

BK 3646PG283

FILED-RECORDED

STATE OF SOUTH CAROLINA / ROD

AMENDED & RESTATED

DECLARATION OF

RESTRICTIVE COVENANTS

2003 JUN 27 PM 3:49

COUNTY OF DORCHESTER, MESSERVY
DORCHESTER COUNTY, SC

THIS AMENDED & RESTATED DECLARATION OF RESTRICTIVE COVENANTS is made this 23 day of June, 2003, by Declarants Collins & Gamble Investments, LLC (TMS#162-00-002), Westcott Plantation, LLC (TMS#171-00-00-130) and Centex Homes, a Nevada general partnership.

RECITALS

WHEREAS, Robert O. Collins and Westcott Plantation, LLC were the original owners of certain real property ("real property" includes wetlands, any interest in submerged lands, uplands, associated riparian/littoral rights) located in The Golf Club at Westcott Plantation or more particularly described as preserved wetland area and preserved wetland buffer area as depicted on drawing: "WETLAND/BUFFER EXHIBIT, WESCOTT PLANTATION, DORCHESTER COUNTY, SC, P/N 99-1A-213" and dated February 4, 2003, a copy of which is attached hereto as Exhibit A and made a part hereof.

WHEREAS, Robert O. Collins transferred all his property to Collins & Gamble Investments, LLC.

WHEREAS, Centex Homes purchased a portion of the real property.

WHEREAS, in compensatory mitigation under Federal and State law for Department of the Army Permit No. 99-1A-213-C 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, Declarants agreed to place certain restrictive covenants on the Property, in order that the Property shall remain substantially in its natural condition forever.

WHEREAS, Declarants executed that certain Declaration of Restrictive Covenants dated May 3, 2000, and recorded May 17, 2000, in Book 2427, at page 279 in the RMC/ROD Office for Dorchester County; as amended by Amendment dated May 15, 2001 and recorded June 11, 2001 in Book 2722, at Page 266 in the RMC/ROD Office for Dorchester County.

WHEREAS, the Declaration of Restrictive Covenants, as amended, contained errors that need to be corrected and the parties hereto desire to file this Amended & Restated Declaration of Restrictive Covenants.

NOW THEREFORE, Declarants hereby declare 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

TRICO ENGINEERING
4425 BELL OAKS DR.
N. CHARLESTON, SC 29445
ATTN: TOBY RADENBAUGH

NPCHAR1:213749.4-RD-(MJV) 900000-00267

included in the term, "Declarant", below), lessees, or other occupiers and users.

1. **Prohibitions.** Declarants are 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 preapproved 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 hunting (excluding planting or burning), fishing, and similar recreational or educational activities, consistent with the continuing natural condition of the Property; b) removal or trimming of vegetation hazardous to person or property, or of timber downed or damaged due to natural disaster; c) restoration or mitigation required under law; (d) vegetation and/or grade disturbance associated with the maintenance of the existing canal corridor and its spoil berms, provided that this disturbance does not exceed the cleared limits of the existing spoil berms or widen the existing canal; (e) allow for three temporary disturbances through preserved wetland and buffer area as depicted on the attached Exhibit A; and (f) removal or trimming of understory vegetation less than 4-inches in diameter at breast height, within a 5-foot wide corridor to allow for the construction and perpetual maintenance of maximum 4-foot wide, organically mulched walking trail, and as approximately depicted within the area noted as the "Wildlife Preservation Zone" on the attached Exhibit A.
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 Declarants reserve 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 Declarants, to inspect the Property and take actions necessary to verify compliance with these restrictive covenants.

6. **Enforcement.** The Declarants grant 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 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 such as civil penalties. Nothing herein shall limit the right of the Corps to modify, suspend, or revoke the Permit.

7. **Property Transfers.** Declarants 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):

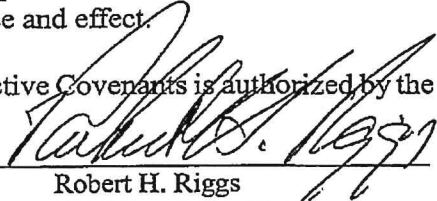
NOTICE: This Property Subject to Declaration of Restrictive Covenants Recorded at

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.

