual right and easement: (i) to pump water from lagoons, ponds and other bodies of water located within the Subdivision for the purpose of irrigating any portions of the Subdivision and for other purposes; (ii) to drill, install, locate, maintain and use wells, pumping stations, water towers, siltation basins and tanks and related water and sewer treatment facilities and systems within the Common Areas.

ARTICLE XIII MORTGAGEE PROVISIONS

The following provisions are for the benefit of holders, insurers and guarantors of first Mortgages on Lots in the Property. The provisions of this Article apply to both this Declaration and to the By-Laws, notwithstanding any other provisions contained therein.

13.1 Notices of Action. A 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 street address of the Lot to which its Mortgage relates, thereby becoming an "Eligible Holder"), will be entitled to timely written notice from the Association of:

(a) Any condemnation loss or any casualty loss which affects a material portion of the Property or which affects any Lot on which there is a first Mortgage held, insured, or guaranteed by such Eligible Holder;

(b) Any delinquency in the payment of assessments or charges owed by a Lot subject to the Mortgage of such Eligible Holder, where such delinquency has continued for a period of 60 days, or any other violation of the Declaration or By-Laws relating to such Lot or the Owner or Occupant which is not cured within 60 days;

(c) Any lapse, cancellation, or material modification of any insurance policy maintained by the Association; or

(d) Any proposed action which would require the consent of a specified percentage of Eligible Holders.

13.2 No Priority. No provision of this Declaration or the By-Laws gives or shall be construed as giving any Owner or other party priority over any rights of the first Mortgagee 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.

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

13.4 Failure of Mortgagee to Respond. Any Mortgagee who receives a written request from the Board to respond to or consent to any action shall be deemed to have approved such action if the Association does not receive a written response from the Mortgagee within 30 days of the date of the Association's request, provided such request is delivered to the Mortgagee by certified or registered mail, return receipt requested.

13.5 Construction of Article XIII. Nothing contained in this Article shall be construed to reduce the percentage vote that must otherwise be obtained under the Declaration, By-Laws, or South Carolina law for any of the acts set out in this Section.

ARTICLE XIV DECLARANT'S RIGHTS

14.1 General. Any or all of the special rights and obligations of the Declarant set forth in this Declaration or the By-Laws may be transferred in whole or in part to other Persons, provided that the transfer shall not reduce an obligation nor enlarge a right beyond that which the Declarant has under this Declaration or the By-Laws. No such transfer or assignment shall be effective unless it is in a written instrument signed by the Declarant and duly recorded in the Public Records.

The Declarant and Builders authorized by Declarant may maintain and carry on upon portions of the Common Area such facilities and activities as, in the sole opinion of the Declarant, may be reasonably required, convenient, or incidental to the construction or sale of Lots, including, but not limited to, business offices, signs, model Lots, and sales offices. The Declarant and authorized Builders shall have easements for access to and use of such facilities.

The Declarant and its employees, agents and designees shall also have a right and easement over and upon all of the Common Area for the purpose of making, constructing and installing such improvements to the Common Area as it deems appropriate in its sole discretion.

No Person shall record any declaration of covenants, conditions and restrictions, or declaration of condominium or similar instrument affecting any portion of the Property without Declarant's review and written consent. Any attempted recordation without such consent shall result in such instrument being void and of no force and effect unless subsequently approved by written consent signed by the Declarant and recorded in the Public Records.

Notwithstanding any contrary provision of this Declaration, no amendment to or modification to this Declaration or the Design Guidelines made after expiration or termination of the Class "B" Control Period shall be effective without prior notice to and the written approval of Declarant so long as the Declarant owns any portion of the Property primarily for development and sale.

This Article may not be amended without the written consent of the Declarant. The rights contained in this Article shall terminate upon the earlier of (a) fifteen (15) years from the date this Declaration is recorded, or (b) upon recording by Declarant of a written statement voluntarily terminating the Declarant's rights contained herein.

ARTICLE XV GENERAL PROVISIONS

15.1 Enforcement. The Declarant, the Association, or any Owner shall have the right to enforce, by any proceedings at law or in equity, all of the restrictions, conditions, covenants, easements, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure of the Declarant, the Association, or any Owner to enforce any covenant, restriction or provision herein contained shall in no event be deemed as a waiver of right to do so thereafter. The Declarant and the Association shall have the right to establish, assess and collect reasonable fines and penalties for violations of this Declaration, which shall be liens against Lots as provided herein.

15.2 Severability. Invalidation of any covenants or restrictions or any term, phrase or clause of this Declaration by the adjudication of any court or tribunal shall in no way effect the other provisions hereof which are hereby declared to be severable and which shall remain in full force and effect.

15.3 Duration. This Declaration shall run with and bind the Property constituting the Subdivision, and shall inure to the benefit of and be enforceable by the Declarant, the Association, or any Owner for a period of twenty (20) years from the date hereof and thereafter shall continue automatically in effect for additional periods of twenty (20) years each, unless otherwise agreed to in writing by the then Owners of at least seventy-five (75%) percent of the Lots.

15.4 Assignment. The Declarant shall have the right to assign to any one or more Persons or associations any and all rights, powers, titles, easements and estates reserved or given to the Declarant in this Declaration.

15.5 Amendment.

(a) Amendments by Declarant. Until the expiration or termination of the Class "B" Control Period, the Declarant, without a vote of the Owners, may amend this Declaration in any particular, by an instrument in writing filed and recorded in the Public Records, with or without the approval of the Association or any Owner or Mortgagees. Any amendment made pursuant to this Section shall be certified by Declarant as having been duly approved by Declarant, and shall be effective only upon recordation or at such later date as shall be specified in the amendment itself. Each Owner, by acceptance of a deed or other conveyance to a Lot, agrees to be bound by such amendments as are permitted by this Section. In addition to the foregoing amendment rights, the Declarant shall have the right at any time without a vote of the Owners to amend the covenants and restrictions of this Declaration to correct typographical or clerical errors, and as may be required by any governmental authority, institutional or governmental lender, insurer or purchaser of mortgage loans including, for example, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Veterans Administration or the Federal Housing Administration.

(b) Amendments by Association. Amendments to this Declaration, other than those authorized by Section 15.5(a) above, shall be proposed and adopted in the following manner:

(i) Notice of the subject matter of the proposed amendment shall be included in the notice of the meeting of the Association at which such proposed amendment is to be considered and shall be delivered to each Member of the Association.

(ii) At such meeting, a resolution adopting a proposed amendment may be proposed by either the Board of Directors or by Members of the Association. Such amendment must be approved by Owners holding at least a majority of the total votes in the Association; provided, however, that during the Class "B" Control Period, such amendment must also be approved by Declarant.

(iii) The agreement of the required percentage of the Owners and, where required, Declarant and any Mortgagee, to any amendment of this Declaration shall be evidenced by their execution of such amendment, or, in the alternative, the sworn statement of the President of the Association attached to or incorporated in the amendment executed by the Association, which sworn statement shall state unequivocally that the agreement of the required parties was lawfully obtained. Any such amendment of this

Declaration shall become effective only when recorded in the Public Records or at such later date as may be specified in the amendment itself.

15.6 No Dedication of Common Areas, Etc. Every park, pond, stream, body of water, Common Area, and other amenity within the Subdivision is a private park, facility or amenity and neither the Declarant's recording of this Declaration, nor the recording of the Subdivision Plat, nor any other act of the Declarant with respect to the Property is, or is intended to be, or shall be construed, as a dedication to the public of any said parks, ponds, bodies of water, Common Areas, recreational facilities and amenities other than as reflected herein or as reflected in any subsequent Deed or Supplemental Declaration. An easement for the use and enjoyment of each of said areas designated as Common Areas is reserved to the Declarant, its successors and assigns; to the Persons who are, from time to time, Members of the Association; and to the invitees of all the aforementioned, the use of which shall be subject to such rules and regulations as may be prescribed by the Declarant and the Association, if the Association is the Owner of the facility or Common Area involved.

15.7 Time is of the Essence. It is agreed that time is of the essence with regard to these restrictions, covenants, limitations and conditions.

15.8 Remedies for Violation of Restrictions. In the event of a violation or breach of any of these restrictions by any Owner, or agent of such Owner, the Declarant, the Owners of Lots in the Subdivision, or any of them, jointly or severally, shall have the right to proceed at law or in equity to compel a compliance with the terms hereof or to prevent the violation or breach in any event. In addition to the foregoing, the Declarant or the Association, their successors and assigns, shall have the right, whenever there shall have been built on any Lot in the Subdivision any structure which is in violation of these restrictions, to enter upon the Property where such violation exists, and summarily abate or remove the same at the expense of the Owner, if after thirty (30) days written notice of such violation, it shall not have been corrected by the Owner. The Declarant and Association are hereby granted a perpetual easement across each Lot for the purposes of carrying out its responsibilities under this Section, and any such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any rights, reservation, restriction or condition contained in this Declaration, however long continued, shall not be deemed a waiver of the right to do so hereafter as to the same breach or as to a breach occurring prior or subsequent thereto and shall not bar or affect its enforcement. Should the Declarant or Association employ counsel to enforce any of the foregoing covenants, conditions, reservations or restrictions, because of a breach of the same, all costs incurred in such enforcement, including a reasonable fee for the Declarant's or Association's counsel, shall be paid by the Owner of such Lot or Lots in breach thereof.

15.9 Rule Against Perpetuities, Etc. The Declarant herein shall not in any way or manner be liable or responsible for any violation of these restrictions by any person other than itself. Notwithstanding anything contained herein to the contrary, if any of the covenants, conditions, restrictions or other provisions of this Declaration shall be unlawful, void, or voidable for violation

of the rule against perpetuities, then such provisions shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of Elizabeth II, Queen of England.

15.10 Validity and Effective Date. No amendment may remove, revoke, or modify any right or privilege of the Declarant or the Class "B" Member without the written consent of the Declarant or the Class "B" Member, respectively (or the assignee of such right or privilege). If an Owner consents to any amendment to this Declaration or the By-Laws, it will be conclusively presumed that such Owner has the authority to consent, and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment. Any amendment shall become effective upon recording in the Public Records, unless a later effective date is specified in the amendment. Any procedural challenge to an amendment must be made within six months of its recordation or such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provisions of this Declaration.

15.11 Compliance. Every Owner and occupant of any Lot shall comply with the Governing Documents.

15.12 Notice of Sale or Transfer of Title. Any Owner desiring to sell or otherwise transfer title to his or her Lot shall give the Board at least seven days' prior written notice of the name and address of the purchaser or transferee, the date of such transfer of title, and such other information as the Board may reasonably require. The transferor shall continue to be jointly and severally responsible with the transferee for all obligations of the Owner of the Lot, including assessment obligations, until the later of the date of transfer or the date upon which such notice of transfer is received by the Board, notwithstanding the transfer of title.

15.13 Exhibits. Exhibits "A," "B," "C" and "D" attached to this Declaration are incorporated by this reference and amendment of such exhibits shall be governed by the provisions of this Article.

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

IN THE PRESENCE OF

Jennifer Kaminski
John P. ...

RUSHLAND ASSOCIATES, LLC, a South Carolina limited liability company

By: *Barry P. Marcus*
Barry P. Marcus
Its: Senior Vice President

STATE OF CONNECTICUT)
COUNTY OF Fairfield)

ACKNOWLEDGMENT

I, Kathleen C. Falco (Notary Public) do hereby certify that Rushland Associates, LLC, a South Carolina limited liability company, by Barry P. Marcus, Its Senior Vice President, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this 17th day of January, 2003.

Kathleen C. Falco
Notary Public for Connecticut
My Commission Expires: _____

KATHLEEN C. FALCO
Notary Public
Fairfield Co., CT
My Commission Expires 9-22-2009

EXHIBIT "A"

ALL those certain lots, pieces or parcels of land situate, lying and being on Johns Island, in the City of Charleston, Charleston County, South Carolina, known and designated as Lots 57-94 inclusive, "Common Area" containing 148,997 square feet (Pond), "Common Area" containing 9,577 square feet, "Common Area" containing 108,794 square feet (Pond), and "Common Area" containing 17,131 square feet, more or less, as shown and depicted on a plat entitled, "FINAL SUBDIVISION PLAT OF RUSHLAND PHASE 1," prepared by Thomas & Hutton Engineering Co., Inc., dated June 17, 2002, recorded in the RMC Office for Charleston County in Plat Book EG, at Pages 95 through 101; said Lots and parcels having such size, shape, dimensions, buttings and boundings as will by reference to said plat more fully appear.

TOGETHER with all adjacent rights-of-way and easements as shown and depicted on the aforesaid plat prepared by Thomas & Hutton Engineering Co., Inc., and all rights, licenses, riparian, littoral and other rights appurtenant to or associated with the property described above.

EXHIBIT "B"

V433PG146

Land Subject to Annexation

All other real property located within two (2) miles of the property described in Exhibit "A" which from time to time may be now owned or hereafter acquired by the Declarant and submitted to this Declaration in accordance with the terms and provisions hereof, including, without limitation, the following described property:

ALL that certain piece, parcel or tract of land situate, lying and being in the City of Charleston, Charleston County, South Carolina, known and designated as Tract A containing 464.73 acres, more or less, consisting of 131 ± acres highland and 333 ± acres marsh, as shown on a plat thereof entitled "PLAT OF TRACTS A, B AND C, RUSHLAND PLANTATION, ABOUT TO BE CONVEYED TO RUSHLAND ASSOCIATES, LLC" prepared by Thomas & Hutton Engineering Co. dated August 29, 2001, recorded in the RMC Office for Charleston County in Plat Book EF, Pages 70 to 74 (the "Plat"); the said tract of land having such size, shape, dimensions, buttings and boundings as will by reference to said Plat more fully appear. SAVING AND EXCEPTING, however, the Property described in Exhibit "A" to this Declaration.

ALSO

ALL that certain piece, parcel or tract of land situate, lying and being in the City of Charleston, Charleston County, South Carolina, known and designated as Tract B containing 18.78 acres, more or less, consisting of 0.68 acres highland and 18.10 acres marsh, more or less, as shown on a plat thereof entitled "PLAT OF TRACTS A, B AND C, RUSHLAND PLANTATION, ABOUT TO BE CONVEYED TO RUSHLAND ASSOCIATES, LLC" prepared by Thomas & Hutton Engineering Co. dated August 29, 2001, recorded in the RMC Office for Charleston County in Plat Book EF, Pages 70 to 74 (the "Plat"); the said tract of land having such size, shape, dimensions, buttings and boundings as will by reference to said Plat more fully appear.

ALSO

ALL that certain piece, parcel or tract of land situate, lying and being in the City of Charleston, Charleston County, South Carolina, known and designated as Tract C containing 125.25 acres, more or less, consisting of 5.56 acres highland and 119.69 acres marsh, more or less, as shown on a plat thereof entitled "PLAT OF TRACTS A, B AND C, RUSHLAND PLANTATION, ABOUT TO BE CONVEYED TO RUSHLAND ASSOCIATES, LLC" prepared by Thomas & Hutton Engineering Co. dated August 29, 2001, recorded in the RMC Office for Charleston County in Plat Book EF, Pages 70 to 74 (the "Plat"); the said tract of land having such size, shape, dimensions, buttings and boundings as will by reference to said Plat more fully appear.

ALSO

All easements, rights, leasehold estates, licenses, riparian, littoral or other rights appurtenant to or associated with the property described above.

DECLARATION OF RESTRICTIVE COVENANTS

THIS DECLARATION OF RESTRICTIVE COVENANTS is made this 6TH day of November, 2002, by Rushland Associates, LLC, a South Carolina limited liability company ("Declarant").

RECITALS

WHEREAS, Declarant is the owner of certain real property (the "Property") located on Johns Island in the City of Charleston, Charleston County, South Carolina, now designated or to be designated as Lots 1 through 123, Rushland, as shown on the Dock Master Plan Exhibit attached hereto as Exhibit "A" and incorporated herein by reference (the "Dock Master Plan"); and

WHEREAS, in consideration of the approval by the South Carolina Department of Health and Environmental Control – Office of Ocean and Coastal Resource Management (to include any successor agency) ("OCRM") the Dock Master Plan known as the "Rushland DMP," and for the protection or enhancement of the Property's wetlands, scenic, conservation, environmental or other values, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Declarant has agreed to place certain restrictive covenants on the Property, as provided herein.

1. The following shall be constructed in accordance with the approved Dock Master Plan and OCRM Permits for alteration of Critical Areas: docks, piers, mooring facilities, boat ramps, or any other construction in Critical Areas adjacent to the Property. The following are expressly excepted from this Paragraph: a) fishing and hunting, and b) other activities otherwise provided by law and any associated regulations, including but not limited to allowable use and maintenance of facilities constructed in navigable water. Nothing contained herein shall constitute a permit or approval for any dock, pier, mooring facility, boat ramp or any other construction in Critical Areas adjacent to the Property, and any such dock, pier, mooring facility, boat ramp or other construction within Critical Areas is subject to all permitting requirements, statutes, rules and regulations of OCRM and/or any other agency having jurisdiction thereof.

