

STATE OF SOUTH CAROLINA    )  
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 COUNTY OF CHARLESTON        )    DECLARATION OF COVENANTS AND  
                                                                                           RESTRICTIONS FOR  
                                                                                           SCHIEVELING PLANTATION

This declaration made by Schieveling Plantation Development, L.L.C., A South Carolina Limited Liability Company, (hereinafter referred to as the "Developer").

WITNESSETH:

WHEREAS, Developer proposes to create a subdivision known as Schieveling Plantation (hereinafter referred to as the "Subdivision") containing homesite Lots, together with common areas as more fully described herein; and

WHEREAS, Developer is the owner of certain lands located in the City of Charleston, County of Charleston, State of South Carolina, known as Schieveling Plantation, more particularly described in Exhibit "A" attached hereto, which Developer desires to submit the plan and operation of this Declaration and which property shall be deemed a part of the Subdivision; and

WHEREAS, the Developer wishes to declare certain easements, restrictions, covenants and conditions for the purpose of protecting the value and desirability of the lands known as Schieveling Plantation and to accomplish the following objectives for its benefit and the benefit of Owners of property in the Subdivision by the imposition of the covenants and restrictions set forth herein:

- (a) To preserve the quality of the natural amenities of the Subdivision;
- (b) To maintain the value and the residential character and integrity of the residential portions of the Subdivision and to maintain the quality and value of any recreational portions of the Subdivision;
- (c) To prevent any property Owner and any other persons from building or carrying on any other activity in the Subdivision to the detriment of any Owners or Property in the Subdivision; and
- (d) To minimize or eliminate the possibility of any disruptions, of the peace and tranquility of the residential environment of the Subdivision; and

WHEREAS, the Developer is desirous of maintaining design criteria, location, construction, specifications, and other controls to assure the integrity of the Subdivision; and

NOW, THEREFORE, the Developer, IN CONSIDERATION OF THE PREMISES AND OTHER GOOD AND VALUABLE CONSIDERATION, does hereby declare that all of the Property described in Exhibit "A" or so much of it as Developer may, in its sole discretion, see

fit to develop or dedicate, as, by subsequent amendment hereto, may be subjected to this Declaration, shall be 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 said restrictions, easements, charges, liens, covenants shall touch and concern and run with the 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 or which purchases or takes any interest in the real property within the lands subject to this Declaration.

#### 1. PROPERTY SUBJECT TO THIS DECLARATION

The real property subjected to these Restrictive Covenants is in the City of Charleston, County of Charleston, State of South Carolina, and is shown on a plat of Schieveling Plantation entitled "PLAT SHOWING: THE SUBDIVISION OF TMS NO. 358-00-00-006 INTO SCHIEVELING PLANTATION PHASE 1, LOTS 105-140; PARCELS A, C-F, P, S AND T; NEW RIGHTS-OF-WAY; AND TRACT A2B RESIDUAL, PROPERTY OWNED BY SCHIEVELING PLANTATION DEVELOPMENT, L.L.C., LOCATED IN THE CITY OF CHARLESTON, CHARLESTON COUNTY, SOUTH CAROLINA" by HOFFMAN LESTER ASSOCIATES, INC. dated May 25, 2000 and duly recorded in the RMC office for Charleston County, South Carolina in Plat Book EE at Pages 137 - 138 (referenced above as Exhibit "A"). Said plat is incorporated herein by reference and is hereinafter called the "Plat." It is the intent of the declarant to subject all property in the Schieveling Plantation subdivision to these Restrictive Covenants.

#### 2. SCHIEVELING PLANTATION PROPERTY OWNERS ASSOCIATION, INC.

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

Each Owner shall be a member of the Association. Membership shall be appurtenant to and may not be separated from the ownership of any Lot.

#### 3. DEFINITIONS

Assessment shall mean and refer to an Owner's share of the Common Expenses or other charges from time to time assessed against an Owner by the Association in the manner herein provided.

Association shall mean and refer to Schieveling Plantation Property Owner's Association, Inc., its successors and assigns.

By-Laws of the Association shall mean and refer to those By-Laws of the Association which govern the administration and operation of the Association attached hereto as Exhibit "B" and made a part hereof by reference, as may be amended from time to time.

Common Areas shall mean and refer to all real and personal property now or hereafter owned by the Association for the common use and enjoyment of the Owners or designated by the Developer as Common Areas. Such areas are intended to be devoted to the common use and enjoyment of the members of the Association as hereby defined, and are not dedicated for the use by the general public. The general public shall thereby have no easement of use and enjoyment therein.

