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**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
"MOSS OAKS"
BLUFFTON, SOUTH CAROLINA**

THIS DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS ("Declaration") is made on this 25th day of February, 2021, by Moss Oaks Management, Inc. (the "Declarant")

WHEREAS, Declarant, is the owner of certain real property located in Bluffton, South Carolina, which is more particularly described on Exhibit "A" (the "Property");; and

WHEREAS, Declarant is developing the Property as Moss Oaks, a traditional residential community, and Declarant hereby subject the property to the provisions of this Declaration for such purpose.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that Declarant hereby declares that the real property described in Exhibit "A" attached hereto shall be referred to as Moss Oaks Subdivision, including any improvements which may be constructed on, and such Property is hereby subjected to the provisions of this Declaration. All property within Moss Oaks Subdivision shall be held, sold, transferred, conveyed, used, occupied, mortgaged, or otherwise encumbered subject to the covenants, conditions, restrictions, easements, assessments, and liens contained in this Declaration. The provisions of this Declaration shall run with all the property within Moss Oaks Subdivision. This Declaration shall benefit, and be binding upon, all persons having any right, title, or interest in any portion of Moss Oaks Subdivision, their respective heirs, legal representatives, successors, successors-in-title, and assigns.

**ARTICLE I
DEFINITIONS**

The following words and terms, when used in the Covenants, or any supplemental Declaration, unless the context clearly shall indicate otherwise, shall have the following meanings.

- (a) "Lot" shall mean and refer to any parcel of land within the Property owned by Moss Oaks Management, Inc., on the date of this Declaration and intended to be conveyed in the future.
- (b) "Lot Owner" shall mean and refer to the record owner whether one or more persons, associations, corporations, or other legal entities, of fee simple title to any Lots situation upon the Property, but shall not mean or refer to a mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure proceedings or any proceeding in lieu of foreclosure; nor shall the term "Lot Owner" mean or refer to any lessee or tenant of the Lot Owner.
- (c) "Property" shall mean and refer to the property more particularly described on Exhibit "A" attached hereto.
- (d) "Area of Common Responsibility" shall mean the Common Property, together with such other areas, if any, for which the Association has responsibility pursuant to this Declaration as may be amended and any recorded plat.
- (e) "Common Property" shall mean the real property, if any, together with improvements located thereon, which is depicted as Common Property, open space, or recreation area on any plat of Moss Oaks Subdivision recorded in the Office of the Register of Deeds for Beaufort County.

- (f) "Moss Oaks Subdivision" shall mean the real property and interests described on Exhibit "A", generally known as Moss Oaks Subdivision and such additions to that real property as may be made by Declarant pursuant to this Declaration.
- (g) "Declarant" shall mean Moss Oaks Management, Inc. The Declarant may appoint and designate a successor Declarant by designating such appointment or designation in a Supplemental Declaration filed in the Office of the Register of Deeds for Beaufort County.
- (h) "Declaration" shall include this Declaration and any Supplemental Declarations and any duly adopted amendments hereof.
- (i) "Lot" shall mean any single family residential lot of land within Moss Oaks Subdivision, whether or not improvements are constructed on that land, which constitutes a single-family dwelling site as shown on a plat recorded in the Office of the Register of Deeds for Beaufort County. The ownership of each Lot shall include, and there shall pass with each Lot as an appurtenance thereto, whether or not separately described, all of the right, title, and interest of an Owner in the Common Property and membership in the Association.
- (j) "Mortgage" shall mean any mortgage used for the purpose of encumbering real property in Moss Oaks Subdivision as security for the payment or satisfaction of an obligation.
- (k) "Mortgagee" shall mean the holder of a Mortgage.
- (l) "Occupant" shall mean any Person occupying all or any portion of a Lot or other property located within North Ridge Subdivision for any period of time, regardless of whether such Person is a tenant or the Owner of such property.
- (m) "Owner" shall mean the record owner, whether one or more Persons, of the fee simple title to any Lot, excluding any Person holding such interest merely as security for the performance or satisfaction of any obligation.
- (n) "Person" shall mean a natural person, corporation, limited liability company, partnership, association, trust, or other legal entity.
- (o) "Association" shall mean the homeowners association "Association" governing body to be formed at a future date, its successors and assigns.
- (p) "Board of Directors" or "Board" shall mean the appointed or elected board of directors, as applicable, of the Association.
- (q) "Supplementary Declaration" means an amendment or supplement to this Declaration which subjects additional restrictions and obligations on Moss Oaks Subdivision or adds additional land to Moss Oaks Subdivision or assigns the Declarant's rights under this Declaration.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

Property Subjected To This Declaration. All real property in Moss Oaks Subdivision is subject to the covenants and restrictions contained in this Declaration, and all such real property is described in Exhibit "A".