2. After recording, these restrictive covenants may be altered by modification of the Dock Master Plan pursuant to applicable OCRM regulations and policy, and subject to consultation with other resource agencies as appropriate. Such modifications become a part of these restrictive covenants.

3. Any permit application, or request for modification, which may affect the Property, made to any governmental entity, shall expressly reference and include a copy of these restrictive covenants.

4. OCRM and its authorized agents shall have the right to enter and go upon the lands of the Declarant to inspect the Property and take actions necessary to verify compliance with these restrictive covenants.

5. The Declarant grants to OCRM a discretionary right to enforce these restrictive covenants in a judicial action against any person(s) or other entity(ies) violating or attempting to violate these restrictive covenants; provided, however, that no violation of these restrictive covenants shall result in a forfeiture or reversion of title. In any enforcement action, an enforcing agency shall be entitled to a complete restoration for any violation, as well as any other judicial remedy. An enforcing agency shall also be entitled to costs and reasonable attorneys fees in any enforcement action in which it obtains relief. Nothing herein shall limit any right of OCRM to modify, suspend or revoke the Dock Master Plan.

6. Declarant shall include the following warning on all deeds, mortgages, plats or any other legal instruments used to convey any interest in the Property:

WARNING: This Property Subject to Declaration of Restrictive Covenants Recorded at *[insert book and page numbers of Declaration]*.

7. The approved Dock Master Plan subject to these Restrictive Covenants is attached hereto as Exhibit "A" and incorporated herein by reference.

8. Should any separable part of the restrictive covenants be determined to be contrary to law, the remainder shall continue in full force and effect.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the Declarant has duly executed this Declaration of Restrictive Covenants on the date written above.

IN THE PRESENCE OF:

DECLARANT:

Rushland Associates, LLC, a South Carolina limited liability company

Kurt T. Hall
[Signature]

By:

[Signature]
Barry P. Marcus
Its Senior Vice President

STATE OF CONNECTICUT)

COUNTY OF FAIRFIELD)

ACKNOWLEDGMENT

I, Barbara Gerwien (Notary Public) do hereby certify that Rushland Associates, LLC, a South Carolina limited liability company, by Barry P. Marcus, its Senior Vice President, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this 6 day of November, 2002.

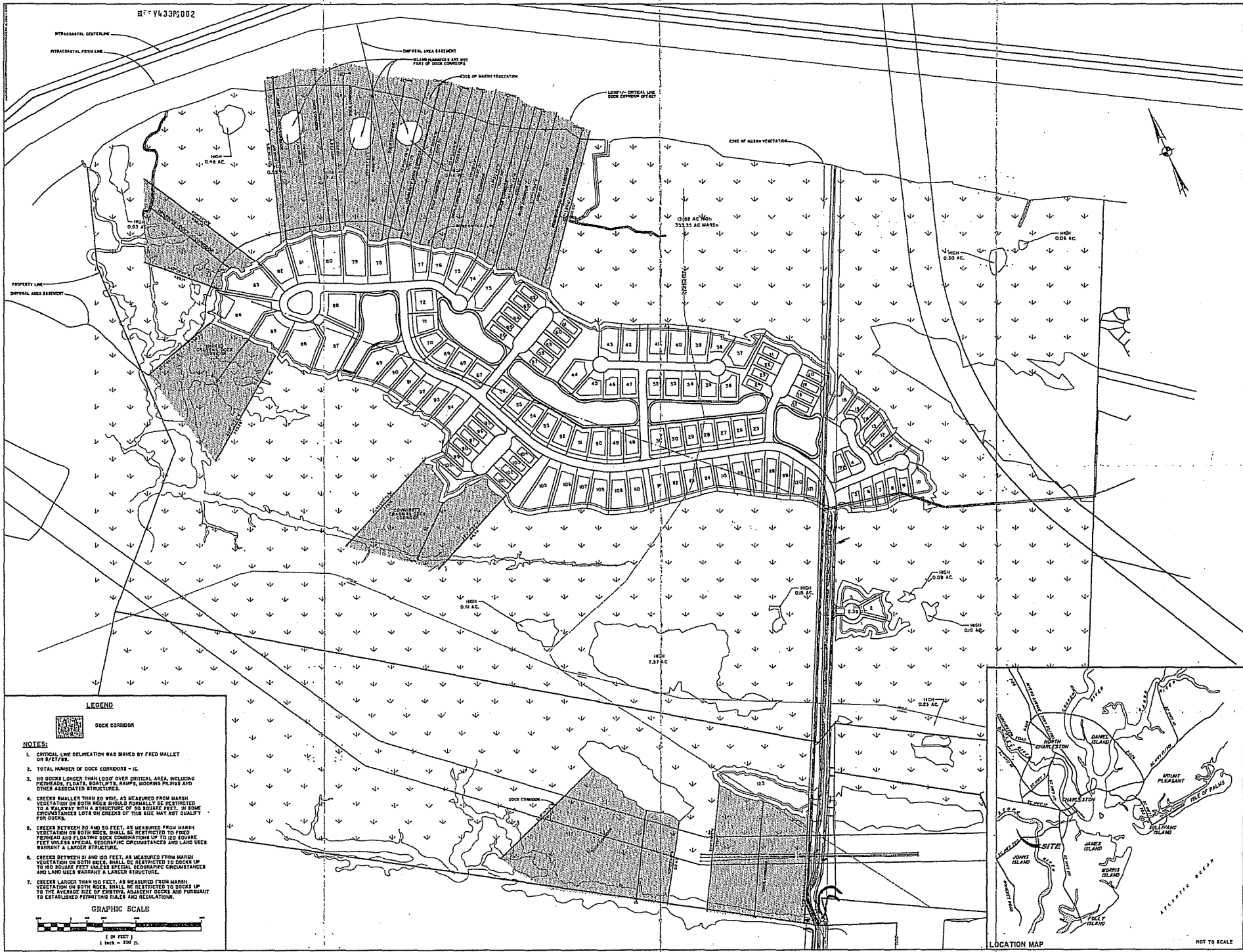
[Signature]
Notary Public for Connecticut
My Commission Expires: _____

BARBARA GERWIEN
Notary Public
Fairfield City, CT
My Commission Expires 4-30-2007

EXHIBIT "A"
DOCK MASTER PLAN

BM V433PG081

HT Y4339002



THOMAS & HUTTON ENGINEERING CO.
 111 HUNTON HARBOR BUILDING
 SUITE 100
 MOUNT PLEASANT, SC 29504 (843) 348-1000
 SAVANNAH, GA - OFFICE BRANCH, SC

RUSHLAND PLANTATION AT JOHNS ISLAND

CITY OF CHARLESTON

EXHIBIT "A" - DOCK EXHIBIT

DATE: 8/27/85
 SHEET: 1
 APPROVED BY: [Signature]
 DATE: 8/27/85

de legal
Ruled only
WFG

BN # V433PG083

RETURN TO BUIST, MOORE, SMYTHE
IN STATE W78
RECEIVED DATE

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V433-078

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2003 JAN 21 PM 4:47

CHARLIE LYBRAND
REGISTER
CHARLESTON COUNTY SC

BARBARA GERWEN
Notary Public
Fairfield City, CT
My Commission Expires 4-30-2007

STATE OF SOUTH CAROLINA)
)
 COUNTY OF CHARLESTON)

DECLARATION OF
 RESTRICTIVE COVENANTS

THIS DECLARATION OF RESTRICTIVE COVENANTS is made this TH19 day of June, 2002, by Rushland Associates, LLC ("Declarant").

RECITALS

WHEREAS, Declarant is the owner of certain real property located in Charleston County, South Carolina more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. For purposes of this Declaration, the Property shall include only areas described in Exhibit "A" and shown on Exhibit "A-1" consisting of (i) marshland shown on Exhibit "A-1," (ii) those marsh islands and hummocks shown in cross-hatching on Exhibit "A-1," and (iii) the twenty-five (25') foot upland buffers shown and designated on Exhibit "A-1," and shall exclude all highland (other than those marsh islands and hummocks shown in cross-hatching on Exhibit "A-1" and the buffers shown on Exhibit "A-1"); and

WHEREAS, as compensatory mitigation under Federal and State law for Department of the Army Permit No. 2000-1A-584 ("Permit") issued by the U.S. Army Corps of Engineers, Charleston District ("Corps" or "Charleston District," to include any successor agency), and certification(s) and/or permit(s) issued by the S.C. Department of Health and Environmental Control ("DHEC," to include any successor agency), and in recognition of the continuing benefit to the permitted property, and for the protection of waters of the United States and scenic, resource, environmental, and general property values, Declarant has agreed to place certain restrictive covenants on the Property, in order that the Property shall remain substantially in its natural condition forever.

NOW THEREFORE, Declarant hereby declares that the Property shall be held, transferred, conveyed, leased, occupied or otherwise disposed of and used subject to the following restrictive covenants, which shall run with the land and be binding on all heirs, successors, assigns (they are included in the term, "Declarant," below), lessees, or other occupiers and users.

1. **Prohibitions.** Except as hereinafter provided, Declarant is and shall be prohibited from the following: filling, draining, flooding, dredging, impounding, clearing, burning, cutting or destroying vegetation, cultivating, excavating, erecting, constructing, releasing wastes, or otherwise doing any work on the Property; introducing exotic species into the Property (except biological controls pre-approved in writing by the Corps and DHEC); and from changing the grade or elevation, impairing the flow or circulation of waters, reducing the reach of waters, and any other discharge or activity requiring a permit under clean water or water pollution control laws and regulations, as amended. The following are expressly excepted from this paragraph:

(a) cumulatively very small impacts associated with fishing and similar recreational or educational activities, consistent with the continuing natural condition of the Property;

(b) construction of ditches, swales and outfalls as pre-approved in writing by the Corps and DHEC that are both required and the minimum necessary for compliance with applicable stormwater management and sediment reduction laws and regulations. These ditches shall not be constructed so as to drain wetlands through alteration of the hydrology. Activities allowed under this exception shall be limited as follows:

(i) all such activities shall be applicable to upland buffer areas only and not wetlands;

(ii) all such activities shall be the minimum size and number necessary;

(iii) ditches and swales shall have a bottom width of not more than five feet (1.52 meters), a depth below adjacent natural ground elevation of not more than four feet (1.22 meters), and a side slope of not less than three feet vertical to one foot horizontal (3V:1H);

(iv) the side slopes and surrounding areas of ditches and swales shall be stabilized and restored immediately following construction with natural vegetation. The bottoms of ditches and swales may be cleared and periodically maintained by removal of vegetation. Vegetation shall not be removed by use of herbicides or other chemical means; and

(v) upon completion of the work, disturbed areas other than ditches and swales shall be restored to the original contours and elevations and shall be permanently stabilized by restoration of natural vegetation;

(c) installation and maintenance of necessary utilities in designated upland buffer areas as pre-approved in writing by the Corps and DHEC. All excavated areas shall be restored to pre-existing grade immediately following construction. Utility construction in wetland mitigation areas may be allowed if properly permitted by appropriate state and federal authorities;

(d) maintenance of existing utilities;

(e) construction and maintenance of pedestrian paths and/or boardwalks up to four (4') feet in width as pre-approved in writing by the Corps and DHEC;

(f) docks, floating docks and dock walkways constructed in accordance with the Rushland Dock Master Plan, approved by DHEC on May 2, 2001, as the same may be amended from time to time. Any such docks may only be constructed if properly permitted by appropriate state and federal authorities.

(g) construction and installation of a bridge to Headquarters Island if properly permitted by appropriate state and federal agencies; provided, however, that any such construction or installation shall be done in accordance with any state and/or federal permits therefor; and

(h) construction and installation of a bridge for driveway access to the 3.88 acre island shown and depicted on Exhibit "A-1" if properly permitted by appropriate state and federal agencies; provided, however, that any such construction and installation shall be in accordance with any state and/or federal permits therefor.

(i) with respect to the twenty-five (25') foot upland buffers as shown on Exhibit "A-1," the following additional activities shall be expressly permitted:

(i) selective clearing within said upland buffer on Lots 1-3, 5-16, 20-21, 37-43, 61-62, 73-87, 89-94, 99-101, 105-121, and 123 and all Common Areas as shown on Exhibit "A-1." Such selective clearing shall be limited to one-third (1/3) of marsh frontage on each such marshfront Lot and one-half (1/2) of marsh frontage on each marshfront Common Area. Selective clearing shall be defined, for purposes of this Agreement, as removal of trees up to four (4") inches in diameter breast height (DBH) and pruning of shrubs to a height of three (3') feet for view corridors and pedestrian access;

(ii) supplemental planting of indigenous trees, shrubs and grasses; and

(iii) pedestrian paths and/or boardwalks providing access to any docks, so long as such docks are approved by the Corps and DHEC.

No mowing, bush hogging or formal, ornamental landscaping shall be allowed within said upland buffers.

Notwithstanding anything contained herein to the contrary, no activity prohibited by the City of Charleston Zoning Ordinances shall be permitted within the ten (10') foot strip of land lying between the twenty-five (25') foot buffer and the additional ten (10') foot wide set-back as shown on Exhibit "A-1." All other activity shall be permitted therein.

2. **Amendment.** After recording, these restrictive covenants may only be amended by a recorded document signed by the Corps and DHEC and Declarant. The recorded document, as amended, shall be consistent with the Charleston District model conservation restrictions at the time

of amendment. Amendment shall be allowed at the discretion of the Corps and DHEC, in consultation with resource agencies as appropriate, and then only in exceptional circumstances. Mitigation for amendment impacts will be required pursuant to Charleston District mitigation policy at the time of amendment. There shall be no obligation to allow an amendment.

3. **Notice to Government.** Any permit application, or request for certification or modification, which may affect the Property, made to any governmental entity with authority over wetlands or other waters of the United States, shall expressly reference and include a copy (with the recording stamp) of these restrictive covenants.

4. **Reserved Rights.** It is expressly understood and agreed that these restrictive covenants do not grant or convey to members of the general public any rights of ownership, entry or use of the Property. These restrictive covenants are created solely for the protection of the Property, and for the consideration and values set forth above, and Declarant reserves the ownership of the fee simple estate and all rights appertaining thereto, including without limitation the rights to exclude others and to use the property for all purposes not inconsistent with these restrictive covenants.

5. **Compliance Inspections.** The Corps, DHEC, and their authorized agents shall have the right to enter and go upon the lands of Declarant, to inspect the Property and take actions necessary to verify compliance with these restrictive covenants.

6. **Enforcement.** The Declarant grants to the Corps, the U.S. Department of Justice, and/or DHEC, a discretionary right to enforce these restrictive covenants in a judicial action against any persons or other entities violating or attempting to violate these restrictive covenants; provided, however, that no violation of these restrictive covenants shall result in a forfeiture or reversion of title. In any enforcement action, an enforcing agency shall be entitled to a complete restoration for any violation, as well as any other judicial remedy such as civil penalties. Nothing herein shall limit the right of the Corps to modify, suspend, or revoke the Permit.

7. **Property Transfers.** Declarant shall include the following notice on all deeds, mortgages, plats, or any other legal instruments used to convey any interest in the Property (failure to comply with this paragraph does not impair the validity or enforceability of these restrictive covenants):

NOTICE: This Property Subject to Declaration of Restrictive Covenants Recorded at [insert book and page references, county(ies), and date of recording].

8. **Marking of Property.** The perimeter of the Property shall at all times be plainly marked by permanent signs saying, "Protected Natural Area," or by an equivalent, permanent marking system.

9. **Recording of Plat.** A plat depicting the boundaries of the Property subject to these restrictive covenants is attached hereto, marked Exhibit "A-1" and incorporated herein by reference. For purposes of this Declaration, the Property shall include only areas described in Exhibit "A" and shown on Exhibit "A-1" consisting of (i) marshland shown on Exhibit "A-1," and (ii) those marsh islands and hummocks shown in cross-hatching on Exhibit "A-1," and (iii) the twenty-five (25') foot upland buffers shown and designated on Exhibit "A-1," and shall exclude all highland (other than those marsh islands and hummocks shown in cross-hatching on Exhibit "A-1" and the buffers shown on Exhibit "A-1").

10. **Separability Provision.** Should any separable part of these restrictive covenants be held contrary to law, the remainder shall continue in full force and effect.

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IN WITNESS WHEREOF, the Declarant has duly executed this Declaration of Restrictive Covenants the date written above.

IN THE PRESENCE OF:

Declarant:

RUSHLAND ASSOCIATES, LLC

By: Barry P. Marcus
Barry P. Marcus
Senior Vice-President

Kathy Tala
Barry P. Marcus

STATE OF CONNECTICUT)
COUNTY OF Fairfield)

ACKNOWLEDGMENT

I, Kim F. Xcell (Notary Public) do hereby certify that
Rushland Associates, LLC, by Barry P. Marcus, its Senior Vice-President, personally appeared
before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this 19TH day of JUNE, 2002.