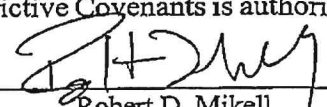
9. **Recording of Plat.** A plat depicting the boundaries of the Property subject to these restrictive covenants shall be recorded in the deeds records for each county in which the Property is situated prior to the recording of these restrictive covenants. The plat is recorded at

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.

11. This Amended & Restated Declaration of Restrictive Covenants is authorized by the Corps.


Robert H. Riggs
Chief, Regulatory Division
U.S. Army Corps of Engineers, Charleston District
(For the District Engineer)

12. This Amended & Restated Declaration of Restrictive Covenants is authorized by SCDHEC.


Robert D. Mikell
Federal Certification Manager
S.C. Dept. of Health & Environmental Control
Office of Ocean & Coastal Resource Management

IN WITNESS WHEREOF, the Declarant(s) has/have duly executed this Declaration of Restrictive Covenants the date first above written.

IN THE PRESENCE OF:

Grace Hare Kennedy
Kimberly Sexton
 KIMBERLY SEXTON

Declarant(s):

COLLINS & GAMBLE INVESTMENTS, LLC

By: William B. Gamble
 WILLIAM B. GAMBLE, member

STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON)

PROBATE

PERSONALLY appeared before me Grace Hare Kennedy the undersigned witness, and made oath that he/she saw within named COLLINS & GAMBLE INVESTMENTS, LLC, by William B. Gamble, its member, sign, seal and his/her/its act and deed, deliver the within named Declaration of Restrictive Covenants; and that he/she with the other witness named above witnessed the execution thereof.

Grace Hare Kennedy
 (signature of witness)

SWORN to and subscribed before me
 this 9 day of June, 2003

Notary Public
 NOTARY PUBLIC FOR SOUTH CAROLINA

My Commission Expires: 11-01-2011

IN THE PRESENCE OF:

Randy A. Auhn
Angie Kyser
 RANDY AUHN
 ANGIE KYSER

DECLARANT(S)
WESTCOTT PLANTATION, LLC

By: B. Walter Taylor Jr.
 Name: B. Walter Taylor Jr.
 TITLE: Member

STATE OF SOUTH CAROLINA

PROBATE

COUNTY OF RICHLAND

PERSONALLY appeared before me Angie Kyser the undersigned witness, and made oath that he/her saw within named WESTCOTT PLANTATION, LLC by B. Walter Taylor, Jr. its Member sign, seal, and his/her/its act and deed, deliver the within named Declaration of Restrictive Covenants; and the he/she with the other witness named above witnessed the execution thereof.

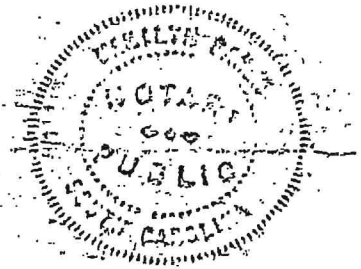
Sworn to and subscribed before me
 This 25 day of June 2007

Mari Lynn Baker
 NOTARY PUBLIC FOR SOUTH CAROLINA
 My Commission Expires:

Angie Kyser
 (signature of witness)

Notary Public, South Carolina State at Large
 My Commission Expires Aug 24, 2009

POOR ORIGINAL



IN THE PRESENCE OF:

Declarant(s):

CENTEX HOMES, a Nevada
general partnershipBy Centex Real Estate Corporation,
Managing PartnerBy: [Signature]
Name: Bryan K. Reed
Its: DIVISION President[Signature] WALT MARTIN
[Signature] GORDON GERE

STATE OF SOUTH CAROLINA)

PROBATE

COUNTY OF CHARLESTON)

PERSONALLY appeared before me WALT MARTIN, the undersigned witness, and made oath that he/she saw within named CENTEX HOMES, a Nevada general partnership, by Centex Real Estate Corporation, Managing Partner {by Bryan Reed its DIV PRES}, sign, seal and his/her/its act and deed, deliver the within named Declaration of Restrictive Covenants; and that he/she with the other witness named above witnessed the execution thereof.