Lot shall mean any residential building Lot as shown on the plat of Schieveling Plantation and shall include any dwelling thereon when the context required such construction.

Owner shall mean and refer to the record owner, whether one or more person, firms, associations, corporations, partnerships or other legal entities of the fee simple title to any Lot, but not withstanding any applicable theory of a mortgage, shall not mean or refer to the mortgagee unless or until such mortgagee has acquired title pursuant to foreclosure, nor shall the term "Owner" mean or refer to any Lessee or Tenant of an Owner.

Property or Properties shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

#### 4. RESIDENTIAL USE OF THE PROPERTY

All Lots shall be used for single-family residential purpose exclusively, and no structure shall be erected, placed, altered or permitted to remain on any Lot other than one single family dwelling, and any accessory structure customarily incidental to the residential use of such Lots.

#### 5. SETBACK AND BUILDING LINES

No building or other structure, of any type, shall be located on any residential building Lot without the prior written approval of the (hereinafter referred to as "ARB") of Schieveling Plantation Homeowner's Association, Inc. As minimums, however, the Regulations of the City of Charleston, State of South Carolina shall apply to front, side and rear setbacks. Schieveling

## Planation PUD

There shall be no additional minimum setback lines in Schieveling Plantation (other than the City of Charleston setback requirements) as the Developer does not intend to engender uniformity of setbacks. The Developer or ARB shall have the power and authority to promulgate and publish setback requirements for each Lot. In certain cases, the Developer or ARB may require an Owner to seek a variance from the City of Charleston, County of Charleston, State of South Carolina, if necessary, to protect important trees, vistas, or to preserve aesthetic value. The ARB shall be and shall remain as a standing committee of the Schieveling Plantation Homeowner's Association, Inc.

No structure shall be erected, placed or permitted to remain on any single family Lot other than one detached single-family residential dwelling, not to exceed two and one-half stories in height, and in no instances shall any residence exceed forty (40') feet in height 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.

## 6. EASEMENTS

In addition to those easements shown on said plat, and not as any limitation thereof, an easement on each Lot is hereby reserved by the Developer for itself and its agents, designees, successors and assigns, along, over and under and upon a strip of land ten (10) feet in width, parallel and contiguous with the rear or back property line of each Lot and along, over and under and upon a strip of land five (5) feet in width, parallel and contiguous with each side Lot line. The purpose of these easements shall be to provide, install, maintain, construct and operate drainage facilities, now or in the future, and utility service lines to, from or for each Lot. Within these easements, no structures, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities, or which may change the direction of flow of drainage channels in such easements. The easement Areas of such Lot and all improvements in it shall be maintained continuously by the Owner, except for those improvements which a public authority or utility company is responsible. For the purpose of this covenant, the Developer reserves the right to modify or extinguish the easement, herein reserved, along any Lot lines when in its sole discretion, adequate reserved easements are otherwise available for the installation of drainage facilities or utility service lines. All easements shall fall to and become the sole control of the Schieveling Plantation Homeowner's Association, Inc. when the Developer transfers ownership of the common elements to the Association.

## 7. DHEC - OCRM

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 AN ALL USES OF SUCH

LAND OR OTHER CRITICAL AREAS ARE SUBJECT TO THE JURISDICTION OF DHEC-OCRM. ANY OWNER IS LIABLE TO THE EXTENT OF SUCH OWNER'S OWNERSHIP FOR ANY DAMAGES TO, ANY INAPPROPRIATE OR UNPERMITTED USE OF, AND ANY DUTIES OR RESPONSIBILITIES CONCERNING ANY SUBMERGED LAND, COASTAL WATERS OR OTHER CRITICAL AREAS.

8. RESTRICTIONS FOR LOTS FRONTING ROOKERY LAGOONS AND MARSH

(A) No foliage or vegetation on rookery lagoon or marsh shall be removed or altered without the permission of the Developer and the ARB.

(B) Any owner of any Lot abutting a rookery lagoon or marsh shall maintain the area between the Lot line and rookery lagoon or marsh even though such area may be owned by the Association or others.

(C) No dock, pier, wharf or boardwalk shall be constructed on any rookery lagoon or marsh.

(D) No dock, pier or boardwalk for private residential use shall be applied for or constructed from or upon any lot or critical area within the subdivision. Schieveling Plantation development has been restricted by the DHEC-OCRM to the right to apply for one community dock and no residential docks or boardwalks. The Developer maintains the right to make application for one community dock, but this provision in no way obligates the Developer to make application for said community dock or to construct said community dock.