Other Property May Be Annexed To Declaration. Only the real property described in Exhibit "A" is initially made subject to this Declaration. However, Declarant may subject additional property to this Declaration and may annex it to the effect of the Declaration by recording one or more Supplementary Declarations in accordance with the terms and conditions contained below.

LAND USE RESTRICTIONS AND RULES

1. General. All Owners and Occupants must comply with these use restrictions and rules. These use restrictions may only be amended as provided in this Declaration. In addition, the Declarant may, from time to time, promulgate, modify, or delete other rules and regulations applicable to Moss Oaks Subdivision, so long as the rules and regulations do not conflict with the terms of this Declaration. Such rules and regulations shall be distributed to all Owners and Occupants prior to the date that they are to become effective and shall thereafter be binding upon all Owners and Occupants until and unless overruled, canceled, or modified.
2. Single Family Residential Use of Lots. All Lots shall be used for single family residential purposes only and no commercial activity of any nature whatsoever shall be conducted thereon, except as set forth in the subparts below. "Residential purposes" is deemed for purposes of this instrument to include home businesses or business activities which do not maintain advertising on a Lot or invite customers or clients within Moss Oaks Subdivision. Residential purposes also includes the sale and leasing of Lots. The Declarant may issue rules and regulations regarding permitted business activities, so long as the rules and regulations do not conflict with the terms of this Declaration. No garage or part of a garage may be used for any business purposes which prevent the Owner or Occupant's vehicles from being parked in the garage.
 - a. All commercial activities upon or within said Property are hereby prohibited. This commercial activity prohibition shall not preclude a home office within a single family residence, so long as :
 - i. The office shall be located in the principal dwelling or an accessory building (but not an accessory dwelling unit), may not exceed 25 percent of the heated floor area of the principal structure.
 - ii. Home office operator must reside in dwelling unit.
 - iii. The home office may employ no more than one person who does not reside on the premises.
 - iv. Model or existing home construction, marketing, or sales, is not considered a commercial activity.

3. **LAND USE AND BUILDING TYPE.** Lots shall be used for single-family residential purposes only. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two stories in height and a private garage and associated outbuildings. Said dwelling, storage buildings and other outbuildings will be permitted to be placed on the property after being approved by the Architectural Review Board (ARB) as detailed in Section 4 herein. No lot may be subdivided by any party other than Declarant.
 - a. Siting: Minimum setbacks have been established by the Town of Bluffton Unified Development Ordinance (UDO) must be adhered to.
4. **CONSTRUCTION LIMITATIONS.**
 - A. All roads, driveways, walkways, paths and trails shall be unpaved and of natural on-site substance or paved only with dry-laid bricks, pavers or step-stones, gravel or tabby-mix (concrete/shell mixture) or other pervious materials approved by the Architectural Review Board.
 - B. No dwelling footprint shall be less than 900 square feet, heated and/or air conditioned. The detached garages must have a footprint not to exceed 600 square feet. Outbuildings, such as storage or potting sheds, shall not have a footprint greater than 200 square feet
 - C. No dwelling shall have more than seventy-five (75%) percent of its total square footage in non-heated and/or non-air conditioned space, such as decks and porches.
 - D. No carports, trailers, or mobile homes shall be permitted on the property.
 - E. All dwelling and other improvements shall comply with the minimum elevations required by the National Flood Insurance Program.
 - F. No structure, landscaping, lighting, or thing shall be placed, erected, installed or altered upon a Lot without the approval of the Architectural Review Board (ARB) as detailed in Section 4 herein.
 - G. The architecture, materials, siding patterns & trim, and colors of the detached garages and other outbuildings on the Lot must match that of the main dwelling unit:
 - a. A minimum of ninety (90%) percent of the building facade shall be clad of natural wood, hardie-plank or their like with a horizontal lap siding or board & batten pattern on the main body of the structures. Minor brick or stucco veneers or wood shake siding accents may be allowed at the discretion of the ARB. Vinyl siding, natural stone or split-faced stone accents are not permitted facade materials.
 - b. Operable shutters. Operable wood shutters, or similar material, are encouraged at all window openings on the dwelling, but are at minimum, required on the front elevation; excluding small gable windows, ganged windows or dormer windows.
 - c. Foundations shall be (24" minimum) raised masonry piers or 18" (minimum) raised concrete foundations. Foundations must be finished with brick, tabby or smooth stucco veneer.
 - d. Roof material. Standing seam 5V crimp metal roofing with a galvalume, bronze, champagne, or similar neutral finish is preferred. Fiberglass shingle, black, brown, or other muted earth tone colors approved by the ARB, may also as be applied on the roof. Thatch roofs, rolled asphalt roofing and highly reflective roofing materials are not allowed. Solar panels are not allowed on roofs facing the Access drives within Moss Oaks or upon roofs facing an adjacent Lot Owner in Moss Oaks.
 - i. All roof penetrations for pipe venting, exhaust fans and the like shall be as minimal in number as possible and installed away from view from the access drives at a discrete location on the roof.
 - H. The exterior of all dwellings, except roofs, shall be painted or stained neutral or earth tone colors as determined appropriate by the ARB.