[Signature]
(signature of witness)

SWORN to and subscribed before me
this 25 day of June, 2003

[Signature]
NOTARY PUBLIC FOR SOUTH CAROLINAMy Commission Expires: My Commission Expires January 25, 2005

STATE OF SOUTH CAROLINA
COUNTY OF DORCHESTER 27th
Filed for record this 27th day of June, 2003
at 3:40 P.M. and recorded
in book 3646 page 283
LINDA T MESSERVY
REGISTER OF MESNE CONVEYANCES







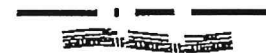
BK 3646PG289.

SHEET 1 OF 8

NOTE:

ARRANGE SHEETS IN
CHRONOLOGICAL ORDER,
IN CLOCKWISE
FASHION TO
FORM DRAWING

LEGEND

	PROPERTY LIA
	PROPERTY LIA
	RIGHT OF WA
	CENTER LINE
	ADJACENT PR
	OWNERSHIP LI
	"CANAL CORR.

SUMMARY OF PRESI

	PRESERVED WETL
	PRESERVED WETL

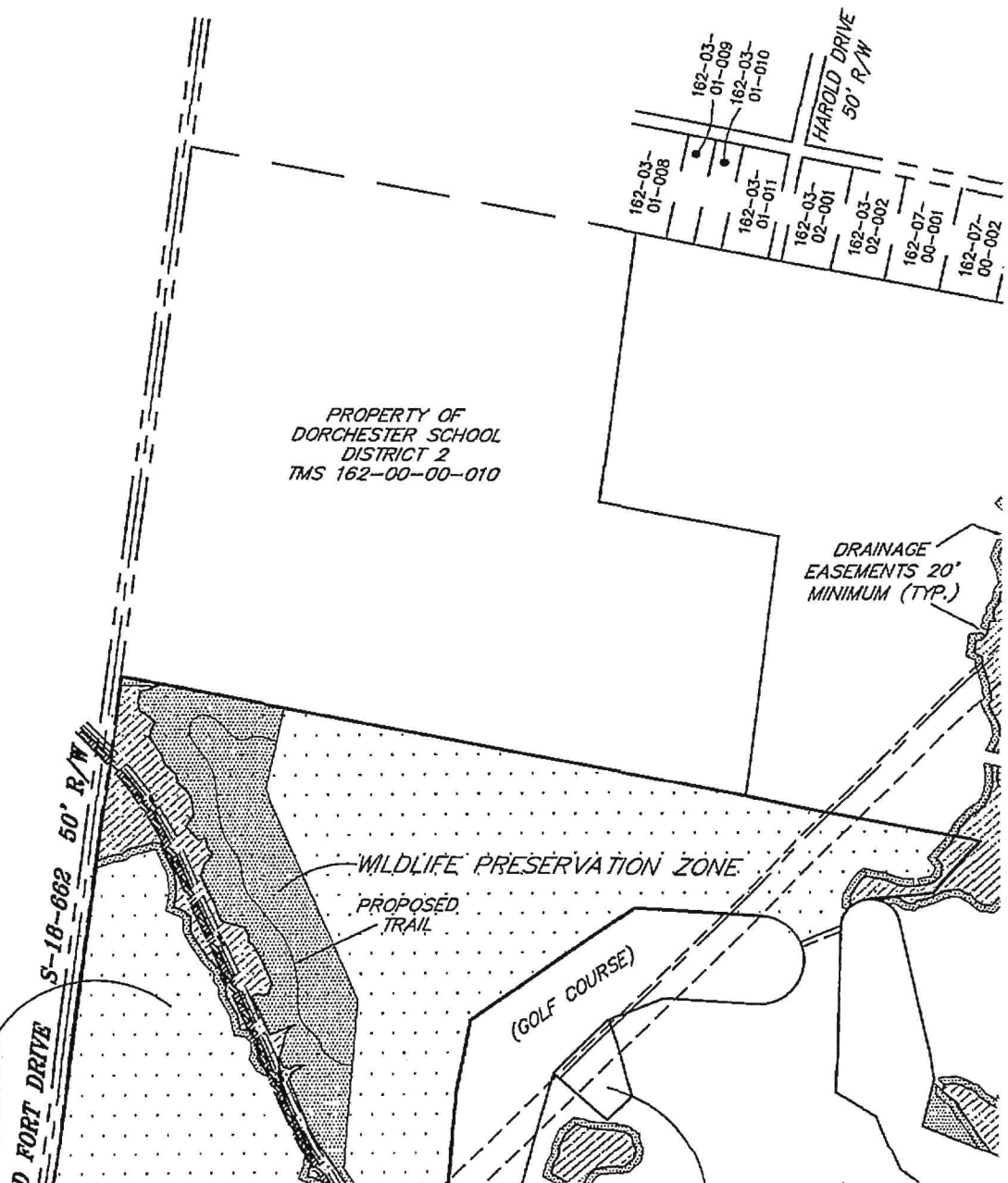
WITH PROPERTY CORNER FOUND (AS DESCRIBED)
WITH PROPERTY CORNER SET
LINE

PROPERTY LINE
E
FOR W/ SPOIL BERMS" (20.65 AC.)