(E) The Wetland Buffer area along the Marshes of the Ashley River, to be owned by the Schieveling Plantation Homeowner's Association, Inc., are subject to the "Declaration of Restrictive Covenants relating to the "Wetland Masterplan." Selective clearing in the wetland buffer area is restricted by the said "Wetland Masterplan." Reference is hereby craved to be the Declaration of Restrictive Covenants relating to the "Wetland Masterplan" to be recorded. Selective clearing in the Wetland Buffer Area is further governed by the ARB Standards & Guidelines. While the Wetland Buffer Area is to be owned by the Schieveling Plantation Homeowner's Association, Inc., it cannot be developed or utilized for any purpose other than a Wetland Buffer Area and view corridor. Only a lot which is contiguous to the Wetland Buffer Area can request permission to perform selective clearing.

9. SUBDIVISION OF LOTS

No Lot shall be subdivided except in the case of a vacant Lot, the same may be divided in any percentage between the owners of the Lots abutting each side of the same. Also, two (2) contiguous Lots, when owned by the same party, may be combined to form a single larger buildings Lot. Nothing herein shall be construed to allow any portion of any Lot sold or conveyed to be used as a separate building Lot if subdivided. No Lot shall be split, divided or

subdivided for sale, re-sale, gifts, transfer or otherwise without the prior written consent of the ARB except as provided in this section. There will be no reduction in the amount of the assessments due pursuant to this Declaration or the By-Laws of the Association. (For example, if two (2) Lots are combined to form one (1) Lot, then the Owner still pays two (2) assessments, and such owner shall have two (2) votes in the Association.

#### 10. CORNER LOTS

On all corner Lots, the front line or any corner line shall be construed as the shorter of the two (2) property lines along the intersecting streets. A building should be situated diagonally on a corner Lot with specific approval by the ARB as to precise location. Exceptions to this general rule may only be granted by the ARB.

#### 11. EXTERIORS

No dwelling or other structure shall be erected in Schieveling Plantation having an exterior finish of concrete blocks unless said blocks are designed and finished in a manner acceptable to the ARB. The same colors, materials and style utilized for the exterior and roof of the residence shall also be used for any garage, outbuilding or any other structure erected on the Lot. No Lot shall contain outbuildings. For purposes herein, a detached garage shall be not considered an outbuilding.

#### 12. BUILDING REQUIREMENTS

No residence or dwelling shall be erected on any of the Lots unless said residence be constructed with a minimum of square feet of total enclosed dwelling area as set forth hereafter. For a dwelling on any interior Lot, the total enclosed dwelling area shall not be less than (1600) square feet. For a single story dwelling on any marshfront or waterfront Lot, the total enclosed dwelling area shall be not less than two thousand four hundred (2400 square feet). For a two story dwelling on any marshfront or waterfront Lot, the total enclosed dwelling area shall not be less than two thousand six hundred (2600) square feet. The term "enclosed dwelling area" as used in these minimum size requirements does not include garages, finished rooms over garages, whether attached or detached, terraces, decks, porches, patios, balconies, breezeways, etc. In order to gain approval for construction of any house, the same shall include at least a double car garage with a door or doors.

#### 13. ARCHITECTURAL CONTROL

No construction, reconstruction, remodeling, alternation, or addition to the exterior of any structure, building, fence, wall, drive or improvements of any nature shall be commenced without first obtaining the written approval of the ARB of the Association as to the location, plans and specifications. As a prerequisite to consideration for approval, and prior to the beginning of the contemplated work, a complete set of the building plans and specifications must

be submitted to the ARB. The ARB shall be the sole arbiter of such plans and may withhold approval for any reason, including pure aesthetic consideration. Upon given approval, construction shall be started and prosecuted to completion in strict conformity with such plans. The ARB, the Developer, or owners, shall be entitled to stop construction in violation of these Covenants in accordance with one or more of the clauses below. No previously approved structure shall be used for any purpose other than for which it was originally approved.

#### 14. USE RESTRICTIONS

No structure, fence, sidewalk, wall, drive or other improvement shall be placed or altered on any Lot except in accordance with the provisions of this Declaration.