- I. Screening. Lot Owners must construct a screening fence or natural evergreen buffer to shield and hide from view any dog run, service yard for trash receptacles, air-conditioning equipment, gardening and landscaping tools and equipment, and similar outside functions. Plans for such fence or screening delimitating the size, design, texture, appearance, and location must be approved by the ARB prior to construction. Meter and utility boxes shall be mounted on the side or rear of the dwelling and shall be painted to match the dwelling facade color they are mounted upon.
- J. No improvements shall be constructed without first obtaining ARB approval and all necessary approvals, permits and licenses from the regulatory bodies of the State of South Carolina and The Town of Bluffton, Beaufort County, South Carolina.
- K. Owners shall obtain approval of the Architectural Review Board prior to erecting, altering or placed on the lot(s) for the architectural house design, in color(s), materials and appearance, including doors and windows, of the individual home, garage or outbuilding.
- L. Landscaping. Lot Owners must install a minimum of two (2) canopy trees 2.5" caliper or greater (i.e. live oak, bald cypress, Southern magnolia, etc.) (1) small tree 1.5" caliper or greater (i.e. dogwood, redbud, fringe tree, etc.) and foundation shrubs with a minimum 7 gallon container size on all sides of the dwelling (i.e. azaleas, yaupon holly, pittosporum, podocarpus, camellia, etc.). A landscape plan must be submitted to the ARB for approval.
- M. Lighting. All light fixtures mounted on the dwelling units or site lighting on the Lots shall have full cut-off luminaries and shall not be directed toward adjacent Lot Owner's property or cause light trespass. Light fixture cut sheets with photometrics must be submitted to the ARB for review and approval.
- N. Fencing. Front and side yards in front of the primary building facade may not have a fence over 4 feet in height. Each Lot Owner, with the exception of Lots 3 and 4, must, at the Lot Owner's expense, install a 6' high wood slat privacy fence with dog-eared slats on the rear property line with the finish fence side facing inside the Lot at the time of the house construction and must be left a natural wood color and protected with exterior wood sealer. All other fencing and gates proposed on the Lot must be approved by the ARB.
- O. Window air-conditioning units are not permitted.

5. LAND USE LIMITATIONS.

- A. No noxious or offensive activity shall be carried on upon any lot which may become a nuisance in the neighborhood, nor shall anything be done thereon tending to cause embarrassment, discomfort or annoyance to the neighborhood.
- B. No animal, livestock or poultry of any kind shall be raised, bred or kept on the Property other than a maximum of two (2) household pets (no vicious dog breeds allowed) kept in any one residence, excluding birds or fish. No exotic animals such as wolves, tigers, or snakes shall be kept on the Property. In order to preserve the aesthetic qualities of the Property, to maintain sanitary conditions on the Property, to prevent the spread of worms and infectious diseases on the Property, to maintain a proper respect for other Lot Owners and users of the Property, and to maximize the use and enjoyment of the Property, each person who keeps a pet shall abide by the following rules:
 - 1. All pet waste and mess shall be promptly picked up and properly disposed of in a sanitary waste container.

2. Continual or constant loud barking or meowing shall not be tolerated or allowed.
3. Leash laws must be followed on the Property. Pets shall not be allowed to roam unattended, unless within a designated fenced area or properly restrained on the pet owner's Lot.

The breach of these rules and regulations shall be noxious and offensive activity constituting a nuisance.