Kim F. Xcell
Notary Public for Connecticut
My Commission Expires: 7/31/2006

EXHIBIT "A"PROPERTY DESCRIPTION

All those certain pieces, parcels or tracts of land, being a portion of Rushland Plantation, containing approximately 397.00 acres marsh, as shown on Exhibit "A-1," and approximately 15.76 acres marsh islands and hummocks, as shown in cross-hatching on Exhibit "A-1," together with the twenty-five (25') foot upland buffers as shown and designated on Exhibit "A-1"; the said 397.00 acres marsh, 15.97 acres marsh islands and hummocks, and upland buffers and setbacks being a portion of Tax Map Parcel 311-00-00-012 and Tax Map Parcel 311-00-00-013, owned by Rushland Associates, LLC. The Property shall not include any highland except those marsh islands and hummocks shown in cross-hatching on Exhibit "A-1," and except for the upland buffers shown on Exhibit "A-1" attached hereto and incorporated herein by reference. In addition, the Property shall not include any lands outside the Project Boundary as shown on Exhibit "A-1."



MITIGATION

CRITICAL LINE BUFFER
HIGHLAND AREAS TO BE PRESERVED
10 PIPE CROSSINGS ON
IMPROVED CAUSEWAY

8.55 AC.
15.06 AC.

PROJECT INFORMATION

PROJECT AREA
HIGHLAND AREA
SALT MARSH PRESERVATION

521,266 AC.
123.03 AC.
397,436 AC.

EXHIBIT "A-1"

MITIGATION EXHIBIT

FOR

RUSHLAND

MAY 31, 2002



PREPARED BY:
THOMAS & HUTTON ENGINEERING CO.
MT. PLEASANT, S. C.

BKD 410PG662

RETURN TO BASE, MOORE, SMYTH

W MOORE (WFB) ATTORNEY'S INITIALS

FILED

D410-654
2002 JUN 24 AM 10:35

CHARLIE LYBRAND
REGISTER
CHARLESTON COUNTY SC

14.00
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**AMENDMENT NO. 1 TO
DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS FOR RUSHLAND**

This Amendment No. 1 to Declaration of Covenants, Conditions and Restrictions for Rushland is made and entered into this 10TH day of July, 2003, by Rushland Associates, LLC, a South Carolina limited liability company (the "Declarant").

RECITALS:

WHEREAS, Declarant heretofore executed that certain Declaration of Covenants, Conditions and Restrictions for Rushland dated January 17, 2003, recorded in the R.M.C. Office for Charleston County on January 21, 2003, in Book V-433, at Page 84 (the "Declaration") and

WHEREAS, pursuant to Section 15.5(a) of the Declaration, Declarant, without a vote of the Owners, may amend the Declaration in any particular, by an instrument in writing filed and recorded in the Charleston County R.M.C. Office, with or without the approval of the Association or any Owner or Mortgagee, as defined in the Declaration; and

WHEREAS, the Declarant now desires to amend Article VIII of the Declaration, as more particularly set forth herein,

NOW, THEREFORE, Declarant hereby amends the Declaration as follows:

1. Article VIII, Master Dock Plan, Private Docks and Joint Docks, is hereby deleted in its entirety and the following substituted therefor:

ARTICLE VIII

MASTER DOCK PLAN; PRIVATE DOCKS AND JOINT DOCKS

8.1 Master Dock Plan. The Subdivision is subject to the Dock Master Plan (as amended) approved by OCRM, pursuant to which the Owners of Lots 73, 80 and 83 may be allowed to construct individual private docks for the sole and exclusive use of each such respective Owners (the "Private Docks"), except that the Lot 83 dock shall only be a "crabbing dock" as that term is defined by OCRM. In addition, the Owners of Lots 74 and 75 shall be allowed to construct one (1) shared dock for the joint use and enjoyment of Lots 74 and 75 (the "Lots 74 and 75 Joint Dock"); the Owners of Lots 76 and 77 shall be allowed to construct one (1) shared dock for the joint use and enjoyment of Lots 76 and 77 (the "Lots 76 and 77 Joint Dock"); the Owners of Lots 78 and 79 shall be allowed to construct one (1) shared dock for the joint use and enjoyment of Lots 78 and 79 (the "Lots 78 and 79 Joint Dock"); the Owners of Lots 81 and 82 shall be allowed to construct one (1) shared dock for the joint use and enjoyment of said Lots 81 and 82 (the "Lots 81 and 82 Joint Dock"); and the Owners of Lots 84 and 85 shall be allowed to construct one

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(1) shared dock for the joint use and enjoyment of said Lots 84 and 85 (the "Lots 84 and 85 Joint Dock"). The Lots 84 and 85 Joint Dock shall only be a "crabbing dock" as that term is defined by OCRM. The Lots 74 and 75 Joint Dock, the Lots 76 and 77 Joint Dock, the Lots 78 and 79 Joint Dock, the Lots 81 and 82 Joint Dock, and the Lots 84 and 85 Joint Dock are hereinafter sometimes referred to collectively as the "Joint Docks." Lots 86, 87, and 89-94, Phase 1, shall have no docks appurtenant to such Lots. Each Private Dock shall be constructed at the sole cost and expense of the Owner or Owners of the Lot to which such Private Dock is appurtenant. The cost and expense of constructing the Joint Docks shall be allocated and apportioned in accordance with the provisions of Section 8.7 of this Declaration. NOTICE IS HEREBY GIVEN THAT DOCK MASTER PLAN APPROVAL BY OCRM DOES NOT GUARANTEE THE ISSUANCE OF ANY DOCK PERMITS AND IS ONLY USED AS A GUIDE BY OCRM IN MAKING PERMITTING DECISIONS.

8.2 Conditions and Provisions for Private Docks and Joint Docks. Notwithstanding anything contained herein to the contrary, the Private Docks and the Joint Docks shall be subject to (i) final permitting approval from OCRM and any other governmental agency having jurisdiction thereof; (ii) approval by the Architectural Review Board pursuant to Article X of this Declaration as to design, location, siting and construction materials, and (iii) approval by the Declarant so long as the Class "B" Control Period has not expired or terminated. In addition, all Private Docks and Joint Docks shall be constructed within the Dock Corridors as shown and depicted on the Dock Master Plan and in strict conformance with all other terms and provisions of this Declaration.

8.3 Application for Dock to OCRM. No application for any Private Dock or Joint Dock shall be submitted to OCRM which has not obtained the prior written approval of the Architectural Review Board and the Declarant, except that no prior written approval of the Declarant shall be required following expiration or termination of the Class "B" Control Period.

8.4 Construction, Use and Maintenance of Docks. All Private Docks and Joint Docks shall be constructed, used and maintained in conformance with all applicable OCRM regulations and requirements and all applicable provisions of this Declaration. NOTHING CONTAINED IN THIS DECLARATION SHALL CONSTITUTE A REPRESENTATION, WARRANTY OR GUARANTY ON THE PART OF THE DECLARANT OR THE ASSOCIATION THAT OCRM SHALL GRANT A PERMIT FOR ANY PRIVATE DOCK OR JOINT DOCK.

8.5 Use of Docks. The use of all Private Docks and Joint Docks shall be limited to the Owner(s) of the Lots to which such docks are appurtenant, their immediate family, guests and invitees. The use of each such dock shall be limited to recreational purposes only and all commercial activities or moorings shall be prohibited. The Declarant or the Association may establish different and/or additional rules, uses and restrictions for any community dock which may be constructed as an appurtenance to the Common Area, and any such community dock, if constructed, shall be subject to all

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terms and provisions of (i) the Dock Master Plan, and (ii) all terms and provisions of any permit or permits therefor which may have been or which may hereafter be issued by OCRM.

8.6 Easements in Favor of the Association and OCRM. The Association and OCRM, and their authorized agents, shall have the right and easement to enter and go upon any Lots having a Joint Dock or Private Dock appurtenant thereto to inspect said Lots and Docks and take actions necessary to verify compliance with this Declaration and the Dock Master Plan, as the same may be amended or revised from time to time.

8.7 Additional Covenants, Conditions, Easements and Restrictions Relating to Lots 74, 75, 76, 77, 78, 79, 81, 82, 84 and 85 and the Joint Docks. In addition to the other provisions of this Declaration, Lots 74, 75, 76, 77, 78, 79, 81, 82, 84 and 85, and the Joint Docks shall be subject to the following additional covenants, conditions, easements and restrictions which shall be binding upon the Owners of Lots 74, 75, 76, 77, 78, 79, 81, 82, 84 and 85, and shall be binding upon all parties having any right, title or interest in any portion of said Lots, their heirs, successors, successors-in-title and assigns, and shall inure to the benefit of each such Owner thereof:

(a) Location of the Joint Docks. The Lots 74 and 75 Joint Dock shall be located on the common property line between Lots 74 and 75. The Lots 76 and 77 Joint Dock shall be located on the common property line between Lots 76 and 77. The Lots 78 and 79 Joint Dock shall be located on the common property line between Lots 78 and 79. The Lots 81 and 82 Joint Dock shall be located on the common property line between Lots 81 and 82. The Lots 84 and 85 Joint Dock shall be located on the common property line between Lots 84 and 85. Any other location for such Joint Docks shall be subject to approval by the Architectural Review Board, OCRM and the Declarant.

(b) Lots 74 and 75 Joint Dock Construction, Repair and Maintenance. The Lots 74 and 75 Joint Dock may be constructed jointly by the Owners of Lots 74 and 75, or the Lot 74 Owner or the Lot 75 Owner, at their option, may construct said Joint Dock. In any event, the Owners of Lots 74 and 75 shall be jointly and severally liable for all Joint Dock Expenses with respect to the Lots 74 and 75 Joint Dock. For purposes of this Declaration, the term "Joint Dock Expenses" shall mean all expenses (including, but not limited to, construction costs, insurance premiums, repairs, taxes, utilities, replacement costs, legal expenses and attorneys' fees, and permit fees of every type) associated with the construction, maintenance, repair and replacement of a Joint Dock. The Owners of Lots 74 and 75 shall be jointly and severally liable for the Joint Dock Expenses for the Lots 74 and 75 Joint Dock, irrespective of which Owner actually constructs said Joint Dock and irrespective of which Owner may advance such Joint Dock Expenses. To the extent either such Owner shall pay such Joint Dock Expenses, including any up-front construction costs or other expenses, such Owner shall be entitled to a reimbursement of half of such Joint Dock Expenses by the other Owner entitled to joint use and enjoyment of such

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Joint Dock, and such reimbursement of such Joint Dock Expenses shall be a condition precedent to the use and enjoyment of such Joint Dock by the non-contributing Owner. Notwithstanding anything contained herein to the contrary, in the event any repairs or replacement to such Joint Dock may be necessitated in whole or in part by the negligent or intentional actions of one Owner, its invitees, guests, tenants or family, such Owner shall be solely responsible to the non-responsible Owner for such repairs and/or replacement. If any such repairs or replacement are not performed or commenced within thirty (30) days of the event necessitating such repairs, the non-responsible Owner may make such repairs or replacement and shall be entitled to reimbursement from the responsible Owner within thirty (30) days of the submittal of invoices for such cost and expense. In the event the Owner of Lot 74 or the Owner of Lot 75 shall fail or refuse to pay its half of the Joint Dock Expenses to the other Owner as provided herein, including any up-front construction costs incurred by the other Owner entitled to the joint use and enjoyment of such Joint Dock, or if either Owner shall fail to reimburse the other Owner for the cost and expense of any repairs or replacement to such Joint Dock necessitated in whole or in part by the negligent or intentional actions of said Owner, its invitees, guests, tenants or family, such failure or refusal shall result in the suspension or termination of such joint usage with respect to such defaulting Owner, and the non-defaulting party may pursue any further remedy as set forth herein below, including the collection of such amounts due, plus reasonable attorneys fees and court costs.

(c) Lots 76 and 77 Joint Dock Construction, Repair and Maintenance. The Lots 76 and 77 Joint Dock may be constructed jointly by the Owners of Lots 76 and 77, or the Lot 76 Owner or the Lot 77 Owner, at their option, may construct said Joint Dock. In any event, the Owners of Lots 76 and 77 shall be jointly and severally liable for all Joint Dock Expenses with respect to the Lots 76 and 77 Joint Dock. The Owners of Lots 76 and 77 shall be jointly and severally liable for the Joint Dock Expenses for the Lots 76 and 77 Joint Dock, irrespective of which Owner actually constructs said Joint Dock and irrespective of which Owner may advance such Joint Dock Expenses. To the extent either such Owner shall pay such Joint Dock Expenses, including any up-front construction costs or other expenses, such Owner shall be entitled to a reimbursement of half of such Joint Dock Expenses by the other Owner entitled to joint use and enjoyment of such Joint Dock, and such reimbursement of such Joint Dock Expenses shall be a condition precedent to the use and enjoyment of such Joint Dock by the non-contributing Owner. Notwithstanding anything contained herein to the contrary, in the event any repairs or replacement to such Joint Dock may be necessitated in whole or in part by the negligent or intentional actions of one Owner, its invitees, guests, tenants or family, such Owner shall be solely responsible to the non-responsible Owner for such repairs and/or replacement. If any such repairs or replacement are not performed or commenced within thirty (30) days of the event necessitating such repairs, the non-responsible Owner may make such repairs or replacement and shall be entitled to reimbursement from the responsible Owner within thirty (30) days of the submittal of invoices for

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such cost and expense. In the event the Owner of Lot 76 or the Owner of Lot 77 shall fail or refuse to pay its half of the Joint Dock Expenses to the other Owner as provided herein, including any up-front construction costs incurred by the other Owner entitled to the joint use and enjoyment of such Joint Dock, or if either Owner shall fail to reimburse the other Owner for the cost and expense of any repairs or replacement to such Joint Dock necessitated in whole or in part by the negligent or intentional actions of said Owner, its invitees, guests, tenants or family, such failure or refusal shall result in the suspension or termination of such joint usage with respect to such defaulting Owner, and the non-defaulting party may pursue any further remedy as set forth herein below, including the collection of such amounts due, plus reasonable attorneys fees and court costs.

(d) Lots 78 and 79 Joint Dock Construction, Repair and Maintenance. The Lots 78 and 79 Joint Dock may be constructed jointly by the Owners of Lots 78 and 79, or the Lot 78 Owner or the Lot 79 Owner, at their option, may construct said Joint Dock. In any event, the Owners of Lots 78 and 79 shall be jointly and severally liable for all Joint Dock Expenses with respect to the Lots 78 and 79 Joint Dock. The Owners of Lots 78 and 79 shall be jointly and severally liable for the Joint Dock Expenses for the Lots 78 and 79 Joint Dock, irrespective of which Owner actually constructs said Joint Dock and irrespective of which Owner may advance such Joint Dock Expenses. To the extent either such Owner shall pay such Joint Dock Expenses, including any up-front construction costs or other expenses, such Owner shall be entitled to a reimbursement of half of such Joint Dock Expenses by the other Owner entitled to joint use and enjoyment of such Joint Dock, and such reimbursement of such Joint Dock Expenses shall be a condition precedent to the use and enjoyment of such Joint Dock by the non-contributing Owner. Notwithstanding anything contained herein to the contrary, in the event any repairs or replacement to such Joint Dock may be necessitated in whole or in part by the negligent or intentional actions of one Owner, its invitees, guests, tenants or family, such Owner shall be solely responsible to the non-responsible Owner for such repairs and/or replacement. If any such repairs or replacement are not performed or commenced within thirty (30) days of the event necessitating such repairs, the non-responsible Owner may make such repairs or replacement and shall be entitled to reimbursement from the responsible Owner within thirty (30) days of the submittal of invoices for such cost and expense. In the event the Owner of Lot 78 or the Owner of Lot 79 shall fail or refuse to pay its half of the Joint Dock Expenses to the other Owner as provided herein, including any up-front construction costs incurred by the other Owner entitled to the joint use and enjoyment of such Joint Dock, or if either Owner shall fail to reimburse the other Owner for the cost and expense of any repairs or replacement to such Joint Dock necessitated in whole or in part by the negligent or intentional actions of said Owner, its invitees, guests, tenants or family, such failure or refusal shall result in the suspension or termination of such joint usage with respect to such defaulting Owner, and the non-defaulting party may pursue any further remedy as set forth herein below, including the collection of such amounts due, plus reasonable attorneys fees and court costs.