##### Prior Review of All Plans

No building, fence, wall, dock or other structure, and no change in topography, landscaping, grading, filling or any other item shall be commenced, erected or maintained upon any portion of the Subdivision, nor shall any exterior addition to or change be made until the plans and specifications (including but not necessarily limited to all elevations, a complete landscaping plat for the Lot and a complete tree survey of the Lot) showing the grading, filling, nature, kind, size, shape, height, materials, color and location of the same shall have been submitted to and approved in writing as to the harmony of the external design and location in relation to the surrounding structures and topography by the Developer. Any change in exterior appearance of any building, wall, fence or other structural improvements, and any change in appearance of the landscaping, shall be deemed an alternation requiring approval.

Provided, however, that it shall be in the Developer's sole discretion to transfer the right of approval to an ARB at such time as the Developer decides to make such transfer. Such ARB shall be comprised of not less than Five (5) representatives to be appointed by the Board of Directors of the Association; provided, further, that the Developer may transfer its rights of approval under this Declaration prior to its selling all of the Lots in the Subdivision if it so chooses. The transfer of control shall be mandatory on the part of the Developer if the Developer has bought any portion of the Additional Property under the terms of this Declaration. The Developer or the ARB shall require a minimum application fee of Five Hundred (\$500.00) Dollars with each request or submission of plans or specifications. The ARB shall have the power and authority to adjust the application fee at any time.

Provided that a plan meets the requirements of the ARB and in the event the ARB fails to approve or disapprove any request within thirty (45) days after complete written plans and specifications have been submitted to it, the same shall be deemed approved, and this article shall be deemed to have been fully complied with, provided, however, that no such failure to act shall be deemed an approval of any matters specifically prohibited by any other provisions of this Declaration. Refusal or approval of plans, specifications and plot plans or any of them may be based on any grounds, including purely aesthetic grounds, which in the sole and uncontrolled

discretion of the Developer or the ARB may deem sufficient. Neither Developer nor any member of the ARB shall be responsible or liable in any way for any defects in any plans or specifications approved by the ARB, nor for any structural defects in any work done according to such plans and specifications approved by the ARB. Further, neither Developer nor any member of the ARB shall be liable for damages to anyone submitting plans or specifications for approval under this Section, or to any Owner of property affected by this Declaration by reason of mistake in judgment, negligence, or non-feasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications. Every person who submits plans or specifications to the ARB or approval agrees, by submission of such plans and specifications, and every Owner of any Lot agrees, that he will not bring any action or suit against Developer, or any member of the ARB, to recover for any such damage. No approval of plans, location or specifications shall be construed as representing or implying that such plans, specifications or standard will, if followed, result in a properly designed residence. Such approvals and standards shall in no event be construed as representing or guaranteeing that any residence or improvement thereto will be built in a good workmanlike manner. Neither the Developer, the Association nor the ARB shall be responsible or liable for any defects in any plan or specification submitted, revised or approved under these covenants not for any defects in construction pursuant to such plans and specifications. The property owner shall have sole responsibility for compliance with approved plans and does hereby hold the ARB and the Developer harmless for any failure thereof caused by property owner's architect or builder.

#### Objectives of the ARB

Architectural and design review shall be directed towards attaining the following objectives for the Property.

- (1) Preventing excessive or unsightly grading, indiscriminate earth moving or clearing of property, removal of trees and vegetation which could cause disruption of natural water courses or scar natural land forms.
- (2) Ensuring that the location and configuration of structures are visually harmonious with the terrain, with the vegetation of the residential Lot and with surrounding residential Lots and structures, and does not unnecessarily block scenic views from existing structures or tend to dominate any general development or natural landscape.
- (3) Ensuring that the architectural design of structures and their materials and colors are visually harmonious with the Property's overall appearance, history and cultural heritage, with surrounding development, with natural land forms and native vegetation, and with development plans, officially approved by the Owner, or any governmental or public authority, if any, for the areas in which the structures are proposed to be located.
- (4) Ensuring the plans for landscaping provide visually pleasing settings for structures on the same Lot and on adjoining or nearby Lots and blend harmoniously with the



natural landscape.

(5) Ensuring that any development structure, building or landscaping complies with the provisions of these covenants.

(6) Promoting building design and construction techniques that respond to energy consumption and environmental quality considerations such as heat loss, air emissions and run-off water quality.

#### 15. TIMELY CONSTRUCTION PROGRESS

Once construction of improvements on a residence is started on any Lot, the improvements must be substantially completed within twelve (12) months from commencement of construction unless otherwise extended, in writing, by the ARB where such completion is impossible or would result in great hardship to the Owner or Builder due to strikes, national emergency or national calamity. This requirement does not preclude a builder or speculative homes from leaving interior details unfinished until sold. All landscaping shall be completed within thirty (30) days of the completion of the 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.