- C. **LANDSCAPE MAINTENANCE.** No weeds, underbrush or other unsightly vegetation shall be permitted to grow or remain upon any Lot. All Lots and all portions of the Property and any improvements placed thereon shall at all times be maintained in a neat and attractive condition. Landscaping shall be maintained in a neat, attractive, and orderly manner, including maintenance of grass, plants, beds, trees, turf, and proper irrigation.
- D. No elevation changes shall be permitted on any Lot which materially affects the drainage onto surrounding Lots or dwellings. Lots 1, 2, 3 and 4 are required to grade the Lots to direct the roof and Lot stormwater to an on-lot rain garden of proper size (20 square feet minimum) to capture stormwater runoff. Rain barrels and cisterns are highly recommended in conjunction with the rain garden. See Section 20 hereinafter and Exhibits "D" and "E".
- E. **Automobile and Golf Cart Parking.** Automobile or golf cart parking shall only be on the driveway portion of the Lots and/or within the garage. No on street parking will be allowed.
 - i. Garage doors shall remain in the closed position except to remove an automobile or during periodic general garage cleaning events.
 - ii. Garage or yard sales are not permitted.
- F. **Campers, Trailers, and Boat Parking.** No boats, boat trailers, campers, utility trailers of any kind may be permitted on the Property unless garaged by the Lot Owner or except as adequately screened as approved by the ARB.
- G. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, junk vehicles, or other waste shall not be kept except for household trash which shall be kept in sanitary containers screened behind the dwelling unit or within the garage. Sanitary containers shall be kept in a clean and sanitary condition to prevent sour or foul odors from developing.
 - i. **Storage and Garbage Receptacles.** Fuel tanks or similar storage receptacles are not permitted.
 - ii. **Unsightly Conditions.** It shall be the responsibility of the Lot Owner, his/her successors and assigns to prevent the development of any unclean, unsightly or unkept conditions of buildings or grounds on said Property which shall tend to substantially decrease the beauty of the neighborhood. No clotheslines shall be allowed on the Property and no laundry shall be hung out to dry on any Lot Owners.
- H. **Exterior Antenna and Towers.** No antenna shall be allowed on the Property. Small satellite dishes, 39" or less shall be located to the rear of the principle building, but not within five feet of any side or rear property line. Satellite dishes shall be screened so that no more than 40 percent of the area of the satellite dish antenna is visible from any access easement. The screen shall consist of fences, plantings or other acceptable method approved by the ARB.
- I. **Signs.** No "For Sale" signs shall be allowed on the Property, and no other commercial signs, including "For Rent" and other similar signs, shall be erected or maintained on said Property

by anyone. This prohibition shall include, but not limited to, Lot Owners, realtors, contractors, or subcontractors.

- J. Use or discharge of any radio, loudspeaker, horn, whistle, bell or other sound device so as to be audible to Lot Owners is not permitted, except alarm devices used exclusively for security purposes.
 - K. Use or discharge of firecrackers and other fireworks is not allowed.
 - L. Lease/Rentals. No portion of an Owner's house, other than an entire house may be rented.
 - i. Short-term leases/rental agreements, such as vacation rentals, Airbnb, VRBO and similar "houseshaaring" services are prohibited.
 - ii. The term of any lease or rental agreement shall be for at least one year and shall require, without limitation, that the tenant acknowledge that the tenant is subject to the Declaration, Bylaws, and rules and regulations of the Association. The lease shall also obligate the tenant to comply with the foregoing and shall provide that in the event of noncompliance, the Board, in addition to any other remedies available to it, may evict the tenant on behalf of the owner and specifically assess all costs associated therewith against the Owner and the Owner's Lot.
6. **ARCHITECTURAL REVIEW BOARD.** The Architectural Review Board is appointed by Garfield Moss. The Board may designate a representative to act for it. Neither the member of the Board nor its designated representative shall be entitled to any compensation for the services performed pursuant to this Covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to restore to it any of its powers or duties.

No structure or thing shall be placed, erected, or installed upon a Lot after the date it is made subject to this Declaration, and no improvements or other work (including staking, clearing, excavation, grading or other site work, exterior alterations of existing improvements, or planting or removal of landscaping) shall take place on any Lots within Moss Oaks after the date it is made subject to this Declaration, except in compliance with the Architectural, Landscaping, Lighting and other design Guidelines herein.

Architectural Review.

- a. By Declarant. Each Owner, by accepting a deed or other instrument conveying any interest in any portion of Moss Oaks, agrees that no structure(s) or alterations shall be commenced on such Owner's Lots unless and until Declarant or its designee has given its prior written approval for such work, which approval may be granted or withheld in the Declarant's or its designee's sole discretion.

Architectural Guidelines. Declarant has listed Construction Limitations in Section 2 herein and may prepare supplemental detailed Architectural Guidelines, which may contain general provisions applicable to all of Moss Oaks. The Historic Preservation Commission (HPC) of the Town of Bluffton must also approve each structure and/or alterations. The HPC approval is in addition to the Architectural Guidelines described herein.

- b. An application (Exhibit "C" hereinafter) for ARB approval must be submitted and shall include plans and specifications ("Plans") in a pdf format showing the site layout, structural

design, exterior elevations, exterior materials and colors, landscaping (existing trees and proposed plantings), drainage, exterior lighting, and other proposed construction, as applicable. The Architectural Guidelines and the Reviewer may require the submission of such additional information as may be reasonably necessary to consider any application.

Each Lot Owner acknowledges that determinations as to such matters are purely subjective and opinions may vary as to the desirability and/or attractiveness of particular improvements.