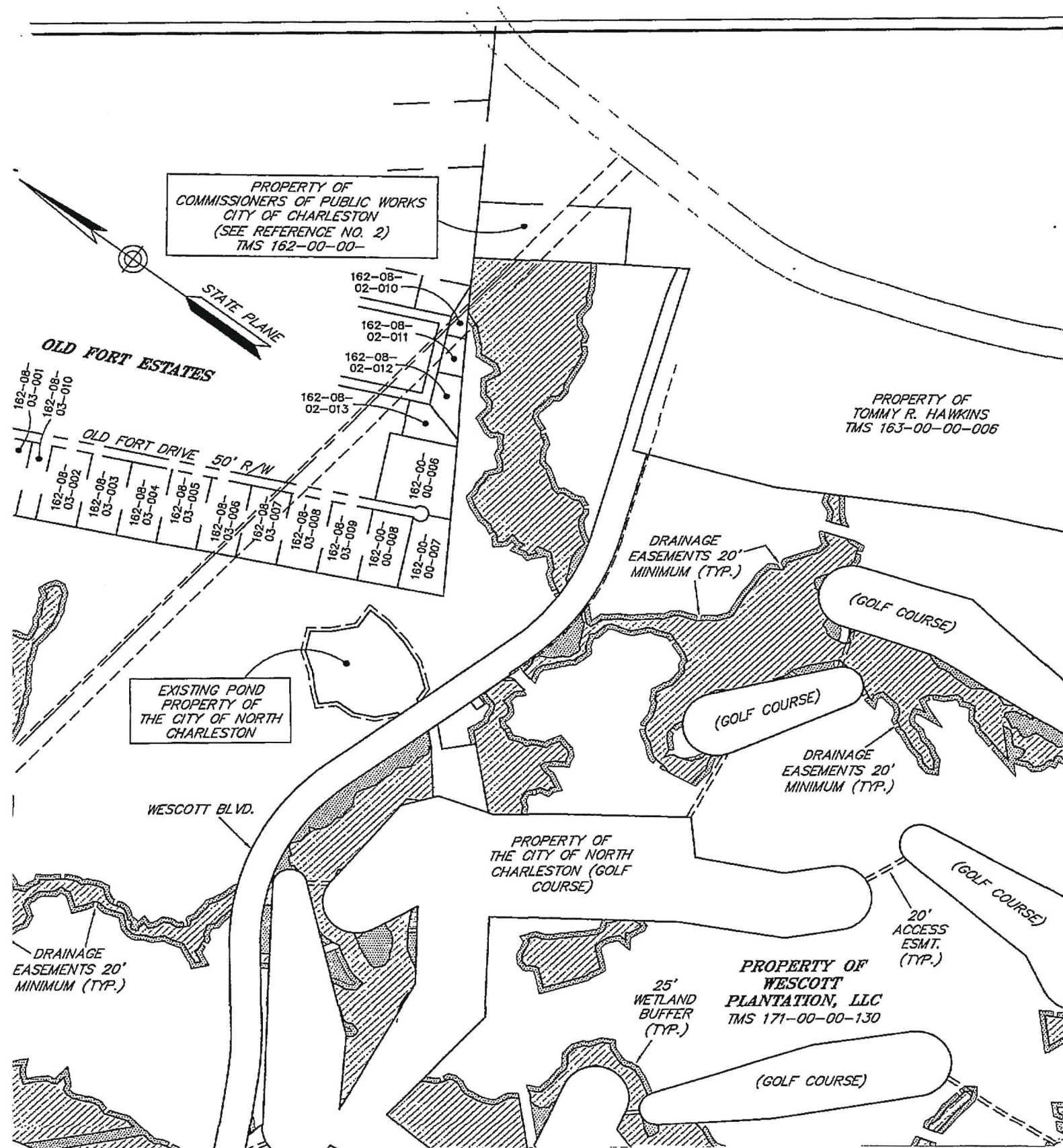
RVATION AREAS

UND AREA: 80.66 AC.

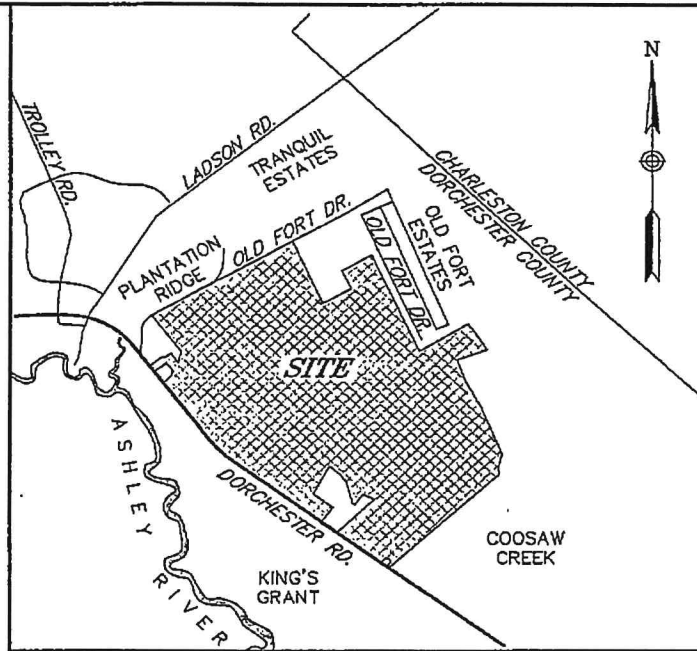
UND BUFFER AREA: 198.80 AC.