#### 16. OBSTRUCTION TO VIEW INTERSECTION AND DELIVERY RECEPTACLES

The lower branches of trees or other vegetation in sight line approaches to any street or street intersections shall not be permitted to obstruct the view of the same. No Owner may plant or allow to remain on the street right-of-way between the front street line and the Owner's Lot line, any vegetation which impedes normal view and progress in the street right-of-way and/or vegetation which in any way overhangs any portion of the street itself.

No receptacles or construction of any container for the receipt of mail, newspapers or similar delivered materials, shall be erected or permitted to remain between the front street line and the applicable front building line unless the same shall have been approved prior to construction by the ARB. It shall be required that all mailboxes, mailbox posts, etc, be of uniform shape, size, height, color and design, the details of which shall be furnished to each owner by the ARB. Mailboxes to be furnished by the Builder.

#### 17. USE OF OUTBUILDINGS AND SIMILAR STRUCTURES

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

the ARB, none of which may be used for overnight or residential use or purposes.

#### 18. SIGN CONTROLS

No sign of any character shall be erected on any Lot or displayed to the public on any Lot except as set forth in the ARB Guidelines. The Developer or its agent, is allowed to place normal professional "for sale" signs within the development on both Lots and homes during new construction phase.

#### 19. DRIVEWAYS AND ENTRANCE TO GARAGE

All driveways and entrances to garages shall be of a substance approved in writing by the ARB and of a uniform quality. A maximum of three (3) cars shall be parked upon the driveway, driveway permitting. There shall be no overnight parking on the street or lawns.

All residential driveways shall be approved by the POA and the City of Charleston and constructed pursuant to the following criteria:

a. Driveway culverts shall be reinforced concrete Tongue-and-Groove pipe (Class III, Wall B, Stamped "SCDOT Approved") installed in accordance with the City of Charleston Department of Public Services "Public Improvement Standards and Specifications Design Manual," latest Edition applicable.

b. All Driveway culverts shall be twelve (12) of fifteen (15) inch diameter as approved by the City Engineer; culvert length shall be eighteen (18) feet long exclusive of matching diameter precast reinforced Flared End Sections.

c. Driveway Culverts and Flared End Sections shall be constructed at grades and end Invert Alleviations to match the designed swale grade for the specific location of each driveway. The City of Charleston Public Service Department will provide each Lot Owner and/or designated agent access to applicable Roadway Construction Drawings retained on file by the City and shall approve the diameter, length, pipe grade, layout and end Invert Elevations before culvert placement.

d. Driveways shall be a minimum of ten (10) feet wide exclusive of connecting radii; driveways shall connect to the edge of existing roadway pavement at ninety (90) degrees plus/minus 10% with side radii having minimum radius of twelve (12) feet.

e. All driveway standards, design details, construction methods and materials shall be in accordance with applicable City of Charleston "Standards and Specifications."

#### 20. FENCES, WALLS AND SWIMMING POOLS

No Fence or patio whatsoever shall be erected or allowed to remain in the Subdivision except as approved by the Developer or the ARB in its sole discretion, except those erected by the Developer in Common Areas. Said fences and patio fences shall be allowed only after obtaining prior written approval of the Developer.

Swimming pools shall not be located nearer than ten (10) feet to any Lot line (and must be located in their entirety to the rear of the main dwelling) and shall not project with their coping more than two (2) feet above the established grade of the Lot. Boundary walls may be erected, and hedges grown, but not higher than three (3) feet from the street right of way to the rear building line. Fences, boundary walls and hedges shall not exceed six (6) feet in height from the rear building line to the rear property line. All fences must be approved, in writing, by the ARB as to materials, size, and location prior to construction. No approval shall be given for any type of chain-link or other metallic fencing, except that the ARB shall have the right to approve metallic "dog-runs" if located in the rear yard, not excessive in size and completely screened from view.

#### 21. ANTENNA

No exterior antenna of any kind shall be erected or permitted to remain upon any portion of the Subdivision, without the written consent of the ARB. There shall not be located on any Lot any type of free standing antenna. Satellite or other type dish antennas shall only be approved at a location approved by the ARB.

#### 22. MINING OR DRILLING PROHIBITION

No oil or natural gas drilling, refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, and non structure designed for the use of such activity shall be stored, erected, maintained or permitted in the Subdivision.