- c. The Reviewer shall make a determination on each application within thirty (30) days after receipt of a completed application and all required information. The Reviewer may (i) approve the application, with or without conditions, (ii) approve a portion of the application and disapprove other portions, or (iii) disapprove the application and specify in writing the reasons for any objections and/or offer suggestions for curing any objections. The Reviewer shall notify the applicant in writing within five (5) business days of the final determination.
 - d. If construction does not commence on a project for which Plans have been approved within one (1) year after the date of approval, such approval shall be deemed withdrawn and it shall be necessary for the Lot Owner to re-apply for ARB approval before commencing the proposed work.
 - e. Once construction is commenced, it shall be diligently pursued to completion. All work shall be completed within one (1) year of commencement unless otherwise specified in the notice of ARB approval or unless the Reviewer grants an extension in writing, which it shall not be obligated to do. If approved work is not completed within the required time frame, it shall be considered nonconforming and shall be subject to enforcement action by the Association, Declarant, or any aggrieved Lot Owner.
- 7. ESTABLISHMENT OF CROSS EASEMENTS FOR ACCESS.** Moss Oaks Management hereby grant and establish for the benefit of the Lot Owners on Lots 1, 2, 3 and 4, and each subsequent owner of such lots, their successors and assigns, guests and licensees, a perpetual, appurtenant, non-exclusive access easement for vehicular and pedestrian ingress and egress over those portions of the Property shown and depicted as "30' Access", "23' Drive" for which a formal street naming process is underway with the Town of Bluffton to name this 30' access and 23' drive "Garfield's Way", and all improvements thereon, on the plat referred to above recorded in Plat Book 155 at Page 148.
- 8. RESPONSIBILITIES OF MAINTENANCE OF EASEMENT IMPROVEMENTS.**
- a. The Cross Easement for Access is unimproved, containing an unpaved roadway. All improvements on and within the Cross Easement for Access are hereinafter referred to as Easement Improvements.
 - b. The Easement Improvements to be maintained and insured as set forth herein upon the consent of the Lot Owners. The Lot Owners shall be responsible for equally sharing the costs of any maintenance to, or improvements of, the Easement Improvements. If any Lot Owner fails or refuses to pay such maintenance and repair costs, that owner shall be in default of this Declaration. The non-defaulting lot owner paying the such maintenance and repair costs shall be authorized to collect the amount owed by defaulting Lot Owner by legal action at law or in equity and shall be entitled to recover all reasonable attorneys' fees and court costs incurred in connection therewith along with interest accruing on the unpaid balance at the rate of 18% per annum from the date payment was made by the non-defaulting lot owners.

- c. The Lot Owners shall each be responsible for fifty percent (50%) of the costs of hazard and public liability insurance policies covering the Easement. Such hazard insurance shall insure the Easement Improvements against damage or destruction and shall be in the amount not less than the replacement costs of the Easement Improvements which are \$ 5,000.⁰⁰ as of 2021. Such liability insurance shall insure against liability for injury and death to persons and property and shall be in the amount not less than \$1,000,000.00 per occurrence. The specific insurance policies and coverage amounts shall be agreed upon by the consent of the Lot Owners. In the event the Lot Owners can not agree on such policies or amounts, the policies and/or amounts in effect for the previous year shall be renewed.
 - d. The Easement shall be kept in good repair and appearance at all times in keeping with a first-class subdivision development. All reasonable costs of such maintenance and repairs shall be the responsibility of the parties as set forth in Section 6 (b) above.
 - e. In the event a Property owner, their guests or licensees, cause material damage to the Easement Improvements, the costs of repairing such damage shall be the sole responsibility of the owner responsible for the damage, whether caused by the owner or its agents, guests, or licensees. This provision shall not apply to ordinary wear and tear.
9. **MOSS OAKS MANAGEMENT REPRESENTATION AND WARRANTY.** Moss Oaks Management represents and warrants that the easement rights granted herein shall be and remain an encumbrance on title to the Property. Further, Moss Oaks Management represents and warrants that covenants, restrictions, or other declarations, if any, which may encumber or affect the Property do not provide for forfeiture or reverter in the event of violation thereof.
10. **NOTICES.** Notices required hereunder shall be deemed to have been given in writing if by e-mail or overnight mail, or if by United States Mail sent certified, return receipt requested.
11. **BREACH NOT TERMINATION.** No breach of this Declaration shall entitle any party to cancel, rescind or terminate this Declaration. No breach or forbearance of remedies shall affect in any manner any rights or remedies any party may have under this Declaration.
12. **BINDING EFFECT.** The Moss Oaks Subdivision initially shall consist of the real property described in Exhibit "A", but the subdivision may be expanded in the future, in accordance with the procedures established in this Declaration, to include additional real property. The possible expansion of Moss Oaks Subdivision will have an Open Space requirement. All property described in Exhibit "A", and any such additional property which is made part of Moss Oaks Subdivision in the future, shall be owned, conveyed, and used subject to the provisions of this Declaration, which shall constitute a covenant running with the title.
13. **BINDING EFFECT OF EASEMENTS.** The covenants and easements set forth in this Declaration shall run with the Property described herein, and any future expansions of the Moss Oaks Subdivision, and shall insure to the benefit of, and be binding upon its successors, heirs and assigns of all owners of the Property. The covenants and easements herein shall remain in full force and effect and shall be unaffected by any changes of ownership of any of the Property. Each of the rights created under this Declaration shall be specifically enforceable in a court of equity, all parties hereto recognizing and agreeing that damages at law may be inadequate.