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(e) Lots 81 and 82 Joint Dock Construction, Repair and Maintenance. The Lots 81 and 82 Joint Dock may be constructed jointly by the Owners of Lots 81 and 82, or the Lot 81 Owner or the Lot 82 Owner, at their option, may construct said Joint Dock. In any event, the Owners of Lots 81 and 82 shall be jointly and severally liable for all Joint Dock Expenses with respect to the Lots 81 and 82 Joint Dock. The Owners of Lot 81 and 82 shall be jointly and severally liable for the Joint Dock Expenses for the Lots 81 and 82 Joint Dock, irrespective of which Owner actually constructs said Joint Dock and irrespective of which Owner may advance such Joint Dock Expenses. To the extent either such Owner shall pay such Joint Dock Expenses, including any up-front construction costs or other expenses, such Owner shall be entitled to a reimbursement of half of such Joint Dock Expenses by the other Owner entitled to joint use and enjoyment of such Joint Dock, and such reimbursement of such Joint Dock Expenses shall be a condition precedent to the use and enjoyment of such Joint Dock by the non-contributing Owner. Notwithstanding anything contained herein to the contrary, in the event any repairs or replacement to such Joint Dock may be necessitated in whole or in part by the negligent or intentional actions of one Owner, its invitees, guests, tenants or family, such Owner shall be solely responsible to the non-responsible Owner for such repairs and/or replacement. If any such repairs or replacement are not performed or commenced within thirty (30) days of the event necessitating such repairs, the non-responsible Owner may make such repairs or replacement and shall be entitled to reimbursement from the responsible Owner within thirty (30) days of the submittal of invoices for such cost and expense. In the event the Owner of Lot 81 or the Owner of Lot 82 shall fail or refuse to pay its half of the Joint Dock Expenses to the other Owner as provided herein, including any up-front construction costs incurred by the other Owner entitled to the joint use and enjoyment of such Joint Dock, or if either Owner shall fail to reimburse the other Owner for the cost and expense of any repairs or replacement to such Joint Dock necessitated in whole or in part by the negligent or intentional actions of said Owner, its invitees, guests, tenants or family, such failure or refusal shall result in the suspension or termination of such joint usage with respect to such defaulting Owner, and the non-defaulting party may pursue any further remedy as set forth herein below, including the collection of such amounts due, plus reasonable attorneys fees and court costs.

(f) Lots 84 and 85 Joint Dock Construction, Repair and Maintenance. The Lots 84 and 85 Joint Dock may be constructed jointly by the Owners of Lots 84 and 85, or the Lot 84 Owner or the Lot 85 Owner may construct said Joint Dock. In any event, the Owners of Lots 84 and 85 shall be jointly and severally liable for all Joint Dock Expenses with respect to the Lots 84 and 85 Joint Dock. The Owners of Lot 84 and 85 shall be jointly and severally liable for the Joint Dock Expenses for the Lots 84 and 85 Joint Dock, irrespective of which Owner actually constructs said Joint Dock and irrespective of which Owner may advance such Joint Dock Expenses. To the extent either such Owner shall pay such Joint Dock Expenses, including any up-front construction costs or other

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expenses, such Owner shall be entitled to a reimbursement of half of such Joint Dock Expenses by the other Owner entitled to joint use and enjoyment of such Joint Dock, and such reimbursement of such Joint Dock Expenses shall be a condition precedent to the use and enjoyment of such Joint Dock by the non-contributing Owner. Notwithstanding anything contained herein to the contrary, in the event any repairs or replacement to such Joint Dock may be necessitated in whole or in part by the negligent or intentional actions of one Owner, its invitees, guests, tenants or family, such Owner shall be solely responsible to the non-responsible Owner for such repairs and/or replacement. If any such repairs or replacement are not performed or commenced within thirty (30) days of the event necessitating such repairs, the non-responsible Owner may make such repairs or replacement and shall be entitled to reimbursement from the responsible Owner within thirty (30) days of the submittal of invoices for such cost and expense. In the event the Owner of Lot 84 or the Owner of Lot 85 shall fail or refuse to pay its half share of the Joint Dock Expenses to the other Owner as provided herein, including any up-front construction costs incurred by the other Owner entitled to the joint use and enjoyment of such Joint Dock, or if either Owner shall fail to reimburse the other Owner for the cost and expense of any repairs or replacement to such Joint Dock necessitated in whole or in part by the negligent or intentional actions of said Owner, its invitees, guests, tenants or family, such failure or refusal shall result in the suspension or termination of such joint usage with respect to such defaulting Owner, and the non-defaulting party may pursue any further remedy as set forth herein below, including the collection of such amounts due, plus reasonable attorneys fees and court costs.

(g) Joint Use and Enjoyment of Joint Docks. Except as otherwise provided herein, Lots 74 and 75 shall be entitled to the joint use and enjoyment of the Lots 74 and 75 Joint Dock; Lots 76 and 77 shall be entitled to the joint use and enjoyment of the Lots 76 and 77 Joint Dock; Lots 78 and 79 shall be entitled to the joint use and enjoyment of the Lots 78 and 79 Joint Dock; Lots 81 and 82 shall be entitled to the joint use and enjoyment of the Lots 81 and 82 Joint Dock, and Lots 84 and 85 shall be entitled to the joint use and enjoyment of the Lots 84 and 85 Joint Dock. No other dock or docks may be constructed as an appurtenance to Lots 74 and 75, Lots 76 and 77, Lots 78 and 79, Lots 81 and 82 and Lots 84 and 85.

(h) Joint Dock Access Easement. For purposes of allowing access, ingress and egress to the Lots 74 and 75 Joint Dock, the Lots 76 and 77 Joint Dock, the Lots 78 and 79 Joint Dock, the Lots 81 and 82 Joint Dock and the Lots 84 and 85 Joint Dock, each such Lot which has a Joint Dock appurtenant thereto shall be subject to a common walkway or dock access easement ("the Dock Access Easement") upon, over and across an area which is seven and one-half (7-1/2') feet wide along each side of the common property line of Lots 74 and 75, Lots 76 and 77, Lots 78 and 79, Lots 81 and 82, and Lots 84 and 85 (for a total width of fifteen (15') feet), plus an area ten (10') feet in width adjacent to and parallel with the OCRM critical line on each such Lot (the Dock Access Easement

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Area”). Each such Dock Access Easement shall be a non-exclusive, perpetual, permanent, assignable, transmissible, commercial easement for purposes of pedestrian and boat access, ingress and egress over and across the respective Dock Access Easement Areas to the respective Joint Docks.

(i) Maintenance and Repair; Capital Improvements to Joint Docks. The Owners of Lots 74 and 75, the Owner of Lots 76 and 77, the Owners of Lots 78 and 79, the Owners of Lots 81 and 82 and the Owners of Lots 84 and 85 agree to periodically confer with the other regarding the status of maintenance and repair with regard to the respective Joint Docks and at all times exercise good faith and good judgment in dealing with matters of joint interest pertaining to said Joint Docks. The said Co-Owners further agree that the respective Joint Docks shall be maintained and repaired as a Joint Dock Expense of each of the two parties in interest thereto, such expense to be shared on an equal one-half basis. The respective Co-Owners agree to periodically confer with each other regarding the need for capital improvements to such Joint Dock and at all times exercise good faith and good judgment in dealing with the need for additional capital improvements to each such Joint Dock which are mutually beneficial. The respective Co-Owners further agree that if, in the opinion of either of the Co-Owners, capital improvements are advisable and if the other Co-Owner refuses to participate financially in the making of such capital improvements after reasonable written notice of not less than thirty (30) days setting forth the nature of such capital improvements, the other Co-Owner shall be authorized to make such capital improvements at its sole expense and the non-contributing Co-Owner shall not be liable for any portion of such cost, unless such capital improvements are required pursuant to the provisions of Section 8.7(b), (c), (d), (e) or (f) hereof.

(j) Remedies. If any Owner of Lot 74, 75, 76, 77, 78, 79, 81, 82, 84 or 85 shall breach its covenants and agreements contained in this Article, or should payment for any Joint Dock Expense not be made in full to the other Owner or Owners within thirty (30) days of the due date therefor, then, in such event, the defaulting Lot Owner shall forfeit all right to use the Joint Dock unless and until full payment for such Joint Dock Expense is made with interest at the rate of one and one-half (1-1/2%) percent per month beginning thirty (30) days following the due date therefor. If said payment for any Joint Dock Expense is not made in full to the other Owner or Owners entitled thereto within forty-five (45) days of demand therefor, then, in such event, the non-defaulting Lot Owner shall have the right to seek any other legal or equitable remedy as a result of such default, including the right to place a lien on the defaulting Owner's Lot to secure payment of delinquent Joint Dock Expenses, as well as interest and costs of collection (including attorneys' fees and court costs). Such lien shall be superior to all other liens, except (i) the liens of all taxes, bonds, assessments and other levies which by law would be superior, (ii) the lien or charge of any first Mortgage of record (meaning any recorded Mortgage with first priority over other Mortgages) made in good faith and for value, and (iii) any lien for Assessments filed pursuant to Section 9.6 of this Declaration. Such lien, when delinquent, may

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be enforced by suit, judgment and judicial or non-judicial foreclosure in the same manner as Association liens as provided in Section 9.6 hereof.

(k) Insurance. Each Owner of Lots 74, 75, 76, 77, 78, 79, 81, 82, 84 and 85 shall, at their cost and expense, obtain and maintain at all times, liability insurance for the respective Joint Docks and Dock Access Easement Areas with a combined personal injury and property damage limit of not less than One Million and No/100ths (\$1,000,000.00) Dollars for each occurrence and not less than Two Million and No/100ths (\$2,000,000.00) Dollars in the aggregate insuring against all liability for any and all damages arising as a result of utilizing the subject Dock Access Easements herein granted, or for any damages which may arise from the use of the Joint Dock by each party or by any invitees, licensees and guests coming upon the premises of the Joint Dock. Each party agrees to hold and save the other party harmless from any and all damages arising as a result of such Owner's use or the use by his or her invitees or guests of the Dock Access Easements or the Joint Docks.

8.8 Community and Neighborhood Docks. Any community dock or neighborhood dock which may, at Declarant's option, be built as an appurtenance to any portion of the Common Area, shall be subject to this Declaration, all rules and regulations promulgated by the Declarant or the Association and subject to all terms and conditions of the Dock Master Plan including, without limitation, the following restrictions: (i) no permanent boat moorage of any kind shall be permitted at any such community dock; and (ii) the community docks shall be subject to any terms and conditions of any final OCRM permit authorizing the construction of same, and may or may not have a float, as determined by OCRM in the permitting process. The neighborhood dock located near Lot 62 and the eastern end of Gregorie Commons shall be deemed an Exclusive Common Area, reserved for the exclusive use of the Owners of Lots 57 through 66. Future Phases of the Subdivision may include one or more Community Docks which may be designated as an Exclusive Common Area reserved for the exclusive use of certain Lots in such additional Phase or Phases. The Community Dock to be constructed as an appurtenance to the Common Area located between Lots 77 and 78, as shown on the Subdivision Plat, shall be for the joint use and benefit of all Lots within the Subdivision, including future phases thereof.

2. As amended by this Amendment No. 1, the Declaration of Covenants, Conditions and Restrictions for Rushland dated January 17, 2003, recorded in the R.M.C. Office for Charleston County on January 21, 2003, in Book V-433, at Page 84, shall remain in full force and effect.

(00534893.)

9

3KB 458PG141

IN WITNESS WHEREOF, the Declarant has executed this Amendment No. 1 to Declaration of Covenants, Conditions and Restrictions as of the date and year first above written.

DECLARANT:

IN THE PRESENCE OF:

RUSHLAND ASSOCIATES, LLC,
a South Carolina limited liability company

Jennifer Kamin
Kathleen Chiles

By: *By P.M.*
Barry P. Marcus
Its Senior Vice President

STATE OF CONNECTICUT)

COUNTY OF Fairfield)

ACKNOWLEDGMENT

I, Barbara Gerwien (Notary Public) do hereby certify that Rushland Associates, LLC, a South Carolina limited liability company, by Barry P. Marcus, its Senior Vice President, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this 10 day of July, 2003.

Barbara Gerwien
Notary Public for Connecticut
My Commission Expires: _____

BARBARA GERWIEN
Notary Public
Fairfield Cty, CT
My Commission Expires 4-30-2007

{00534893.}

10

RETURN TO BUIST, MOORE, SMYTHE
& MCGEE (W7K)
Attorney's Initial

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FILED

B458-132

2003 JUL 17 PM 2:50

CHARLIE LYBRAND
REGISTER
CHARLESTON COUNTY SC

16-20
A

My Commission Expires 4-30-2007
Fairfield, CT
Notary Public
DAVID A. GERMEN

BK B 458 PG 143

**AMENDMENT NO. 1 TO
DECLARATION OF RESTRICTIVE COVENANTS**

This Amendment No. 1 to Declaration of Restrictive Covenants is made this 10th day of July, 2003, by Rushland Associates, LLC, a South Carolina limited liability company (the "Declarant").

RECITALS:

WHEREAS, Declarant is the Owner of certain real property (the "Property") located on John's Island, in the City of Charleston, Charleston County, South Carolina, now designated or to be designated as Lots 1 through 123, Rushland, as shown on the Amended Dock Master Plan Exhibit attached hereto as Exhibit "A" and incorporated herein by reference (the "Amended Dock Master Plan"); and

WHEREAS, by Declaration of Restrictive Covenants dated November 6, 2002, recorded in the R.M.C. Office for Charleston County on January 21, 2003 in Book V-433, at Page 78 (the "Declaration"), Declarant recorded the Rushland Dock Master Plan (the "Original Dock Master Plan"), together with certain additional restrictions as more particularly set forth in said Declaration; and

WHEREAS, the Original Dock Master Plan as now been amended, as more particularly set forth in the Amended Dock Master Plan attached hereto as Exhibit "A" and incorporated herein by reference; and

WHEREAS, Declarant now wishes to amend the Declaration by deleting the Original Dock Master Plan attached thereto as Exhibit "A" and by substituting in its place and stead the Amended Dock Master Plan, attached hereto as Exhibit "A" and incorporated herein by reference, and to add certain additional restrictions, as more particularly set forth herein,

NOW THEREFORE, Declarant hereby amends the Declaration as follows:

1. The Declaration is hereby amended to delete the Original Dock Master Plan, attached thereto as Exhibit "A", and by substituting therefor the Amended Dock Master Plan, attached hereto as Exhibit "A" and incorporated herein by reference.
2. All terms, conditions and restrictions set forth in that certain Consent Order amending the Original Dock Master Plan, Docket #03-ALJ-BO7-009-CC, a copy of which is attached hereto as Exhibit "B" and incorporated herein by reference, shall be binding upon the respective Owner or Owners of all Lots described therein, their heirs, successors and assigns.
3. As amended by this Amendment No. 1, the Declaration of Restrictive Covenants dated November 6, 2002, recorded in the R.M.C. Office for Charleston County in Book V-433, at Page 78, shall remain in full force and effect.

(00535137.)

1

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IN WITNESS WHEREOF, the Declarant has executed this Amendment No. 1 to Declaration of Restrictive Covenants on the date and year first above written.

DECLARANT:

IN THE PRESENCE OF:

RUSHLAND ASSOCIATES, LLC,
a South Carolina limited liability company

Jennifer Akers
Kathleen C. Calo

By: Barry P. Marcus
Barry P. Marcus
Its Senior Vice President

STATE OF CONNECTICUT)

COUNTY OF Fairfield)

ACKNOWLEDGMENT

I, Barbara Gerwen (Notary Public) do hereby certify that Rushland Associates, LLC, a South Carolina limited liability company, by Barry P. Marcus, its Senior Vice President, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

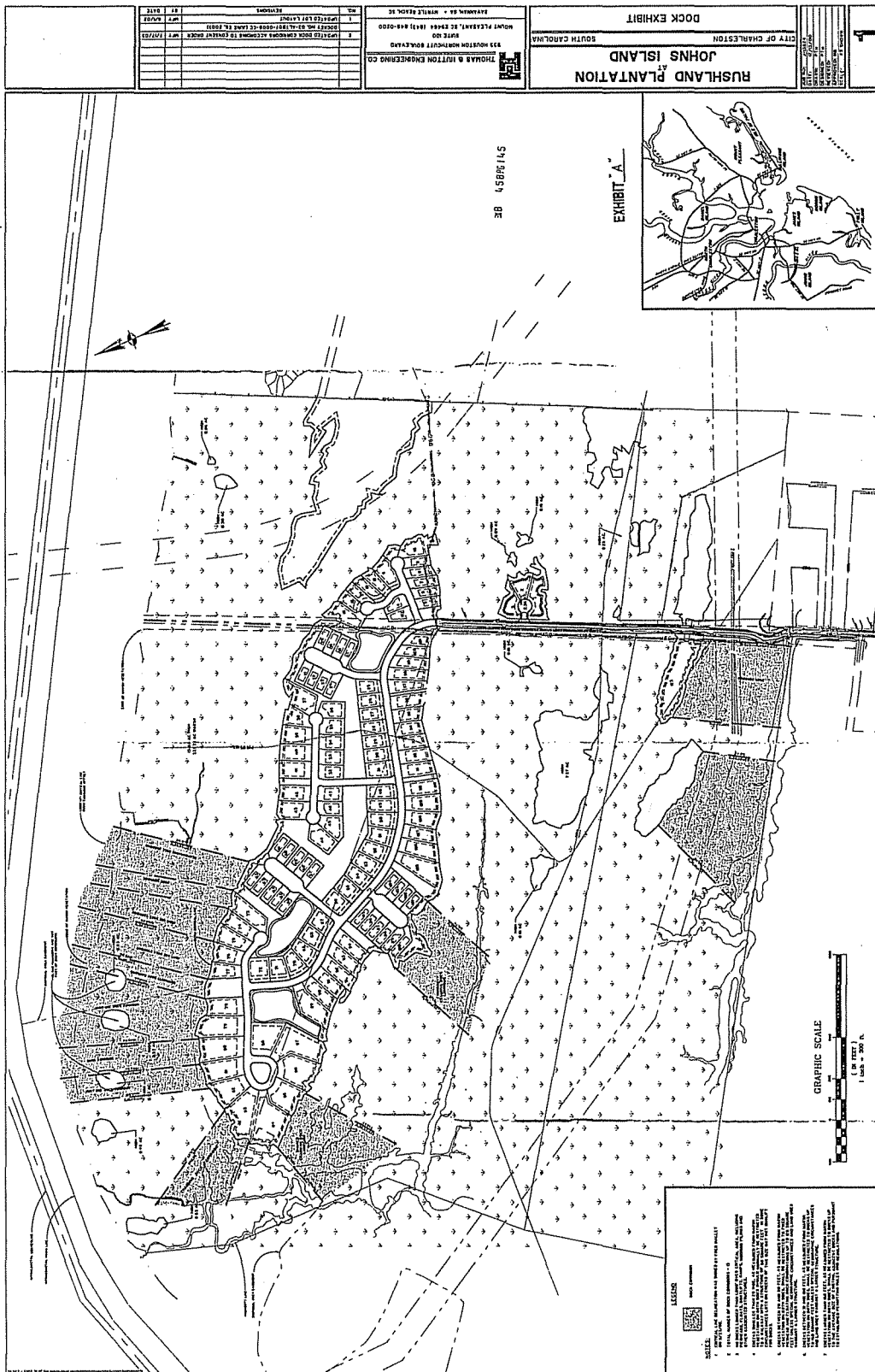
Witness my hand and seal this 10 day of July, 2003.