#### 23. AIR AND WATER POLLUTION

No use of any Lot (other than normal use of residential fireplaces and residential chimneys) shall be permitted which emits pollutants into the atmosphere, or discharges liquid or solid wastes or other harmful matter into any waterway in excess of environmental standards applicable thereto, which standards shall at a minimum meet requirements of Federal and State Law and any regulations thereunder applicable to the property. No waste or any substance or materials of any kind shall be discharged into lakes or marshes within Schieveling Plantation or adjacent thereto. No person shall dump any garbage, trash or other refuse into any of the waterways on or immediately adjacent to the property.

#### 24. DISPOSITION OF TRASH DEBRIS AND PROHIBITION AGAINST BURNING

Trash, garage or other waste shall be kept only in sanitary, covered containers. Such

closed, sanitary trash containers shall always be stored in such a manner that they cannot be seen from the street or adjacent property. All such closed trash shall regularly be delivered by Lot owners to street side on appropriate mornings for garbage and trash removal and said empty containers shall be retrieved from the street no later than 7:00 P.M. of each such day. No lumber, metal, bulk materials, refuse or trash shall be kept, stored or allowed to accumulate on any Lot, except building materials, during the course of construction. No burning of any trash, leaves, grass, wood or other debris or litter shall be permitted on any Lot during construction or at any time thereafter.

## 25. AESTHETICS, SCREENING AND UNDERGROUND UTILITIES SERVICE

All residential utility service and lines to residences and outbuildings shall be underground. All fuel tanks must be buried. Air conditioning units must be shielded from street view by planting not less in height at installation than the top of such unit. Exterior fuel tanks, i.e. oil or propane gas, are discouraged. In the event an owner shall desire same, such tanks must be positioned to the rear of main dwelling, appropriately and securely mounted and completely screened from view by an enclosure or plantings of greater height than said tank.

## 26. ANIMALS

No animals, livestock, poultry, birds or fowl shall be raised, bred or maintained on any Lot, with the exception that domestic dogs, cats, fish and birds inside bird cages may be kept at household pets within any structure upon a Lot, provided that they are not kept, bred or raised therein for commercial purposes or in unreasonable number, not to exceed two (2) per Lot. Each person bringing or keeping a pet upon any land described on the plat of Schieveling Plantation shall be absolutely liable to each and all other Owners, their family members, invitees, lessees, renters and contract purchasers, and their respective family members, guests or invitees for any damage to persons or property caused by such pet. All pets must be secured by a leash or lead at any time they are permitted off the owner's premises.

## 27. PROHIBITION OF AGAINST BUSINESS ACTIVITY AND "TIME SHARING" USE

No business activity, including but not limited to, Time Sharing, boarding houses, gift shop, antique shop, professional office or beauty/barber shop or any other commercial use of any kind or character shall be permitted upon any Lot. Nothing herein shall restrict the Developer from erecting, placing or maintaining signs, structures, and offices as it may deem necessary for its operation and sales or lease or management of Lots in the Subdivision. Nothing herein shall prevent the Developer from erecting and maintaining sales and marketing signs in Common Areas or on other property owned by the Developer.

## 28. MINOR AGRICULTURAL PURSUITS

Minor agricultural pursuits incidental to residential use shall be permitted provided such

pursuits do not include the raising of crops intended for marketing of sale to others. Additionally, no garden, for sole consumption, may exceed one hundred (100) square feet in size, and no garden or portion thereof shall be planted or allowed to remain in front of the rear corners of any house on any Lot.

29. CHANGING ELEVATIONS AND WELLS

No elevation changes shall be permitted which materially affects the surface grade of surrounding lots. No individual water supply system shall be permitted except for irrigation, swimming pools or other non-domestic use. No visible well, pump or pump house may be located in front of the rear corner or any residence.

30. MAINTENANCE REQUIRED BY OWNER

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

31. USE OF SAMPLE HOUSES

The Developer or other speculative builder, during such time as it shall continue to be the Owner of any Lot shown upon the plat of Schieveling Plantation, may use its Lot or Lots for the purpose of building thereon a sample house or sample houses, which may be exhibited to the public and to which the Developer or other speculative builder shall be entitled to invite the public to inspect the said sample house or houses. Such activities shall not be construed as a violation of the residential provisions of these covenants.

32. CLOTHESLINE

No clothesline or drying yards shall be located upon the premises. No clotheslines may be constructed or allowed to remain on any Lot.

33. TREE REMOVAL

No tree or bushes of any kind having a diameter of three inches or more (3") for oaks or magnolia and six (6") inches or more (measured from a point four [4] feet above the ground level) shall be removed from any Lot without the express written authorization of the ARB. The ARB shall further have the authority to require any Owner removing a tree in violation of this

clause to replace the same at his cost. The liability of such removal shall be imparted to the owner if removed by a contractor, employee or agent of the Owner.

34. PROHIBITION AGAINST OFFENSIVE CONDUCT OR NUISANCE

No noxious or offensive activity shall be carried on upon any Lot or other property, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood or other Owners. There shall not be maintained any plants or animals, or any device or thing of any sort whose normal activities or existence will in any way diminish or destroy the enjoyment of other property in the neighborhood by the Owners thereof. No nuisance shall be permitted or maintained upon any portion of the property.

35. PARKING RESTRICTION, USE OF GARAGES AND YARD SALES

No resident's motor vehicle shall be parked or left on any street overnight or on any property shown on the plat of Schieveling Plantation, other than a driveway. Garage doors shall remain shut at all times except when entering and exiting. No garage sale, patio sale or yard sale shall occur, be held or permitted to exist at any time on any Lot or any other property shown on the above described plat. One Saturday per month will be established by the Homeowner's Association for Garage Sales during specified times.

36. CERTAIN VEHICLES PROHIBITED FROM LOTS

No trailer, recreational vehicle, motor home, boat or boat trailer, school bus, commercial vehicle or truck may be parked, stored or allowed to remain on any street or street right-of-way. No vehicle as described above may be kept, parked or stored on any Lot in front of the rear corners of the residence, enclosed garages excepted. No such described vehicle may be kept, stored or allowed to remain overnight upon any of the common property of the Association. In the event an Owner shall have out of town guests visiting, however, a trailer, recreational vehicle, motor home or boat and boat trailer may be parked in a driveway in front of the rear corners of a residence for a period not to exceed three (3) consecutive days.

37. MOTORCYCLES, DIRT BIKES, ALL TERRAIN VEHICLES, MOPEDS AND BICYCLES

No all terrain vehicles, regardless of whether or not the same shall have three (3), four (4), six (6) or more wheels, or "dirt bikes" shall operate on any of the lots, common areas or streets within Schieveling Plantation. Mopeds, as defined by the State of South Carolina, bicycles and scooters shall be allowed. Gasoline powered go-carts and skateboards are prohibited. No motorcycle shall operate within the subdivision unless the same be fully street licensed including, but not limited to, muffler, brakes, lights, licence plates, insurance,

registration and/or other requirements of the State of South Carolina. Complaints by two (2) or more Lot owners as to engine noise of any motorcycles will also require a review and opinion from the Schieveling Plantation Homeowners Association, Inc. as to the ability of such motorcycle to further operate within the subdivision unless modified for appropriate noise reduction.

38. BASKETBALL GOALS, VOLLEYBALL NETS, ETC.

No basketball goals, volleyball nets, badminton nets, or similar additions may be permanently installed between the front street line and the front building line of any Lot. Basketball goals may be installed after the type and location have been approved in writing by the ARB.

39. NATURAL BUFFER ZONE

The Developer has established or will establish a natural buffer area running parallel to the main right-of-way running through the Subdivision. The natural buffer zone is hereby designated as Common Area and shall be maintained by the Association for the benefit of the Lot Owners. If the natural buffer zone is disturbed, any Lot Owner responsible will be required to pay all costs incurred by the Developer and the Association as a result of its attempt to restore the area to its natural state.

40. JUNKED, WRECKED, DISABLED OR INOPERABLE VEHICLES

No wrecked, partially wrecked, stripped, disabled or inoperable vehicle shall be kept, parked or stored upon the common property of the Association, or upon any street or street right-of-way, or upon any Lot, governed by these Restrictions.

41. FIREARM DISCHARGE PROHIBITED

No use of firearms, air guns, bows and arrows, traps, cross bows, spears, snares, "B-B" guns, pellet guns and any other firearm is forbidden. Hunting is strictly prohibited within Schieveling Plantation.

42. VIOLATION

If any person, firm or corporation shall violate or attempt to violate any provision of these covenants, it shall be lawful for any person, firm or corporation owning any of the Lots or having any undivided interest therein, to prosecute any proceeding at law or in equity against the person, firm or corporation violating or attempting to violate the same, either to prevent it or them from so doing or to recover damages or other dues for such violation. The party enforcing the covenants shall be entitled to recover attorneys fees, court costs and out of pocket expenses if he

prevails. In addition to the rights and remedies hereinabove enumerated, and not by way of limitation, if the Association Board determines that any provision of these covenants has been violated, the Association Board may seek appropriate relief at law or in equity to assure that the purposes of these covenants are fulfilled; the Association Board shall be entitled to attorney's fees if it prevails.