14. **EXPANSION BY DECLARANT.** Declarant may from time to time expand Moss Oaks Subdivision to include all or any portion of the Property described on Exhibit "B" by Recording a Supplemental Declaration describing the additional property and stating the intent to subject it to the provisions of this Declaration. A Supplemental Declaration Recorded pursuant to this section without consent of the Owners. Declarant's right to expand Moss Oaks pursuant to this section shall expire when all of the property described in Exhibit "B" has been subjected to this Declaration or twenty-five (25) years after this Declaration is Recorded.
15. **AMENDMENTS.** These covenants may be amended by the Declarant until all phases of the Moss Oaks Subdivision are completed and duly recorded, agreeing to change said covenants in whole or in part. Once 51 percent of all phases of the Moss Oaks Subdivision are complete, the majority of the Property Owners may amend the covenants in whole or in part.
16. **TERM.** These covenants are to run with the land and shall be binding on the parties and all persons claiming under them for a period twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the Lot owners of all phases of the subdivision of the lots has been recorded, agreeing to change said covenants in the whole or in part.
17. **ENFORCEMENT.** Enforcement shall be by proceedings at law or in equity against any persons violating or attempting to violate any covenants, either to restrain violation or to recover damages.
18. **SEVERABILITY.** Invalidation of any one of these covenants by judgement or court order shall in no way effect any of the other provisions, which shall remain in full force and effect. Zoning regulations applicable to property subject to this Declaration shall be observed. In the event any conflict between any provision of such zoning restrictions and the restrictions of this Declaration, the more restrictive provisions shall apply.
19. **TOWN OF BLUFFTON HISTORIC PRESERVATION COMMITTEE APPROVAL.** The Historic Preservation Committee (HPC) of the Town of Bluffton, South Carolina must approve each structure erected, building alteration or improvement in Moss Oaks Subdivision prior to the commencement of construction. The HPC approval is in addition to the ARB requirements contained in Section 4 hereinabove.
20. **BIORETENTION/RAINGARDEN REQUIREMENTS.** Lot numbers 1 through 4 inclusive are required to install and maintain a bioretention area, raingarden, rain barrels or a combination of these measures in accord with the Architectural Guidelines and the example (s) set forth on Exhibit "D". Bioretention areas or raingardens must be properly sized, using the attached link to the on-lot Storm water calculation worksheet, but must be a minimum of 20 SF square feet.
The link to the on-lot Stormwater calculation worksheet is contained in this Section
<http://stormwaterworksheet.createandsolve.com/>
 The On-Lot Stormwater Calculation Worksheet and the Stormwater Drainage Compliance Agreement in Exhibit "E" hereinbelow must be submitted to the ARB for review and approval.

 Bioretention and rain gardens are practices to manage and treat storm water runoff by using a conditioned planting soil bed and planting materials to filter runoff stored within a shallow depression. The methods combine physical filtering and absorption with the biological processes. Each Lot Owner shall maintain the Bioretention cell and/or rain garden to assure its proper function.
21. **EXHIBITS.** Exhibits "A", "B", "C", "D" and "E" attached to this Declaration are incorporated by this reference and amendment of such exhibits shall be governed by this section.

Exhibit "F" is attached for informational purposes and may be amended as provided therein or in the provisions of this Declaration which refer to such exhibits.

22. **MOSS OAKS HOMEOWNERS ASSOCIATION.** The Moss Oaks Homeowners Association is created and established upon the Recording of this document and is organized and functioning upon the sale of the first lot. As soon as fifty-one (51%) percent of the lots within the Property described in Exhibit "A" have been sold and conveyed to individual Record Owners, Declarant shall, by certified mail, return receipt request, or e-mail notify said Record Owners of the time and place of the organizational meeting of the Homeowners Association. Said meeting shall be held at a site in Bluffton, Beaufort County, South Carolina, and shall be called within Forty-five days of the sale and conveyance of Fifty-one (51%) percent of the lots.
- A. The Moss Oaks Homeowners Association shall consist of all Record Owners and may or may not be incorporated as deemed advisable by said Record Owners. Each Owner(s) shall be a member of said Association, shall have an equal interest therein, and shall be entitled to one vote at said organizational meeting and other meetings.
- B. Existing land parcels R610-039-00A-0305-0000, R610-039-00A-0368 & R610-039-00A-0306-0000 and R610-039-00A-0232-0000 are not subject to the Conditions herein. At the time parcels 305 and 368 are sold, the subsequent Property Owner will be subject to the terms and conditions outlined in this document.
23. **ATTORNEY'S FEES.** In the event any party must bring legal action to enforce the terms of this Declaration, the prevailing party in such legal action, suit, or arbitration shall be entitled to collect from the non-prevailing party all its reasonable attorneys' fees and court costs, both prior to and on appeal.
24. **GOVERNING LAW.** This Declaration shall be governed by the laws of the State of South Carolina.