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BK 3646PG292



LOCATION MAP

N.T.S.

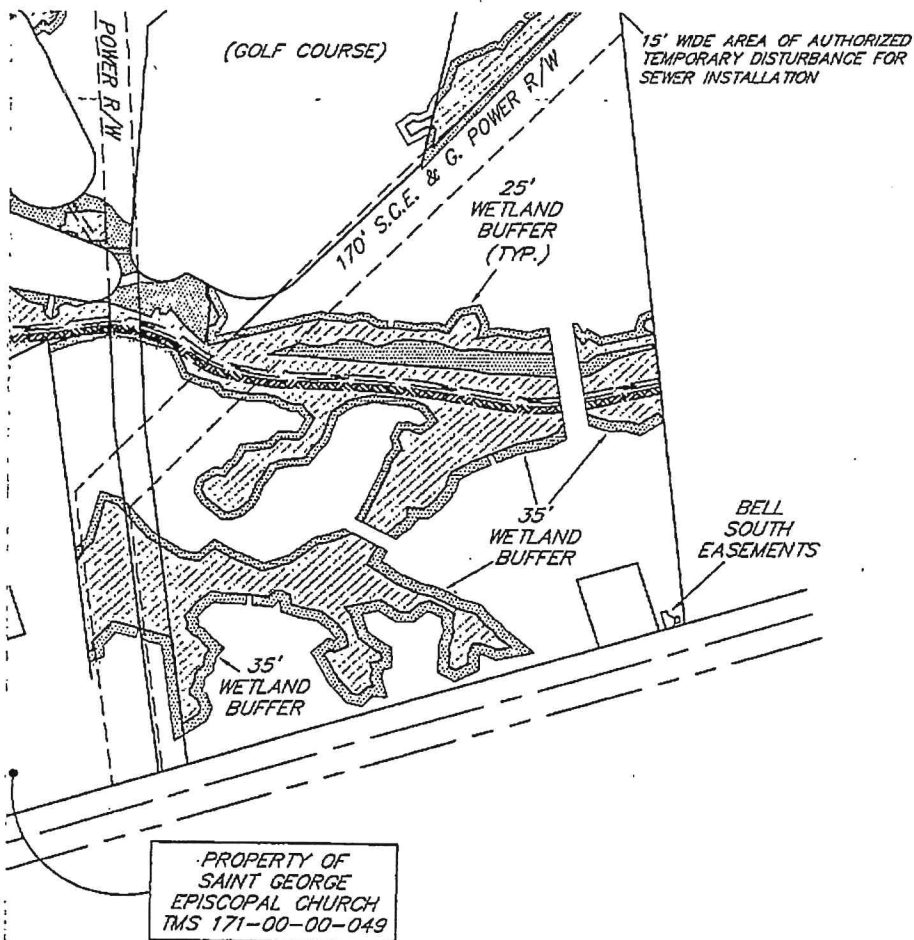
PROPERTY OF
WESCOTT
PLANTATION, LLC
TMS 171-00-00-130