Barbara Gerwen
Notary Public for Connecticut
My Commission Expires:

BARBARA GERWEN
Notary Public
Fairfield City, CT
My Commission Expires 4-30-2007

(00535137.)

2



BKB 458PG146

RETURN TO BUJST, MOORE, SMYTHE
& MCGEE (W F M)

Attorney's Initial

FILED

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2003 JUL 17 PM 2:51

CHARLIE LYBRAND
REGISTER
CHARLESTON COUNTY SC

10.0
A

BARBARA GENTHER
Housing Office
TO
LAWRENCE CITY, CT
My Commission Expires 4-30-2004

**AMENDMENT NO. 2 TO
DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS FOR RUSHLAND**

This Amendment No. 2 to Declaration of Covenants, Conditions and Restrictions for Rushland is made and entered into this 18th day of October, 2004, by Rushland Associates, LLC, a South Carolina limited liability company (the "Declarant").

RECITALS:

WHEREAS, Declarant heretofore executed that certain Declaration of Covenants, Conditions and Restrictions for Rushland dated January 17, 2003, recorded in the R.M.C. Office for Charleston County on January 21, 2003, in Book V-433, at Page 84, as amended by Amendment No. 1 to Declaration of Covenants, Conditions and Restrictions for Rushland dated July 10, 2003, recorded in the RMC Office for Charleston County on July 17, 2003, in Book B-458, at Page 142 (the "Declaration"); and

WHEREAS, pursuant to Article II, Section 2.2 of said Declaration, Declarant reserves the option, to be exercised in its sole discretion, to submit at any time, or from time to time, certain Additional Property (as defined therein) or any portion or portions thereof to the provisions of the Declaration and to cause the Additional Property or any portion or portions thereof to become part of the Property (as defined therein); and

WHEREAS, pursuant to Section 15.5(a) of the Declaration, Declarant, without a vote of the Owners, may amend the Declaration in any particular, by an instrument in writing filed and recorded in the RMC Office for Charleston County, with or without the approval of the Association or any Owner or Mortgagee, as defined in the Declaration; and

WHEREAS, Declarant now wishes to submit a portion of the Additional Property as described herein to the provisions of the Declaration and to cause the below described portion of the Additional Property to become part of the Property subject to the Declaration and desires to amend the Declaration as more particularly set forth herein,

NOW, THEREFORE, Declarant hereby amends the Declaration and declares as follows:

1. When used in this Amendment No. 2, unless the context shall prohibit or require otherwise, all words defined in the Declaration shall have the meanings as set forth in said Declaration.

2. All of the real property described in Exhibit "A" attached hereto, said property being a portion of the Additional Property as more particularly defined in the Declaration, shall be submitted to the plan and operation of the Declaration as amended by this Amendment No. 2, and said property shall be held, mortgaged, transferred, sold,

conveyed, leased, occupied and used, subordinate and subject to the easements, restrictions, covenants, charges, liens and conditions imposed in the Declaration, as amended, for the purpose of protecting the value and desirability of such property and which restrictions, easements, charges, liens, conditions and covenants shall touch and concern and run with the title to the real property subjected to the Declaration, as amended, and which shall be binding on all parties having any right, title or interest in such property or any portion thereof. The Declaration, as amended, shall bind the respective heirs, devisees, fiduciary representatives, successors, successors in title and/or assigns, and shall inure to the benefit of any one or anything who/which purchases or takes any interest in real property within the lands subject to the Declaration, as amended.

3. Article I, Definitions, is hereby amended by inserting the following definition of "Phase 2" and by deleting the definition of "Subdivision Plat" and substituting the following therefor:

"Phase 2. The real property described in Exhibit "A" to Amendment No. 2 to Declaration of Covenants, Conditions and Restrictions for Rushland dated October 18, 2004, consisting of 26 single family Lots, Lots 32 through 47 and Lots 95 through 104."

"Subdivision Plat. That certain plat entitled "Final Subdivision Plat of Rushland, Phase 1" located in the City of Charleston, Charleston County, South Carolina dated June 17, 2002, prepared by Thomas & Hutton Engineering Co. and recorded in the Public Records in Plat Book EG, at Pages 95 through 101; together with that certain plat entitled "Final Subdivision Plat of Rushland, Phase 2" located in the City of Charleston, Charleston County, South Carolina dated October 5, 2004, prepared by Thomas & Hutton Engineering Co. and recorded in the Public Records in Plat Book EH, at Pages 428 through 431."

4. The first paragraph of Section 3.2, Exclusive Common Area, is hereby amended to read as follows:

" Certain portions of the Common Area may be designated as Exclusive Common Area and reserved for the exclusive use or primary benefit of Owners and occupants of specified Lots. By way of illustration and not limitation, Exclusive Common Areas may include the following: certain designated entry features, recreational facilities, docks, lakes, and lagoons and other portions of the Common Area, as designated by Declarant. All costs associated with maintenance, repair, replacement, and insurance of an Exclusive Common Area shall be assessed against the Owners of Lots to which the Exclusive Common Areas are assigned as a Specific Assessment. The following areas shall be deemed Exclusive Common Area in Phase 1, reserved for the exclusive use of the Owners of Lots 57 through 66: the neighborhood dock constructed or to be constructed as an appurtenance to the Common Area adjacent to Lot 62, said dock to be constructed within the "Community Dock Corridor" near Lot 62, as labeled on the Dock Master Plan (as a result of a change in the numbering system for Lots

within the Subdivision, earlier versions of the Dock Master Plan may show current Lot 62 as Lot 46). The following area shall be deemed Exclusive Common Area in Phase 2, reserved for the exclusive use of the Owners of Lots 95 through 104: any neighborhood crabbing dock constructed or which may be constructed as an appurtenance to the Common Area adjacent to such Lots, said dock to be constructed within the "Community Dock Corridor", as labeled on the Dock Master Plan."

5. Section 8.1, Master Dock Plan, is hereby amended by inserting the following sentence immediately after the sentence ending with the phrase "appurtenant to such Lots.":

"The Lots in Phase 2 shall have no docks appurtenant to such Lots."

6. Section 8.8, Community and Neighborhood Docks, is hereby amended by inserting the following sentence after the last sentence of the paragraph:

"Any neighborhood crabbing dock constructed or which may be constructed as an appurtenance to the Common Area adjacent to Lots 95 through 104 shall be deemed an Exclusive Common Area, reserved for the exclusive use of the Owners of such Lots."

7. Subsection (f) of Section 11.21, Additional Restrictions for Lots Fronting Marsh, is hereby amended to read as follows:

"(f) No docks whatsoever shall be allowed on Lots 86, 87, and 89-94, Phase 1, or on any Lots located in Phase 2, except for a community dock in Phase 2 as shown on the Dock Master Plan."

8. Section 11.24, Building Requirements, is hereby amended by deleting the table of minimum Living Space requirements for each Lot and substituting the following table therefor:

<u>Lots</u>	<u>Minimum Square Feet of Living Space</u>
Estate Lots - Lots 73 through 88	3,200
Marsh View Lots - Lots 89 through 94, and Lots 37 through 43	2,800
Marsh Cove Lots - Lots 57 through 66, and Lots 95 through 104	2,400
Lagoon View Lots - Lots 67 through 72, Lots 32 through 36 and Lots 44 through 47	2,400

9. As amended by this Amendment No. 2, the Declaration shall remain in full force and effect.

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IN WITNESS WHEREOF, the Declarant has executed this Amendment No. 2 to Declaration of Covenants, Conditions and Restrictions as of the date and year first above written.

DECLARANT:

RUSHLAND ASSOCIATES, LLC,
a South Carolina limited liability company

IN THE PRESENCE OF:

Kathleen Connolly
Barbara Carsten

By: Barry P. Marcus
Barry P. Marcus
Its Senior Vice President

STATE OF CONNECTICUT

South 17011K

) ACKNOWLEDGMENT

COUNTY OF FAIRFIELD

)

I, Jennifer Skawinski (Notary Public) do hereby certify that Rushland Associates, LLC, a South Carolina limited liability company, by Barry P. Marcus, its Senior Vice President, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this 7th day of October, 2004.

Jennifer Skawinski
Notary Public for CONNECTICUT **JENNIFER L. SKAWINSKI**
My Commission Expires: Notary Public
Fairfield Cty. CT
My Commission Expires 5-31-08

EXHIBIT "A"

ALL those certain lots, pieces or parcels of land situate, lying and being on Johns Island, in the City of Charleston, Charleston County, South Carolina, known and designated as Lots 32-47 and 95-104 inclusive, "Common Area" containing 0.20 acres, "Open Space" containing 0.69 acres, "Open Space" containing 1.72 acres, and "Open Space" containing 4.40 acres, more or less, as shown and depicted on a plat entitled, "FINAL SUBDIVISION PLAT OF RUSHLAND PHASE 2," prepared by Thomas & Hutton Engineering Co., Inc., dated October 5, 2004, recorded in the RMC Office for Charleston County in Plat Book EH, at Pages 428 through 431; said Lots and parcels having such size, shape, dimensions, buttings and boundings as will by reference to said plat more fully appear.

TOGETHER with all adjacent rights-of-way and easements as shown and depicted on the aforesaid plat prepared by Thomas & Hutton Engineering Co., Inc., and all rights, licenses, riparian, littoral and other rights appurtenant to or associated with the property described above.

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RETURN TO ~~BUST, MOORE, SMYTHE~~

& McGEE (WFM)

Attorney's Initial

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WFM

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2004 OCT 18 PM 3:42

CHARLIE LYBRAND
REGISTER
CHARLESTON COUNTY SC

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**AMENDMENT NO. 3 TO
DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS FOR RUSHLAND**

This Amendment No. 3 to Declaration of Covenants, Conditions and Restrictions for Rushland is made and entered into this 1st day of December, 2004, by Rushland Associates, LLC, a South Carolina limited liability company (the "Declarant").

RECITALS:

WHEREAS, Declarant heretofore executed that certain Declaration of Covenants, Conditions and Restrictions for Rushland dated January 17, 2003, recorded in the RMC Office for Charleston County on January 21, 2003, in Book V-433, at Page 84, as amended by Amendment No. 1 to Declaration of Covenants, Conditions and Restrictions for Rushland dated July 10, 2003, recorded in the RMC Office for Charleston County on July 17, 2003, in Book B-458, at Page 142, and Amendment No. 2 to Declaration of Covenants, Conditions and Restrictions for Rushland dated October 18, 2004, recorded in the RMC Office for Charleston County on October 18, 2004 in Book C-513, at Page 65 (the "Declaration"); and

WHEREAS, pursuant to Article II, Section 2.2 of said Declaration, Declarant reserves the option, to be exercised in its sole discretion, to submit at any time, or from time to time, certain Additional Property (as defined therein) or any portion or portions thereof to the provisions of the Declaration and to cause the Additional Property or any portion or portions thereof to become part of the Property (as defined therein); and

WHEREAS, pursuant to Section 15.5(a) of the Declaration, Declarant, without a vote of the Owners, may amend the Declaration in any particular, by an instrument in writing filed and recorded in the RMC Office for Charleston County, with or without the approval of the Association or any Owner or Mortgagee, as defined in the Declaration; and

WHEREAS, Declarant now wishes to submit a portion of the Additional Property as described herein to the provisions of the Declaration and to cause the below described portion of the Additional Property to become part of the Property subject to the Declaration and desires to amend the Declaration as more particularly set forth herein,

NOW, THEREFORE, Declarant hereby amends the Declaration and declares as follows:

1. When used in this Amendment No. 3, unless the context shall prohibit or require otherwise, all words defined in the Declaration shall have the meanings as set forth in said Declaration.

2. All of the real property described in Exhibit "A" attached hereto, said property being a portion of the Additional Property as more particularly defined in the Declaration, shall be submitted to the plan and operation of the Declaration as amended by this Amendment No. 3, and said property shall be held, mortgaged, transferred, sold, conveyed, leased, occupied and used, subordinate and subject to the easements, restrictions, covenants, charges, liens and conditions imposed in the Declaration, as amended, for the purpose of protecting the value and desirability of such property and which restrictions, easements, charges, liens, conditions and covenants shall touch and concern and run with the title to the real property subjected to the Declaration, as amended, and which shall be binding on all parties having any right, title or interest in such property or any portion thereof. The Declaration, as amended, shall bind the respective heirs, devisees, fiduciary representatives, successors, successors in title and/or assigns, and shall inure to the benefit of any one or anything who/which purchases or takes any interest in real property within the lands subject to the Declaration, as amended.

3. Article 1, Definitions, is hereby amended by inserting the following definition of "Phase 2B" and by deleting the definition of "Subdivision Plat" and substituting the following therefor:

"Phase 2B. The real property described in Exhibit "A" to Amendment No. 3 to Declaration of Covenants, Conditions and Restrictions for Rushland dated December 1, 2004, consisting of 33 single family Lots, Lots 25 through 31, Lots 48 through 56 and Lots 105 through 121."

"Subdivision Plat. That certain plat entitled "Final Subdivision Plat of Rushland, Phase 1" located in the City of Charleston, Charleston County, South Carolina dated June 17, 2002, prepared by Thomas & Hutton Engineering Co. and recorded in the Public Records in Plat Book EG, at Pages 95 through 101; together with that certain plat entitled "Final Subdivision Plat of Rushland, Phase 2" located in the City of Charleston, Charleston County, South Carolina dated October 5, 2004, prepared by Thomas & Hutton Engineering Co. and recorded in the Public Records in Plat Book EH, at Pages 428 through 431; together with that certain plat entitled "Final Subdivision Plat of Rushland, Phase 2B" located in the City of Charleston, Charleston County, South Carolina dated October 25, 2004, prepared by Thomas & Hutton Engineering Co. and recorded in the Public Records in Plat Book EH, at Pages 524 through 525.

4. Section 8.1, Master Dock Plan, is hereby amended by inserting the following sentence immediately after the sentence ending with the phrase "Phase 2 shall have no docks appurtenant to such Lots.":

"The Lots in Phase 2B shall have no docks appurtenant to such Lots."

5. Section 11.9, Landscape Buffers, is hereby amended by inserting the following phrase immediately following the phrase "Phase 1," in the first sentence:

"and on Lots 25-31 and 48-56, Phase 2B,".

6. Subsection (f) of Section 11.21, Additional Restrictions for Lots Fronting Marsh, is hereby amended to read as follows:

"(f) No docks whatsoever shall be allowed on Lots 86, 87, and 89-94, Phase 1, on any Lots located in Phase 2, except for a community dock in Phase 2 as shown on the Dock Master Plan, or on any Lots located in Phase 2B."

7. Section 11.24, Building Requirements, is hereby amended by deleting the table of minimum Living Space requirements for each Lot and substituting the following table therefor:

<u>Lots</u>	<u>Minimum Square Feet of Living Space</u>
Estate Lots - Lots 73 through 88	3,200
Marsh View Lots - Lots 89 through 94, Lots 37 through 43, and Lots 105 through 121	2,800
Marsh Cove Lots - Lots 57 through 66, and Lots 95 through 104	2,400
Lagoon View Lots - Lots 67 through 72, Lots 25 through 36 and Lots 44 through 56	2,400

8. Section 12.12, Landscape Buffer Easement, is hereby amended by inserting the following phrase immediately following the phrase "Phase 1," in the first sentence:

"and on Lots 25-31 and 48-56, Phase 2B,".

9. As amended by this Amendment No. 3, the Declaration shall remain in full force and effect.

[the remainder of this page is intentionally left blank]

IN WITNESS WHEREOF, the Declarant has executed this Amendment No. 3 to Declaration of Covenants, Conditions and Restrictions as of the date and year first above written.

DECLARANT:

RUSHLAND ASSOCIATES, LLC,
a South Carolina limited liability company

IN THE PRESENCE OF:

Kathleen Connolly
Just Peterson

By:

By PM
Barry P. Marcus
Its Senior Vice President

STATE OF CONNECTICUT)

COUNTY OF FAIRFIELD)

ACKNOWLEDGMENT

I, Jennifer Skawinski (Notary Public) do hereby certify that Rushland Associates, LLC, a South Carolina limited liability company, by Barry P. Marcus, its Senior Vice President, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this 24th day of November, 2004.

Jennifer Skawinski
Notary Public for Connecticut
My Commission Expires: 5-31-08
JENNIFER L. SKAWINSKI
Notary Public
Fairfield Cty. CT
My Commission Expires 5-31-08

EXHIBIT "A"

ALL those certain lots, pieces or parcels of land situate, lying and being on Johns Island, in the City of Charleston, Charleston County, South Carolina, known and designated as Lots 25-31, 48-56 and 105-121 inclusive, "Common Area" containing 0.20 acres, "Open Space" containing 0.19 acres and "Open Space" containing 0.12 acres, more or less, as shown and depicted on a plat entitled, "FINAL SUBDIVISION PLAT OF RUSHLAND PHASE 2B," prepared by Thomas & Hutton Engineering Co., Inc., dated October 25, 2004, recorded in the RMC Office for Charleston County in Plat Book EH, at Pages 524 through 525; said Lots and parcels having such size, shape, dimensions, buttings and boundings as will by reference to said plat more fully appear.

TOGETHER with all adjacent rights-of-way and easements as shown and depicted on the aforesaid plat prepared by Thomas & Hutton Engineering Co., Inc., and all rights, licenses, riparian, littoral and other rights appurtenant to or associated with the property described above.

RETURN TO BUIST, MOORE, SMYTHE
& McGEE (WZJ)
Attorney's Initial

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LT
JFBV

FILED
L518-653

2004 DEC -6 PM 4:17

CHARLIE LYBRAND
REGISTER
CHARLESTON COUNTY SC

LEONARD J. SKANSIS
NOTARY PUBLIC
FREDERICK CITY, MD
NOTARY # 123456789

BK H528PG851
AMENDMENT NO. 4 TO
DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS FOR RUSHLAND

This Amendment No. 4 to Declaration of Covenants, Conditions and Restrictions for Rushland is made and entered into this 16th day of March, 2005, by Rushland Associates, LLC, a South Carolina limited liability company (the "Declarant").

RECITALS:

WHEREAS, Declarant heretofore executed that certain Declaration of Covenants, Conditions and Restrictions for Rushland dated January 17, 2003, recorded in the RMC Office for Charleston County on January 21, 2003, in Book V-433, at Page 84, as amended by Amendment No. 1 to Declaration of Covenants, Conditions and Restrictions for Rushland dated July 10, 2003, recorded in the RMC Office for Charleston County on July 17, 2003, in Book B-458, at Page 132, Amendment No. 2 to Declaration of Covenants, Conditions and Restrictions for Rushland dated October 18, 2004, recorded in the RMC Office for Charleston County on October 18, 2004 in Book C-513, at Page 65, and Amendment No. 3 to Declaration of Covenants, Conditions and Restrictions for Rushland dated December 1, 2004, recorded in the RMC Office for Charleston County on December 1, 2004 in Book L518, at Page 653 (the "Declaration"); and

WHEREAS, pursuant to Section 15.5(a) of the Declaration, Declarant, without a vote of the Owners, may amend the Declaration in any particular, by an instrument in writing filed and recorded in the RMC Office for Charleston County, with or without the approval of the Association or any Owner or Mortgagee, as defined in the Declaration; and

WHEREAS, Declarant now desires to amend the Declaration as more particularly set forth herein,

NOW, THEREFORE, Declarant hereby amends the Declaration and declares as follows:

1. When used in this Amendment No. 4, unless the context shall prohibit or require otherwise, all words defined in the Declaration shall have the meanings as set forth in said Declaration.

2. The Declaration is hereby amended by inserting a new Section 5.10 immediately following Section 5.9 as follows:

"5.10 Sewer System. The sanitary sewerage system that will be constructed in certain portions of the Property will be an "alternative collection system" as defined within Section 67.300 Part "E" of the SC DHEC Standards for

{00659320.3}

1

BK W528PG852

Wastewater Facility Construction. This system consists of individual pumping units for each residence and a discharge force main on each Lot within those portions of the Property. The individual force main will connect to a common force main system with the road system. The individual pumping units and discharge force mains shall be owned by the Association and shall be operated and maintained in accordance with SC DHEC Regulations and the regulations promulgated by the local utility company, currently the Commissioners of Public Works of the City of Charleston ("CPW"). The ownership and operation of the individual pumping units shall be subject to regulations issued by the Board. The Association shall maintain, and if necessary replace, the individual pumping units and discharge main, and any such cost or expense shall be a Common Expense. The local utility, CPW, shall be responsible for the operation, maintenance, and control of the common force main system only within the road systems, or within CPW approved easements. The Association and CPW shall have review and approval authority for all components of the alternative collection system, and CPW will control access to the system through its normal regulatory practices. The Association and CPW have approved the two following pump systems and may approve others from time to time:

(a) Pirana "S" series as manufactured by ABS Pumps Inc. The local representatives are Joe Desroches, Pete Duty and Associates, Inc., 86 Melrose Place, Prosperity, SC, (803) 364-2010, and

(b) E One Model 2010 as manufactured by Environment One Corp. The local representative is Todd Ritchie, Emory Wilson Co., 4110 Sheraton Court, Greensboro, NC 27410, (800) 948-0821."

The Association will have the right of ingress, egress, and access across and upon the individual Lots as may be necessary or convenient for purposes of maintaining or replacing such individual pumping units and discharge force mains, together with the right from time to time to trim, cut or remove trees, underbrush and other obstructions that are over, under, or through the immediate areas. The Lot Owners will have full use of the surface areas surrounding the individual pumping units and discharge force mains; provided, however, the Lot Owners shall not construct, build or place any permanent object over such surface areas.

3. Section 7.1(a), Association Insurance, Required Coverages, is hereby amended by inserting the following after the last sentence of such section:

"In the event that any such insurance coverage required under this Section 7.1(a), other than liability coverage, is available only at a such a cost that the benefit of such coverage may be outweighed by the cost of such coverage, the Association may determine, in the Board's sole discretion, to forego such insurance coverage and self-insure in such manner as the Board determines."

{00659320.3}

2

BK W528PG853

4. As amended by this Amendment No. 4, the Declaration shall remain in full force and effect.

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{00659320.3}

3

BK W528PG854

IN WITNESS WHEREOF, the Declarant has executed this Amendment No. 4 to Declaration of Covenants, Conditions and Restrictions as of the date and year first above written.

DECLARANT:

IN THE PRESENCE OF:

RUSHLAND ASSOCIATES, LLC,
a South Carolina limited liability company

Kathleen Connolly
Barbara Connolly

By:

Barry P. Marcus
Barry P. Marcus
Its Senior Vice President

STATE OF CONNECTICUT)

COUNTY OF FAIRFIELD)

ACKNOWLEDGMENT

I, Jennifer L Skawinski (Notary Public) do hereby certify that Rushland Associates, LLC, a South Carolina limited liability company, by Barry P. Marcus, its Senior Vice President, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this 10th day of March, 2005.

Jennifer L Skawinski
Notary Public for Connecticut

My Commission Expires:

JENNIFER L SKAWINSKI
Notary Public
Fairfield Cty. CT
My Commission Expires 5-31-08

{00659320.3}

4

RETURN TO BUIST, MOORE, SMYTHE
& McGEE ()
Attorney's Initial

HE

LN

BK W528PG855

FILED
W528-851

2005 MAR 14 PM 3:55

CHARLIE LYBRAND
REGISTER
CHARLESTON COUNTY SC

100
B

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Internet Explorer

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**AMENDMENT NO. 5 TO
DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS FOR RUSHLAND**

This Amendment No. 5 to Declaration of Covenants, Conditions and Restrictions for Rushland is made and entered into this 1st day of August, 2005, by Rushland Associates, LLC, a South Carolina limited liability company (the "Declarant").

RECITALS:

WHEREAS, Declarant heretofore executed that certain Declaration of Covenants, Conditions and Restrictions for Rushland dated January 17, 2003, recorded in the RMC Office for Charleston County on January 21, 2003, in Book V-433, at Page 84, as amended by Amendment No. 1 to Declaration of Covenants, Conditions and Restrictions for Rushland dated July 10, 2003, recorded in the RMC Office for Charleston County on July 17, 2003, in Book B-458, at Page 132, Amendment No. 2 to Declaration of Covenants, Conditions and Restrictions for Rushland dated October 18, 2004, recorded in the RMC Office for Charleston County on October 18, 2004 in Book C-513, at Page 65, Amendment No. 3 to Declaration of Covenants, Conditions and Restrictions for Rushland dated December 1, 2004, recorded in the RMC Office for Charleston County on December 6, 2004 in Book L-518, at Page 653, and Amendment No. 4 to Declaration of Covenants, Conditions and Restrictions for Rushland dated March 10, 2005, recorded in the RMC Office for Charleston County on March 14, 2005 in Book W-528, at Page 851 (the "Declaration"); and

WHEREAS, pursuant to Article II, Section 2.2 of said Declaration, Declarant reserves the option, to be exercised in its sole discretion, to submit at any time, or from time to time, certain Additional Property (as defined therein) or any portion or portions thereof to the provisions of the Declaration and to cause the Additional Property or any portion or portions thereof to become part of the Property (as defined therein); and

WHEREAS, pursuant to Section 15.5(a) of the Declaration, Declarant, without a vote of the Owners, may amend the Declaration in any particular, by an instrument in writing filed and recorded in the RMC Office for Charleston County, with or without the approval of the Association or any Owner or Mortgagee, as defined in the Declaration; and

WHEREAS, Declarant now wishes to submit a portion of the Additional Property as described herein to the provisions of the Declaration and to cause the below described portion of the Additional Property to become part of the Property subject to the Declaration and desires to amend the Declaration as more particularly set forth herein,

NOW, THEREFORE, Declarant hereby amends the Declaration and declares as follows:

{00709901.}

1

BX S548PG687

1. When used in this Amendment No. 5, unless the context shall prohibit or require otherwise, all words defined in the Declaration shall have the meanings as set forth in said Declaration.

2. All of the real property described in Exhibit "A" attached hereto, said property being a portion of the Additional Property as more particularly defined in the Declaration, shall be submitted to the plan and operation of the Declaration as amended by this Amendment No. 5, and said property shall be held, mortgaged, transferred, sold, conveyed, leased, occupied and used, subordinate and subject to the easements, restrictions, covenants, charges, liens and conditions imposed in the Declaration, as amended, for the purpose of protecting the value and desirability of such property and which restrictions, easements, charges, liens, conditions and covenants shall touch and concern and run with the title to the real property subjected to the Declaration, as amended, and which shall be binding on all parties having any right, title or interest in such property or any portion thereof. The Declaration, as amended, shall bind the respective heirs, devisees, fiduciary representatives, successors, successors in title and/or assigns, and shall inure to the benefit of any one or anything who/which purchases or takes any interest in real property within the lands subject to the Declaration, as amended.

3. Article 1, Definitions, is hereby amended by inserting the following definition of "Phase 2A" and by deleting the definition of "Subdivision Plat" and substituting the following therefor:

"Phase 2A. The real property described in Exhibit "A" to Amendment No. 5 to Declaration of Covenants, Conditions and Restrictions for Rushland dated August 1, 2005, consisting of 8 single family Lots, Lots 17 through 24."

"Subdivision Plat. That certain plat entitled "Final Subdivision Plat of Rushland, Phase 1" located in the City of Charleston, Charleston County, South Carolina dated June 17, 2002, prepared by Thomas & Hutton Engineering Co. and recorded in the Public Records in Plat Book EG, at Pages 95 through 101; together with that certain plat entitled "Final Subdivision Plat of Rushland, Phase 2" located in the City of Charleston, Charleston County, South Carolina dated October 5, 2004, prepared by Thomas & Hutton Engineering Co. and recorded in the Public Records in Plat Book EH, at Pages 428 through 431; together with that certain plat entitled "Final Subdivision Plat of Rushland, Phase 2B" located in the City of Charleston, Charleston County, South Carolina dated October 25, 2004, prepared by Thomas & Hutton Engineering Co. and recorded in the Public Records in Plat Book EH, at Pages 524 through 525; together with that certain plat entitled "Final Subdivision Plat of Rushland, Phase 2A" located in the City of Charleston, Charleston County, South Carolina dated May 23, 2005, prepared by Thomas & Hutton Engineering Co. and recorded in the Public Records in Plat Book EJ, at Page 95.

OK S548PG688

4. Section 8.1, Master Dock Plan, is hereby amended by deleting the sentence "The Lots in Phase 2B shall have no docks appurtenant to such Lots." and substituting the following therefor:

"The Lots in Phase 2A and Phase 2B shall have no docks appurtenant to such Lots."

5. Section 10.5, Design Procedures, is hereby amended by inserting the following sentence immediately following the words "approval (or disapproval)." in the third line:

"The ARB may require, in its sole discretion, that any plans and specifications or other submissions to the ARB be prepared and stamped by an architect licensed in South Carolina."

6. Subsection (f) of Section 11.21, Additional Restrictions for Lots Fronting Marsh, is hereby amended to read as follows:

"(f) No docks whatsoever shall be allowed on Lots 86, 87, and 89-94, Phase 1, on any Lots located in Phase 2, except for a community dock in Phase 2 as shown on the Dock Master Plan, or on any Lots located in Phase 2A or Phase 2B."

7. Section 11.24, Building Requirements, is hereby amended by deleting the table of minimum Living Space requirements for each Lot and substituting the following table therefor:

<u>Lots</u>	<u>Minimum Square Feet of Living Space</u>
Estate Lots - Lots 73 through 88	3,200
Marsh View Lots - Lots 89 through 94, Lots 37 through 43, and Lots 105 through 121	2,800
Marsh Cove Lots - Lots 17 through 24, Lots 57 through 66, and Lots 95 through 104	2,400
Lagoon View Lots - Lots 67 through 72, Lots 25 through 36 and Lots 44 through 56	2,400

8. As amended by this Amendment No. 5, the Declaration shall remain in full force and effect.

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BK S548PG689

IN WITNESS WHEREOF, the Declarant has executed this Amendment No. 5 to Declaration of Covenants, Conditions and Restrictions as of the date and year first above written.

05-11-05

DECLARANT:

IN THE PRESENCE OF:

RUSHLAND ASSOCIATES, LLC,
a South Carolina limited liability company

Kathleen Connolly

By:

Barry P. Marcus
Its Senior Vice President

Jessica Peterson

STATE OF CONNECTICUT)

COUNTY OF FAIRFIELD)

ACKNOWLEDGMENT

I, Jennifer Skawinski (Notary Public) do hereby certify that Rushland Associates, LLC, a South Carolina limited liability company, by Barry P. Marcus, its Senior Vice President, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this 1st day of August, 2005.

Jennifer Skawinski
Notary Public for Connecticut
My Commission Expires: _____

JENNIFER L. SKAWINSKI
Notary Public
Fairfield Cty. CT
My Commission Expires 5-31-08

{00709901.}

4

EXHIBIT "A"

BK S548PG690

ALL those certain lots, pieces or parcels of land situate, lying and being on Johns Island, in the City of Charleston, Charleston County, South Carolina, known and designated as Lots 17-24 inclusive, "Common Area" containing 0.19 acres, and "Open Space" containing 3.14 acres, more or less, as shown and depicted on a plat entitled, "FINAL SUBDIVISION PLAT OF RUSHLAND PHASE 2A," prepared by Thomas & Hutton Engineering Co., Inc., dated May 23, 2005, recorded in the RMC Office for Charleston County in Plat Book EJ, at Pages 94 through 95; said Lots and parcels having such size, shape, dimensions, buttings and boundings as will by reference to said plat more fully appear.

TOGETHER with all adjacent rights-of-way and easements as shown and depicted on the aforesaid plat prepared by Thomas & Hutton Engineering Co., Inc., and all rights, licenses, riparian, littoral and other rights appurtenant to or associated with the property described above.