IN WITNESS WHEREOF, Moss Oaks Management, Inc. has executed this Declaration as of the 25 day of February, 2021.

WITNESSES:

MOSS OAKS MANAGEMENT, INC.

[Signature]
Garfield Moss

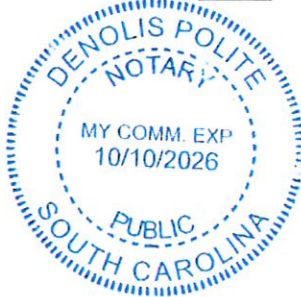
By: [Signature]
Its: President

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)

ACKNOWLEDGEMENT

I, the undersigned notary, do hereby certify that Garfield Moss, as President of Moss Oaks Management, Inc. personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 25 day of February, 2021.



[Signature]
Notary Public of South Carolina
My Commission Expires: 10/10/2026

EXHIBIT "A"

PROPERTY INITIALLY SUBMITTED

ALL that certain piece, parcel or lot of land situate, lying and being in Bluffton, Beaufort County, South Carolina and being more particularly described as Tax Parcels R610-039-00A-0306-000 (Access Easement and drive only), R610-039-00A-0406-0000 (Lot 1), R610-039-00A-0407-0000 (Lot 2), R610-039-00A-0408-0000 (Lot 3) and R610-039-00A-0409-0000 (Lot 4), inclusive as shown on the plat entitled "Subdivision Plat Prepared For Garfield & Nancy R. Moss", Bluffton, Beaufort County, South Carolina, dated August 17, 2020 and recorded in Plat Book 155 at Page 148 in the Office of the Register of Deeds for Beaufort County, South Carolina; reference is made to said plat and is hereby made for a more complete description of the premises. Said Lot 1 consisting of 0.14 acres, more or less, said Lot 2 consisting of 0.16 acres, more or less, said Lot 3 consisting of 0.21 acres, more or less, and said Lot 4 consisting of 0.22 acres, more or less, Beaufort County, as it may be further revised or amended.

EXHIBIT "B"

PROPERTY SUBJECT TO ANNEXATION

Any real property within a five (5) mile radius of the perimeter boundaries of the Property described on Exhibit "A".

EXHIBIT "C"

**MOSS OAKS SUBDIVISION
ARCHITECTURAL REVIEW BOARD (ARB)**

APPLICATION FOR CONSTRUCTION

Date: _____ Lot No. _____ Street Address: _____

Application For: ☐ New Construction ☐ Remodel or Addition
☐ Pool or Landscape/Hardscape ☐ Lighting
☐ Other: _____

Owner:

Name(s): _____

Lot Address and Complete Mailing Address: _____

Home / Office Phone No. _____ Cellular Phone No. _____

E-mail(s): _____

Architect or Designer:

Name(s): _____

Complete Mailing Address: _____

Office Phone No. _____ E-mail: _____

Builder:

Name(s): _____

Complete Mailing Address: _____

Office Phone No. _____ E-Mail: _____

All required plans, product literature, material/color board, Stormwater Drainage Agreement (Exhibit "E"), Stormwater on-lot calculation worksheet, etc. must be submitted in a digital format (pdf) and attached to this application.

The undersigned agrees to comply with the rules, guidelines, and procedures of the Moss Oaks Subdivision Architectural Review Board. The ARB has 30 days to make a final determination and will provide the Owner with written notification within five (5) days of the determination date.

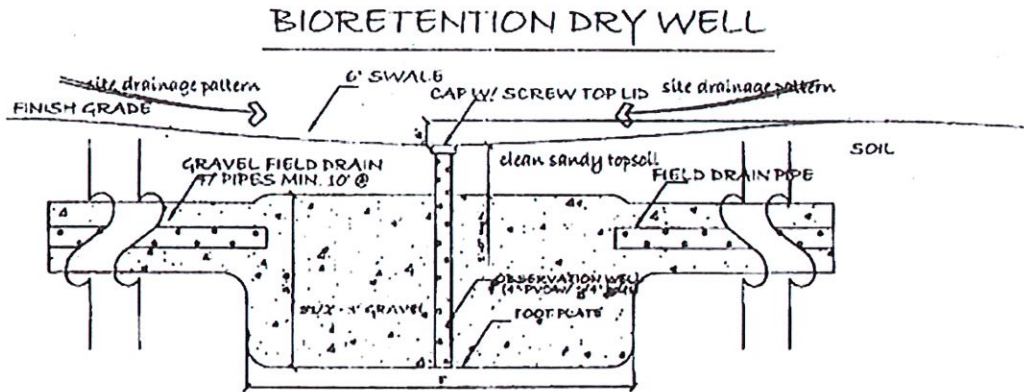
Submitted By: (Signature) _____ Date: _____