(GOLF COURSE)

15' WIDE AREA OF AUTHORIZED
TEMPORARY DISTURBANCE FOR
SEWER INSTALLATION

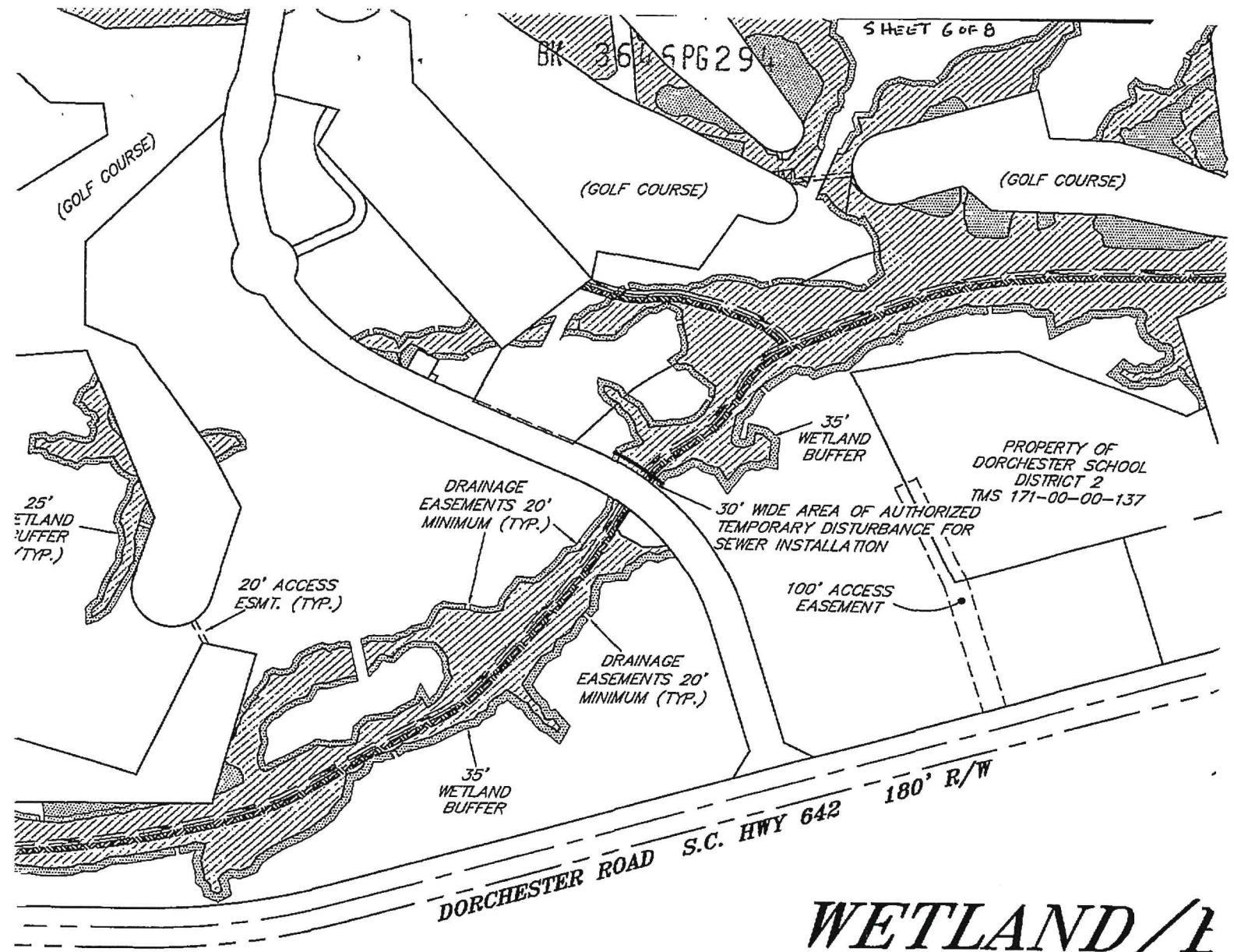
POOR ORIGINAL

100' S.C.P.S.2



*BUFFER EXHIBIT,
PLANTATION
R COUNTY, SC
A-213,
uary 4, 2003
= 600'*

BK 3646 PG 294

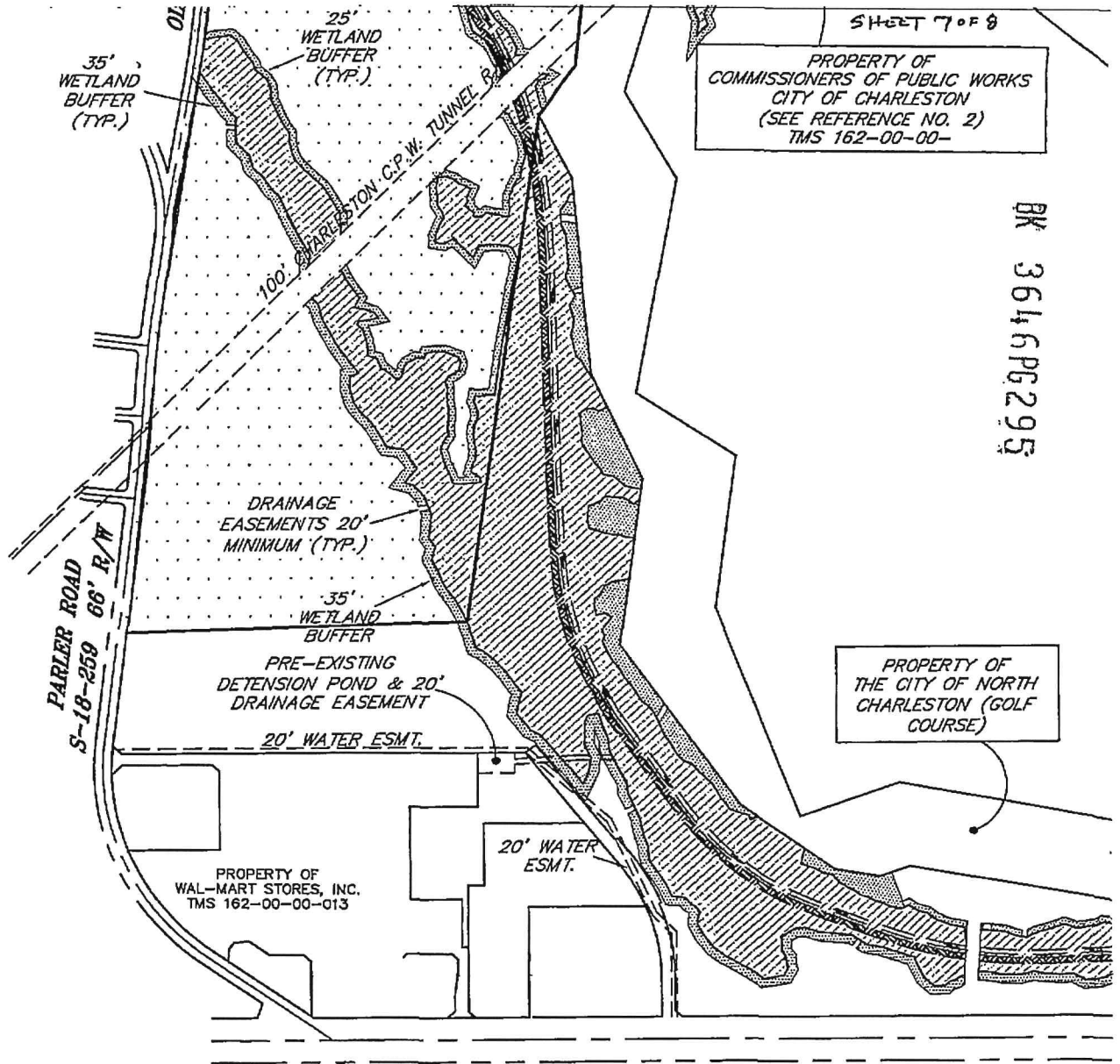


3646-294

WETLAND/1
WESCOTT PI
DORCHESTER
P/N #99-1
DATE: Febr
SCALE: 1"

PROPERTY OF
COMMISSIONERS OF PUBLIC WORKS
CITY OF CHARLESTON
(SEE REFERENCE NO. 2)
TMS 162-00-00-

BK 3646PG295



(IN FEET)
1 inch = 600 ft.

GENERAL NOTES:

1. THIS EXHIBIT SHOWS ONLY EASEMENTS WHICH ARE OBVIOUS OR APPARENT TO THE SURVEYOR.
2. SITE LOCATED LAT. 32°56'37" AND LONG. 80°08'26"