{00709901.}

RETURN TO BUIST, MOORE, CLARK
& MCGEE (JMW)
Attorney's Initial

BK S548PG691

FILED
S548-686

2005 AUG -9 AM 10:22

CHARLIE LYBRAND
REGISTER
CHARLESTON COUNTY SC

11.00
B

JENNIFER L SKAMINSKI
Notary Public
Fayetteville, CT
My Commission Expires 6-30-08

RETURN TO BUIST, MOORE, SMYTHE
& MCGEE (JMW)
Attorney's Initial

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RETURN TO BUIST, MOORE,
SMYTHE & MCGEE

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CHARLIE LYBRAND
REGISTER
CHARLESTON COUNTY SC

JENNIFER L SKAMNISH
Notary Public
Fairfield, CT
My Commission Expires 2-21-08

**AMENDMENT NO. 6 TO
DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS FOR RUSHLAND**

This Amendment No. 6 to Declaration of Covenants, Conditions and Restrictions for Rushland is made and entered into this 6th day of February, 2006, by Rushland Associates, LLC, a South Carolina limited liability company (the "Declarant").

RECITALS:

WHEREAS, Declarant heretofore executed that certain Declaration of Covenants, Conditions and Restrictions for Rushland dated January 17, 2003, recorded in the RMC Office for Charleston County on January 21, 2003, in Book V-433, at Page 84, as amended by Amendment No. 1 to Declaration of Covenants, Conditions and Restrictions for Rushland dated July 10, 2003, recorded in the RMC Office for Charleston County on July 17, 2003, in Book B-458, at Page 132, Amendment No. 2 to Declaration of Covenants, Conditions and Restrictions for Rushland dated October 18, 2004, recorded in the RMC Office for Charleston County on October 18, 2004 in Book C-513, at Page 65, Amendment No. 3 to Declaration of Covenants, Conditions and Restrictions for Rushland dated December 1, 2004, recorded in the RMC Office for Charleston County on December 6, 2004 in Book L-518, at Page 653, Amendment No. 4 to Declaration of Covenants, Conditions and Restrictions for Rushland dated March 10, 2005, recorded in the RMC Office for Charleston County on March 14, 2005 in Book W-528, at Page 851, and Amendment No. 5 to Declaration of Covenants, Conditions and Restrictions for Rushland dated August 1, 2005, recorded in the RMC Office for Charleston County on August 9, 2005 in Book S-548, at Page 686 (the "Declaration"); and

WHEREAS, pursuant to Article II, Section 2.2 of said Declaration, Declarant reserves the option, to be exercised in its sole discretion, to submit at any time, or from time to time, certain Additional Property (as defined therein) or any portion or portions thereof to the provisions of the Declaration and to cause the Additional Property or any portion or portions thereof to become part of the Property (as defined therein); and

WHEREAS, pursuant to Section 15.5(a) of the Declaration, Declarant, without a vote of the Owners, may amend the Declaration in any particular, by an instrument in writing filed and recorded in the RMC Office for Charleston County, with or without the approval of the Association or any Owner or Mortgagee, as defined in the Declaration; and

WHEREAS, Declarant now wishes to submit a portion of the Additional Property as described herein to the provisions of the Declaration and to cause the below described portion of the Additional Property to become part of the Property subject to the Declaration and desires to amend the Declaration as more particularly set forth herein,

NOW, THEREFORE, Declarant hereby amends the Declaration and declares as follows:

1. When used in this Amendment No. 6, unless the context shall prohibit or require otherwise, all words defined in the Declaration shall have the meanings as set forth in said Declaration.

2. All of the real property described in Exhibit "A" attached hereto, said property being a portion of the Additional Property as more particularly defined in the Declaration, shall be submitted to the plan and operation of the Declaration as amended by this Amendment No. 6, and said property shall be held, mortgaged, transferred, sold, conveyed, leased, occupied and used, subordinate and subject to the easements, restrictions, covenants, charges, liens and conditions imposed in the Declaration, as amended, for the purpose of protecting the value and desirability of such property and which restrictions, easements, charges, liens, conditions and covenants shall touch and concern and run with the title to the real property subjected to the Declaration, as amended, and which shall be binding on all parties having any right, title or interest in such property or any portion thereof. The Declaration, as amended, shall bind the respective heirs, devisees, fiduciary representatives, successors, successors in title and/or assigns, and shall inure to the benefit of any one or anything who/which purchases or takes any interest in real property within the lands subject to the Declaration, as amended.

3. Article I, Definitions, is hereby amended by inserting the following definition of "Phase 3A" and by deleting the definition of "Subdivision Plat" and substituting the following therefor:

"Phase 3A. The real property described in Exhibit "A" to Amendment No. 6 to Declaration of Covenants, Conditions and Restrictions for Rushland dated February 6, 2006, consisting of 15 single family Lots, Lots 4 through 16, 122, and 123."

"Subdivision Plat. That certain plat entitled "Final Subdivision Plat of Rushland, Phase 1" located in the City of Charleston, Charleston County, South Carolina dated June 17, 2002, prepared by Thomas & Hutton Engineering Co. and recorded in the Public Records in Plat Book EG, at Pages 95 through 101; together with that certain plat entitled "Final Subdivision Plat of Rushland, Phase 2" located in the City of Charleston, Charleston County, South Carolina dated October 5, 2004, prepared by Thomas & Hutton Engineering Co. and recorded in the Public Records in Plat Book EH, at Pages 428 through 431; together with that certain plat entitled "Final Subdivision Plat of Rushland, Phase 2B" located in the City of Charleston, Charleston County, South Carolina dated October 25, 2004, prepared by Thomas & Hutton Engineering Co. and recorded in the Public Records in Plat Book EH, at Pages 524 through 525; together with that certain plat entitled "Final Subdivision Plat of Rushland, Phase 2A" located in the City of Charleston, Charleston County, South Carolina dated May 23, 2005, prepared by Thomas & Hutton Engineering Co. and recorded in the Public

Records in Plat Book EJ, at Page 95; together with that certain plat entitled "Final Subdivision Plat of Rushland, Phase 3A" located in the City of Charleston, Charleston County, South Carolina dated November 1, 2005, prepared by Thomas & Hutton Engineering Co. and recorded in the Public Records in Plat Book EJ, at Page 474.

4. Section 8.1, Master Dock Plan, is hereby amended by deleting the sentence "The Lots in Phase 2A and Phase 2B shall have no docks appurtenant to such Lots." and substituting the following therefor:

"The Lots in Phase 2A, Phase 2B, and Phase 3A shall have no docks appurtenant to such Lots."

5. Subsection (f) of Section 11.21, Additional Restrictions for Lots Fronting Marsh, is hereby amended to read as follows:

"(f) No docks whatsoever shall be allowed on Lots 86, 87, and 89-94, Phase 1, on any Lots located in Phase 2, except for a community dock in Phase 2 as shown on the Dock Master Plan, or on any Lots located in Phase 2A, Phase 2B, or Phase 3A."

6. Section 11.24, Building Requirements, is hereby amended by deleting the table of minimum Living Space requirements for each Lot and substituting the following table therefor:

<u>Lots</u>	<u>Minimum Square Feet of Living Space</u>
Estate Lots - Lots 73 through 88	3,200
Marsh View Lots - Lots 89 through 94, Lots 37 through 43, and Lots 105 through 121	2,800
Marsh Cove Lots - Lots 4 through 24, Lots 57 through 66, Lots 95 through 104, and Lots 122 and 123	2,400
Lagoon View Lots - Lots 67 through 72, Lots 25 through 36 and Lots 44 through 56	2,400

7. As amended by this Amendment No. 6, the Declaration shall remain in full force and effect.

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IN WITNESS WHEREOF, the Declarant has executed this Amendment No. 6 to Declaration of Covenants, Conditions and Restrictions as of the date and year first above written.

DECLARANT:

RUSHLAND ASSOCIATES, LLC,
a South Carolina limited liability company

IN THE PRESENCE OF:

Kathleen Connelly
John Hall

By: Bm
Barry P. Marcus
Its Senior Vice President

STATE OF CONNECTICUT)

COUNTY OF FAIRFIELD)

ACKNOWLEDGMENT

I, Jennifer Skawinski (Notary Public) do hereby certify that Rushland Associates, LLC, a South Carolina limited liability company, by Barry P. Marcus, its Senior Vice President, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this 16th day of February, 2006.

JLS
Notary Public for Connecticut
My Commission Expires: _____

JENNIFER L. SKAWINSKI
Notary Public
Fairfield Cty. CT
My Commission Expires 5-31-08

EXHIBIT "A"

ALL those certain lots, pieces or parcels of land situate, lying and being on Johns Island, in the City of Charleston, Charleston County, South Carolina, known and designated as Lots 4-16 inclusive and Lots 122 and 123, and "Open Space" containing 8,148 sq. ft., more or less, as shown and depicted on a plat entitled, "FINAL SUBDIVISION PLAT OF RUSHLAND PHASE 3A," prepared by Thomas & Hutton Engineering Co., Inc., dated November 1, 2005, recorded in the RMC Office for Charleston County in Plat Book EJ, at Pages 474 through 475; said Lots and parcels having such size, shape, dimensions, buttings and boundings as will by reference to said plat more fully appear.

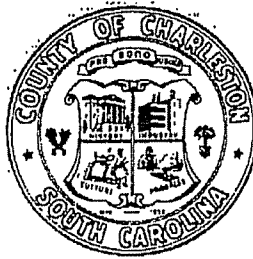
TOGETHER with all adjacent rights-of-way and easements as shown and depicted on the aforesaid plat prepared by Thomas & Hutton Engineering Co., Inc., and all rights, licenses, riparian, littoral and other rights appurtenant to or associated with the property described above.

7/2/06

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RECORDER'S PAGE

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



Filed By:

Buist, Moore, Smythe & McGee P.A.
Attorneys at Law
Post Office Box 999
Charleston SC 29402

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February 9, 2006

10:22:48 AM

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Charlie Lybrand, Register
Charleston County, SC

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Postage	
TOTAL	\$ 11.00

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STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)
AMENDMENT NO. 8 TO DECLARATION
OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR RUSHLAND

THIS AMENDMENT No. 8 to Declaration of Covenants, Conditions and Restrictions for Rushland is made and entered into this 4th day of February, 2010.

RECITALS:

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Rushland was recorded in the RMC Office for Charleston County on January 21, 2003, in Book V-433, at Page 84; and

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Rushland was amended by Amendment No. 1 recorded in Book B-458, at Page 132, by Amendment No. 2 recorded in Book C-513, at Page 65, by Amendment No. 3 recorded in Book L-518, at Page 653, by Amendment No. 4 recorded in Book W-528, at Page 851, by Amendment No. 5 recorded in Book S-548, at Page 686, by Amendment No. 6 recorded in Book M-572, at Page 644, and by Amendment No. 7 recorded in Book V-603, at Page 062; and

WHEREAS, Article 15.5(b) of the Declaration of Covenants, Conditions and Restrictions for Rushland provide that the Declaration may be amended by an affirmative vote of a majority of the total votes in Rushland Community Association, Inc.; and

WHEREAS, at a meeting of the Rushland Community Association, Inc. a majority of the total votes in the Association affirmatively voted to amend the Declaration of Covenants, Conditions and Restrictions for Rushland as hereinafter more specifically set forth.

NOW, THEREFORE by an affirmative vote of a majority of the total votes in Rushland Community Association, Inc., the Declaration of Covenants, Conditions and Restrictions for Rushland are amended as follows:

Article XI, Paragraph 11.6 is amended so as to delete in its entirety subsection (a) and substitute therefor the following:

- (a) Parking of commercial vehicles or equipment, mobile homes, recreational vehicles, golf carts, stored vehicles or inoperable vehicles in places other than enclosed garages or docks approved in accordance with this Declaration; provided, construction, service and delivery vehicles shall be exempt from this provision during daylight hours for such period of time as is reasonably necessary to provide service or to make a delivery to a Lot or the Common Area; Boats and other watercraft and their trailers are subject to the following provisions

1. One well maintained boat and/or pair of personal watercraft may be maintained on a lot.
2. Boat and/or personal watercraft must belong to the registered owner(s) of lot.
3. It is preferred, though not required, that the boat and/or personal watercraft are covered and if covered, the cover must be of an earth-tone color, dark blue or white, clean and well maintained, free of pooled water.
4. Boat and/or personal watercraft must be licensed and registered in Charleston County, SC.
5. Boat and trailer length combined must not exceed 26 feet.
6. Boat and/or personal watercraft must be kept on a trailer in good working order with inflated tires.
7. Boat and/or personal watercraft must be kept on the lot of a completed "finished" residence. Boat and or personal watercraft cannot be stored on vacant lots.
8. Boat and/or personal watercraft must be maintained as close to the back corner of house and as far away from the street as reasonably possible so as to minimize visibility from the street.
9. These Boat Storage Guidelines may be interpreted and enforced at the reasonable discretion of the Board of Directors.

Article II, Paragraph 2.11 of the Association's By-Laws attached as Exhibit "C" to the Declaration of Covenants, Conditions and Restrictions for Rushland entitled "Quorum" is amended so as to delete Subsection (2.11) and substitute therefor the following:

2.11 Quorum. Except as otherwise provided in these By-Laws or in the Declaration, the presence, either in person or by proxy, of Voting Members representing 25% of the total Class "A" votes in the Association constitute a quorum at all meetings of the Association.

EXCEPT AS AMENDED HEREIN, all other terms and conditions of the Declaration of Covenants, Conditions and Restrictions for Rushland, as amended, shall remain in full force and effect.

WITNESSETH:

RUSHLAND COMMUNITY
ASSOCIATION, INC., A South Carolina
Non-Profit Corporation

Stephen E. Town
[Signature]

BY:

[Signature]
DOUG BARNETT
Its: President

Stephen E. Town
[Signature]

BY:

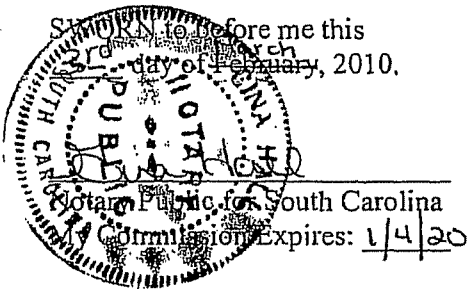
[Signature]
SAMUEL CARLTON
Its: Secretary

STATE OF SOUTH CAROLINA)

PROBATE

COUNTY OF CHARLESTON)

PERSONALLY APPEARED before me the undersigned witness, and made oath that (s)he saw the within named Rushland Community Association, Inc. by and through Doug Barnett, its President, and Samuel Carlton, its Secretary, sign, seal and as their act and deed, sign the within written Amendment and that (s)he with the other witness witnessed the execution thereof.




Dina Hall
[Signature]

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

CERTIFICATION


We, the undersigned Doug Barnett and Samuel Carlton, as President and Secretary of Rushland Community Association, Inc., respectively, do hereby certify that a majority of the total votes in Rushland Community Association, Inc. voted affirmatively to amend the Declaration of Covenants, Conditions and Restrictions for Rushland as hereinabove set forth.

RUSHLAND COMMUNITY
ASSOCIATION, INC.



Doug Barnett

BY: 
DOUG BARNETT
Its: President



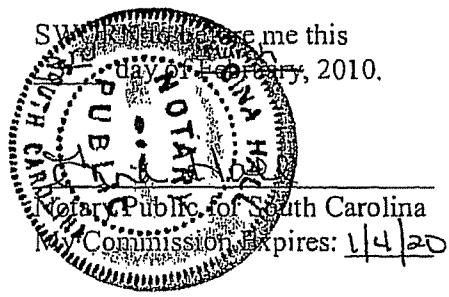
Samuel Carlton

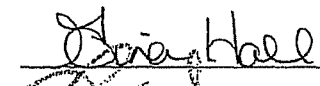
BY: 
SAMUEL CARLTON
Its: Secretary

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 Rushland Community Association, Inc. by and through Doug Barnett, its President, and Samuel Carlton, its Secretary, sign, seal and as their act and deed, sign the within written Certification and that (s)he with the other witness witnessed the execution thereof.





Notary Public

RECORDER'S PAGE

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



Filed By:

CISA & DODDS
858 LOWCOUNTRY BLVD.
SUITE 101
MT. PLEASANT SC 29464

RECORDED

Date: March 8, 2010

Time: 10:36:56 AM

Book

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Misc/Amend

Charlie Lybrand, Register
Charleston County, SC

MAKER:

RUSHLAND COMM ASSN INC

RECIPIENT:

RUSHLAND

Original Book:

V433

Original Page:

084

of Pages: 5

of Sats:

of References:

Note:

Recording Fee \$ 10.00

Extra Reference Cost \$ -

Extra Pages \$ -

Postage \$ -

Chattel \$ -

TOTAL \$ 10.00

DRAWER Drawer 3

CLERK ECP



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Book



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V433

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STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

AMENDMENT NO. 9 TO DECLARATION
OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR RUSHLAND AND
BY-LAWS OF RUSHLAND COMMUNITY
ASSOCIATION, INC.