(Print) _____

EXHIBIT "D"

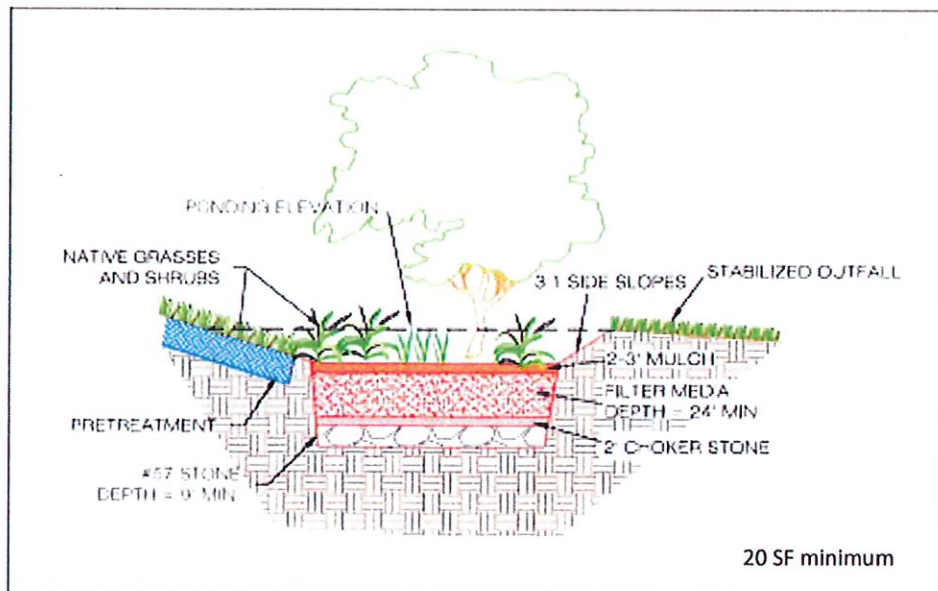
MOSS OAKS SUBDIVISION

BIORETENTION CELL AND RAIN GARDEN DETAILS



Notes:

- Typical drywell to be 4' x 5' x 3.5' minimum (20 SF)
- Multiple drywells may be used to maintain same cubic feet requirement.
- Drywells to be placed to receive maximum roof runoff possible.
- Swales may be planted in turf or natural grasses.
- Prevent shrub or tree roots from penetrating dry well.



Example bioretention design without an underdrain.

EXHIBIT "E"**Moss Oaks Architectural Review Board****STORMWATER DRAINAGE AGREEMENT**

All Property Owners in Moss Oaks are required to incorporate measures, known as Best Management Practices (BMPs) as part of the site improvements to capture and treat stormwater runoff from rooftops and other impervious surfaces constructed on the Lot. BMPs help minimize flooding, erosion, and the amounts of metals, nutrients and bacteria that enter the nearby May River, South Carolina. Such BMPs measures include, but are not necessarily limited to preservation of natural vegetation, sand filters, grassy swales, cisterns and rain gardens (bio-retention areas).

Property Owners of Lots 1, 2, 3 and 4 must incorporate BMPs in their site design and are responsible for the design and construction on BMPs that will capture, on-site, stormwater from a storm event up to and including a 25-year storm (8" of rainfall in a 24-hour period).

The Owner of the Property described below does hereby acknowledge that they are responsible for, the design, construction, and maintenance of such BMPs. Further, the drainage system must divert stormwater away from the dwelling unit to be built on the property in a manner that does not cause the water to flow onto an adjacent Lot or onto the access easement or drive. It is the recommendation of the Moss Oaks Architectural Review Board that each Owner employ an engineer or other suitable professional to design an appropriate BMP system for the property.

The Lot Owner does agree to hold harmless the Moss Oaks Architectural Review Board from any and all liability, to include the defense of said organization from legal action arising directly or indirectly from any occurrence of stormwater draining onto an adjacent neighboring lot or access easement or access drive.

 Signature of the Property Owner or Agent

 Date

 Signature of the Property Owner or Agent

 Date

Subdivision: Moss Oaks

Lot Number : _____

Return to the Moss Oaks Architectural Review Board with Application

EXHIBIT "F"

POSSIBLE EXPANSION OF MOSS OAKS SUBDIVISION

The master site plan contained herein *has not been approved by the Town of Bluffton, South Carolina*, but is the possible expansion the Declarant may pursue in the future. The subdivision plan configuration is *subject to change and is attached for informational purposes only*.



PRELIM.