#### 43. COMPULSORY MEMBERSHIP IN ASSOCIATION

Every Lot owner is required to be and remain a member of the Schieveling Plantation Property Owners Association, Inc. Said Association shall be an eleemosynary corporation chartered with the Secretary of State of South Carolina, whose function shall be the collection of compulsory annual assessments, the same for each Lot, as a vehicle to assure that Schieveling Plantation Subdivision shall be maintained in an attractive, sightly condition and to provide for such other benefits as defined by the Bylaws of the Association. The annual assessment shall be paid annually or as otherwise decided by the Association. The Association shall be governed by its Directors and by virtue of Lot ownership, each owner shall be compelled to pay such annual assessments as are established and each Lot owner shall be entitled to one vote for each Lot owned. Unpaid assessments shall be and remain a lien on the land owned. The Bylaws of the Association shall be provided to each Lot owner upon request. The Association shall be governed by its Bylaws which may be changed from time to time. In the event of conflict between the Bylaws of the Association and these Covenants and Restrictions, these Covenants and Restrictions shall control.

#### 44. DOCUMENTS

All papers and instruments required to be filed with or submitted to the Developer, the Association or the ARB, shall be sent by certified mail to the address shown hereon, unless each such entity shall subsequently specify another address:

##### Developer:

Schieveling Plantation Development, L.L.C.  
c/o Gorden H. Timmons, Its Member  
431 Bulls Island Road  
Awendaw, S.C. 29429

##### Association

Schieveling Plantation Homeowner's Association, Inc.  
c/o Gorden H. Timmons  
431 Bulls Island Road  
Awendaw, S.C. 29429



ARB:

EX V351PG167

Gorden H. Timmons  
431 Bulls Island Road  
Awendaw, S.C. 29429

45. CONVEYANCE OF COMMON AREAS

The Developer does hereby covenant with the purchasers of Lots in Schieveling Plantation that any Amenity area, marshes, wetlands, buffer, drainage easements, retention ponds, rights-of-way, if any, not conveyed to the City of Charleston, and other common areas shall be conveyed to the Schieveling Plantation Homeowner's Association, Inc. for nominal consideration at such time as the Developer determines, in its sole discretion to make such transfer. Upon such transfer, the Developer assigns all its right to the Schieveling Plantation Homeowner's Association, Inc. and therefore, is not liable for the acts of the Schieveling Plantation Homeowner's Association, Inc.

46. DURATION AND AMENDMENT

Developer reserves the right to amend these Covenants until such time as Developer has conveyed not less than seventy-five (75%) percent of the property or three (3) years from the date herein, whichever Developer deems appropriate.

These Covenants shall bind all persons claiming any interest in the land and shall run with the land for period of thirty (30) years from the date of recording, after which time they shall automatically be extended for successive periods of ten (10) years unless an instrument signed by seventy-five (75%) percent of Owners (Multiple owners of a single Lot shall have one vote among them) of Lots has been recorded terminating or modifying this instrument.

Amendment shall be by written instrument, signed by seventy-five (75%) percent of the Owners (multiple owners of a single Lot shall have one vote among them and the Developer shall have one vote for each Lot it owns), provided, however, that the proposed Amendment shall first be approved by a majority of the Board of Directors of the Association. Upon proper execution, the instrument shall be filed in the RMC Office for Charleston County.

Notwithstanding anything contained herein to the contrary, the provisions of Section 8 of these Covenants with respect to docks, piers, wharfs constructed over any adjacent intertidal marsh may not be amended, repealed, modified or otherwise changed by the Developer or by vote or written instrument of the Owners without the prior written consent and approval of the Marsh Owners.

IN WITNESS WHEREOF, SCHIEVELING PLANTATION DEVELOPMENT, LLC has

caused these presents to be executed by its duly authorized Officers this 20 day of June, 2000.

DEVELOPER:

Schieveling Plantation Development, L.L.C.

By: Gorden H. Timmons  
Gorden H. Timmons  
Its: Member

[Signature]  
Witness

[Signature]  
Witness

STATE OF SOUTH CAROLINA )  
COUNTY OF CHARLESTON )

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of June, 2000 by Schieveling Plantation Development, LLC by Gorden H. Timmons, its Member.

[Signature]  
Notary Public  
State of South Carolina  
My Commission Expires: 02/05/2005