THIS AMENDMENT NO. 9 TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR RUSHLAND AND BY-LAWS OF RUSHLAND COMMUNITY ASSOCIATION, INC. ("Amendment No. 9") is made this 5 day of NOVEMBER, 2014 by the **Rushland Community Association, Inc.**, a South Carolina non-profit corporation.

WHEREAS, the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR RUSHLAND AND BY-LAWS OF RUSHLAND COMMUNITY ASSOCIATION, INC., dated January 17, 2003 and recorded January 21, 2003 in the Charleston County RMC Office in Book V-433 at Page 84 (as amended and supplemented, and including all exhibits thereto, the "Declaration"), established the Rushland Community Association, Inc. (the "Association") to manage the property known as Rushland, the administration of which is provided for in the BY-LAWS OF RUSHLAND COMMUNITY ASSOCIATION, INC., dated January 17, 2003 and attached as Exhibit "C" to the Declaration (the "By-Laws"); and

WHEREAS, the Declaration was amended by: AMENDMENT NO. 1 recorded in Book B-458 at Page 132; AMENDMENT NO. 2 recorded in Book C-513 at Page 65; AMENDMENT NO. 3 recorded in Book L-518 at Page 653; AMENDMENT NO. 4 recorded in Book W-528 at Page 851; AMENDMENT NO. 5 recorded in Book S-548 at Page 686; AMENDMENT NO. 6 recorded in Book M-572 at Page 644; AMENDMENT NO. 7 recorded in Book V-603 at Page 062; and AMENDMENT NO. 8 recorded in Book 0110 at Page 716; and

WHEREAS, the Association desires to amend the By-Laws as set forth herein by the execution and recordation of this Amendment No. 9; and

WHEREAS, at a duly-called meeting of the Association held on the 30 day of OCTOBER, 2014, the Members, by an affirmative vote of a majority of the total votes in the Association in accordance with the requirements of Section 15.5(b) of the Declaration and Section 6.6(b) of the By-Laws, approved the following amendment to the By-Laws contained in this Amendment No. 9.

NOW, THEREFORE, in consideration of the above recitals and pursuant to the aforementioned affirmative vote of the Members, the Association declares the By-Laws are hereby amended as follows, effective immediately upon the recording of this Amendment No. 9 in the Charleston County RMC Office:

Section III (C) of the By-Laws is amended to add the following new Section 3.25:

3.25 Financial Decisions. The Board must seek and receive approval from a majority of Voting Members present, in person or by proxy, at a duly-called meeting of the Membership at which a quorum is established, for any proposed financial obligation with a cumulative impact on the Association in excess of seventy (70%) percent of the current annual budget of the Association (as defined in Section 9.2 of the Declaration); PROVIDED, HOWEVER, that specific projects and/or expenditures identified in a formal reserve study prepared for the Association and any emergency repairs resulting from a named tropical storm or act of God shall be exempt from this requirement and subject to the sole discretion of the Board acting in the best interests of the Association.

Capitalized terms used herein shall have the meaning set forth in this Amendment No. 9. Any capitalized term used but not defined herein shall have the meaning set forth in the Declaration and By-Laws.

If any term or condition of this Amendment No. 9 shall conflict with any term or condition of the By-Laws, the terms and conditions of this Amendment No. 9 shall control. Otherwise, the terms and conditions of the Declaration and By-Laws shall remain in full force and effect.

[The remainder of this page has been left blank intentionally. The signature page immediately follows.]

IN WITNESS WHEREOF, the Association has caused this Amendment No. 9 to be executed by its properly authorized officer, thereby certifying and attesting to the satisfaction of the amendment requirements of the Declaration and By-Laws, on the day and year first above written.

[Signature]
(witness #1)

[Signature]
(witness #2)

Rushland Community Association, Inc.

By: [Signature]
Print Name: STEVEN BROWER
Its: **President**

STATE OF SOUTH CAROLINA)

)

ACKNOWLEDGMENT

COUNTY OF CHARLESTON)

I, the undersigned Notary Public for South Carolina, do hereby certify that **Rushland Community Association, Inc.**, by and through its **President**, personally appeared before me this day and acknowledged the due execution of this Amendment No. 9.

Witness my hand and seal this 5th day of November, 2014.

[Signature]
Notary Public for South Carolina
My Commission Expires: 6/12/24

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Filed By:

HADDEN LAW FIRM
MOULTRIE OFFICE PARK
497 BRAMSON CT SUITE 201
MT PLEASANT SC 29464

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Charlie Lybrand, Register
Charleston County, SC

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**AMENDMENT NO. 2 TO
DECLARATION OF RESTRICTIVE COVENANTS**

This Amendment No. 2 to Declaration of Restrictive Covenants is made this 16th day of May, 2018, by Rushland Community Association, Inc., a South Carolina non-profit corporation (the "**Association**").

RECITALS:

WHEREAS, Association is the successor in title and interest to certain real property being the marshland and residual portions of the Common Area of the Rushland Community as is more particularly described in the deed from Rushland Associates, LLC ("Declarant") to the Association dated October 5, 2006 and recorded October 30, 2006 in the ROD Office for Charleston County in Book R603 at Page 666 ("**Property**"); and

WHEREAS, the dock corridors shown on the plat attached hereto as Exhibit A by Elliotte Quinn, PLS dated February 28, 2018 entitled in part "Second Amended Dock Master Plan Rushland Plantation at Johns Island" traverse the Association's Property; and

WHEREAS, by Declaration of Restrictive Covenants dated November 6, 2002, recorded in the R.M.C. Office for Charleston County on January 21, 2003 in Book V433, at Page 78 (the "**Declaration**"), Declarant recorded the Rushland Dock Master Plan (the "**Original Dock Master Plan**"), together with certain additional restrictions as more particularly set forth in said Declaration as amended by Amendment No. 1 to Declaration of Covenants dated July 10, 2003 and recorded July 17, 2003 in the R.O.D. office for Charleston County in Book B458, at Page 143 ("**Amended Dock Master Plan**"); and

WHEREAS, the Original Dock Master Plan and Amended Dock Master Plan has now been amended, as more particularly set forth in this Second Amended Dock Master Plan attached hereto as Exhibit A which amendment has been approved by the Department of Environmental Control's Office of Coastal Resource Management as evidenced by the letter attached hereto as Exhibit B which is incorporated herein by reference; and

WHEREAS, Association now wishes to amend the Declaration by deleting the Original and Amended Dock Master Plans attached thereto as Exhibit "A" and by substituting in its place and stead the Second Amended Dock Master Plan, attached hereto as Exhibit A, which is incorporated herein by reference, as more particularly set forth herein.

NOW, THEREFORE, Association hereby amends the Declaration as follows:

1. The Declaration is hereby amended to delete the Original and Amended Dock Master Plans attached as exhibits thereto, by substituting therefor the Second Amended Dock Master Plan, attached hereto as Exhibit A which is incorporated herein by reference.

2. As amended by this Amendment No. 2, the Declaration of Restrictive Covenants dated November 6, 2002, recorded in the R.M.C. Office for Charleston County in Book V433, at

Page 78, and Amendment No. 1 to Declaration of Covenants dated July 10, 2003 and recorded July 17, 2003 in the R.O.D. office for Charleston County in Book B458 at Page 143, not amended herein, shall remain in full force and effect.

IN WITNESS WHEREOF, the Association has executed this Amendment No. 2 to Declaration of Restrictive Covenants on the date and year first above written.

IN THE PRESENCE OF: **RUSHLAND COMMUNITY ASSOCIATION, INC.,**
a South Carolina non-profit corporation

Bruce H. Hines
W. Siao Barr, Jr.

Duane Yost
By: Duane Yost
Its: President

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

ACKNOWLEDGMENT

I, W. Siao Barr, Jr. (Notary Public), do hereby certify that Rushland Community Association, Inc., a South Carolina non-profit corporation, by Duane Yost, its President, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this 16th day of May, 2018.

W. Siao Barr, Jr.
Notary Public for South Carolina
Print name: W. Siao Barr, Jr.
My Commission Expires: 9/3/2024

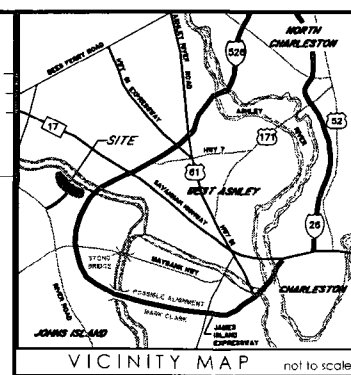
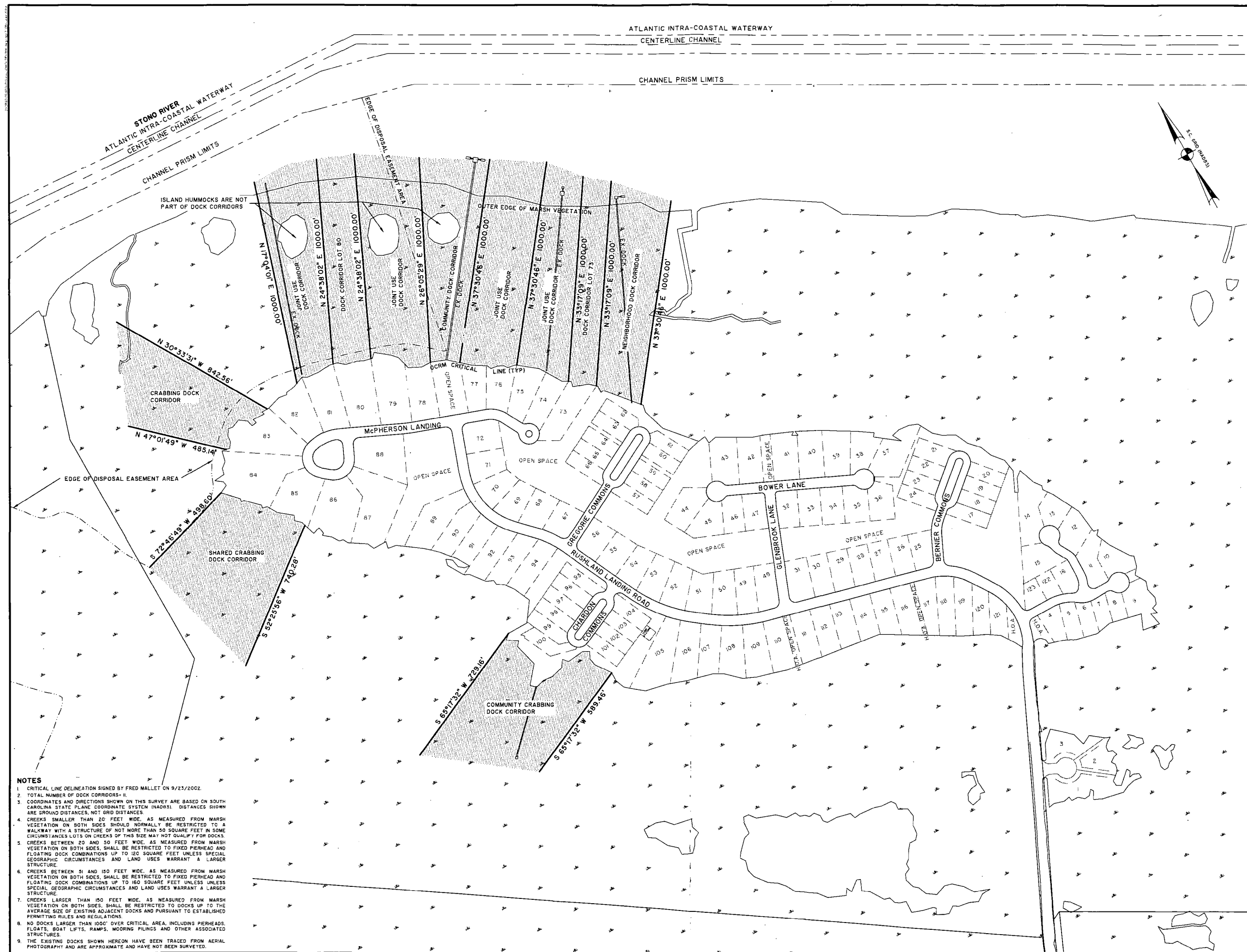


Exhibit A

SECOND AMENDED DOCK MASTER PLAN RUSHLAND PLANTATION AT JOHNS ISLAND

JOHNS ISLAND, CITY OF CHARLESTON
CHARLESTON COUNTY, SOUTH CAROLINA

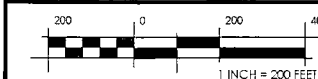
prepared for
RUSHLAND COMMUNITY
ASSOCIATION, INC.

- NOTES**
1. CRITICAL LINE DELINEATION SIGNED BY FRED MALLET ON 9/23/2002.
 2. TOTAL NUMBER OF DOCK CORRIDORS: 11.
 3. COORDINATES AND DIRECTIONS SHOWN ON THIS SURVEY ARE BASED ON SOUTH CAROLINA STATE PLANE COORDINATE SYSTEM (NAD83). DISTANCES SHOWN ARE GROUND DISTANCES, NOT GRID DISTANCES.
 4. CREEKS SMALLER THAN 20 FEET WIDE, AS MEASURED FROM MARSH VEGETATION ON BOTH SIDES, SHOULD NORMALLY BE RESTRICTED TO A WALKWAY WITH A STRUCTURE OF NOT MORE THAN 50 SQUARE FEET IN SOME CIRCUMSTANCES. LOTS ON CREEKS OF THIS SIZE MAY NOT QUALIFY FOR DOCKS.
 5. CREEKS BETWEEN 20 AND 50 FEET WIDE, AS MEASURED FROM MARSH VEGETATION ON BOTH SIDES, SHALL BE RESTRICTED TO FIXED PIERHEAD AND FLOATING DOCK COMBINATIONS UP TO 120 SQUARE FEET UNLESS SPECIAL GEORGIC CIRCUMSTANCES AND LAND USES WARRANT A LARGER STRUCTURE.
 6. CREEKS BETWEEN 51 AND 150 FEET WIDE, AS MEASURED FROM MARSH VEGETATION ON BOTH SIDES, SHALL BE RESTRICTED TO DOCKS UP TO THE AVERAGE SIZE OF EXISTING ADJACENT DOCKS AND PURSUANT TO ESTABLISHED PERMITTING RULES AND REGULATIONS.
 7. CREEKS LARGER THAN 150 FEET WIDE, AS MEASURED FROM MARSH VEGETATION ON BOTH SIDES, SHALL BE RESTRICTED TO DOCKS UP TO THE AVERAGE SIZE OF EXISTING ADJACENT DOCKS AND PURSUANT TO ESTABLISHED PERMITTING RULES AND REGULATIONS.
 8. NO DOCKS LARGER THAN 1000' OVER CRITICAL AREA, INCLUDING PIERHEADS, FLOATS, BOAT LIFTS, RAMPS, MOORING PILING AND OTHER ASSOCIATED STRUCTURES.
 9. THE EXISTING DOCKS SHOWN HEREON HAVE BEEN TRACED FROM AERIAL PHOTOGRAPHY AND ARE APPROXIMATE AND HAVE NOT BEEN SURVEYED.

No.	Revision	By	Date

**THOMAS
&
HUTTON**

682 Johnnie Dodds Boulevard • Suite 100
Mt. Pleasant, SC 29464 • 843.849.0200
www.thomasandhutton.com



date 02/28/18 drawn w/eq reviewed mty field crew

Job 27097

SHEET 1 OF 1



Exhibit B

May 2, 2018

Duane Yost, President, Rushland Community Association, Inc.
c/o Siau Barr
25 Calhoun St. Ste 400
P.O Box 993
Charleston, South Carolina 29402

Re: Rushland Plantation DMP

Dear Mr. Yost:

OCRM staff has reviewed the submitted amended dock master plan (DMP) for Rushland Plantation, located adjacent to the Stono River, on Johns Island, in Charleston County, South Carolina. This plan meets submittal requirements as required under the Coastal Zone Management Plan Program Refinement and is approved as a Conceptual Dock Master Plan as submitted. The approval of this plan does not guarantee the issuance of any permits, but this plan and this letter will be used as an advisory opinion in any future dock permitting matters. This DMP and letter shall be presumed to take precedence over applications inconsistent with the plan unless new information is revealed in the applications to address concerns identified in the DMP.

OCRM has the following comments on this submittal:

1. This Conceptual DMP is approved based on the submitted lot layout. Any substantial change in subdivision layout or number of potential dock lots must be reviewed by OCRM

Reference must be given to this DMP in all contracts for sale. The DMP and OCRM's Letter should be recorded at the County Office of Deeds and Restrictive Covenants should be in place as ownership is transferred. OCRM will monitor this condition during application review.

Sincerely,

A handwritten signature in black ink that reads "Joshua D Hoke". The signature is written in a cursive, flowing style.

Joshua D Hoke
Project Manager
Critical Area Permitting Section

cc: Blair Williams, Manager, Critical Area Permitting Section
Siau Barr

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