3. BOUNDARY SHOWN HEREON WAS TAKEN FROM A PLAT BY TRICO ENGINEERING CONSULTANTS, INC., DATED AUGUST 17, 1999, RECORDED IN CABINET J, 140.
4. WETLANDS, WETLAND BUFFERS AND 20' DRAINAGE EASEMENTS THROUGH BUFFERS WERE TAKEN FROM A DRAWING FROM DAVIS & FLOYD, INC., ENTITLED "PLAT SHOWING MITIGATED WETLANDS LOCATED ON PROPERTY OF WESTVACO CORPORATION IN CITY OF NORTH CHARLESTON, DORCHESTER COUNTY, SOUTH CAROLINA" DATED MAY 19, 1999.

SPECIFIC NOTES:

1. REVISED 09-08-99, ADDED AREA TO UPLAND WETLAND BUFFERS AND AREA TO WETLANDS TO BE PRESERVED (LV)
2. REVISED 06-29-99 PER OWNER COMMENTS
3. TYPICAL WETLAND BUFFER IS 25 FEET IN AVERAGE WIDTH UNLESS NOTED OR SHOWN OTHERWISE.
4. ROAD LAYOUT SHOWN IS SUBJECT TO CHANGE OUTSIDE OF WETLAND AND/OR WETLAND BUFFER AREAS.
5. TYPICAL 20 FOOT WIDE DRAINAGE EASEMENTS SHOWN THROUGH BUFFER AREAS ARE AUTHORIZED UNDER P/N #99-1A-213-C, BUT THEIR LOCATIONS ARE CONCEPTUAL AND SUBJECT TO CHANGE. HOWEVER, THE ACTUAL TOTAL NUMBER OF THESE DRAINAGE EASEMENTS EXECUTED WILL NOT EXCEED THE TOTAL NUMBER SHOWN ON THIS DRAWING.

DECLARANT SHALL INCLUDE THE FOLLOWING WARNING ON ALL DEEDS, MORTGAGES, PLATS, OR ANY OTHER LEGAL INSTRUMENTS USED TO DESCRIBE AND/OR CONVEY ANY INTEREST ANY PORTION OF THIS PROPERTY: WARNING - THIS PROPERTY SUBJECT TO DECLARATION OF RESTRICTIVE COVENANTS RECORDED AT:
