



Recording Date: 11/21/2012

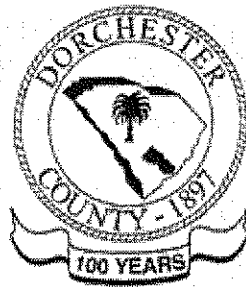
Instrument: 139

Book: 8559 Page: 323-330

FILED-RECORDED
RMC / ROD

2012 Nov 21 PM 2:02:10

DORCHESTER COUNTY
SC Deed Rec Fee: .00
Dor Co Deed Rec Fee: .00
Filing Fee: 13.00
Exemption #:
MARGARET L. BAILEY
Register of Deeds



**THIS PAGE IS HEREBY ATTACHED AND MADE PART OF
THE PERMANENT RECORD OF THIS DOCUMENT. IT IS
NOT TO BE DETACHED OR REMOVED AND MUST BE
CITED AS THE FIRST PAGE OF THE RECORDED
DOCUMENT. THE TOP OF THE PAGE IS TO BE USED FOR
RECORDING PURPOSES AND IS NOT TO BE USED FOR
ANY OTHER PURPOSE.**

**REGISTER OF DEEDS
DORCHESTER COUNTY SOUTH CAROLINA
MARGARET L. BAILEY, REGISTER
POST OFFICE BOX 38
ST. GEORGE, SC 29477
843-563-0181 or 843-832-0181**

13-

After recording, please return to:

G. Hamlin O'Kelley, III
Buist, Byars & Taylor, LLC
652 Coleman Boulevard, Suite 200
Mount Pleasant, South Carolina 29464

FILED/RECORDED
November 21, 2012
DORCHESTER COUNTY
REGISTER OF DEEDS

Cross Reference: Book 8341 at Page 212

STATE OF SOUTH CAROLINA)
DECLARATION OF COVENANTS AND)
RESTRICTIONS FOR WESCOTT COMMONS)
SUBDIVISION)
COUNTY OF DORCHESTER)

THIS DECLARATION (this "Declaration") is made this 20th day of November, 2012, by Red Pill Partners, LLC (hereinafter the "Declarant").

WITNESSETH:

WHEREAS, the Declarant is the owner of certain real property located in the City of North Charleston, County of Dorchester, State of South Carolina known as Wescott Commons Subdivision and more particularly described in **Exhibit "A"** attached hereto and incorporated herein by reference (the "Property"); and

WHEREAS, the Declarant, desires to subject the Property to the Declaration of Master Covenants, Conditions, and Restrictions for Wescott Plantation (and any amendments thereto) recorded in the Office of the Register of Deeds for Dorchester County in Book 2439 at Page 80 (the "Master Covenants") and so that each owner of the Property and any subsequent Lots created by virtue of any subdivision of the Property as demonstrated on that certain Plat of Richard A. Aldridge, SCPLS, of Parker Land Surveying, LLC, entitled "PLAT SHOWING THE RE-SUBDIVISION OF WESCOTT COMMONS SUBDIVISION AND THE ABANDONMENT OF PROEPRTY LINES ON LOTS 1 THU 26, PROPERTY OF RED PILL PARTNERS, LLC, LOCATED IN THE CITY OF NORTH CHARLESTON, DORCHESTER COUNTY, SOUTH CAROLINA," (the "Subdivision Plat") dated July 19, 2012, and recorded on August 6, 2012 in Plat Book L at Page 189 in the Office of the Register of Deeds for Dorchester County; and

WHEREAS, the Declarant desires to subject all of the Property and any of the Lots created by virtue of the Subdivision Plat to all of the restrictions, covenants, assessments, guidelines, and provisions of the Master Covenants which restrictions, covenants, assessments, guidelines and provision of the Master Covenants shall run with the land as more fully described in the Master Covenants; and

WHEREAS, the Declarant desires that all persons, entities, or corporations that take title to any of the Lots set forth in the Subdivision Plat shall become members of the Wescott Plantation Master Association; and

WHEREAS, Wescott Plantation, LLC, by and through its authorized Member, consents to the Property being made subject to the Master Covenants.

NOW THEREFORE, know all men by these presents that the Declarant Red Pill Partners, LLC, declares that the Property described in **Exhibit "A"** attached hereto, is and shall be held, transferred, sold, conveyed, given, mortgaged, donated, leased, occupied, and used subject, among others, to the covenants, conditions, and easements set forth in the Declaration of Master Covenants, Conditions, and Restrictions for Wescott Plantation (and any amendments thereto) recorded in the Office of the Register of Deeds for Dorchester County in Book 2439 at Page 80 (the "Master Covenants"), and any and all amendments thereto.

ARTICLE I

DEFINITIONS

The following words and terms, when used in this Declaration or any supplemental declaration, (unless the context shall clearly indicate otherwise), shall have meanings set forth below. Other definitions may appear throughout this instrument and the By-Laws attached hereto, and shall have the meanings more particularly set forth therein.

"Declaration" shall mean and refer to this Declaration and any supplements and amendments thereto recorded hereinafter in the Office of the Register of Deeds for Dorchester County.

"Declarant" shall mean and refer to Red Pill Investments, LLC, its successors and assigns.

"Master Covenants" shall mean the Declaration of Master Covenants, Conditions, and Restrictions for Wescott Plantation (and any amendments thereto) recorded in the Office of the Register of Deeds for Dorchester County in Book 2439 at Page 80 (the "Master Covenants")

ARTICLE II

THE PROPERTY

The Property. The real property which is and shall be held, transferred, sold, conveyed, leased, mortgaged, and occupied subject to this Declaration and the Master Covenants as is more particularly described on **Exhibit "A"** attached hereto and incorporated herein by reference. No additional properties may be subjected to the terms and provisions of this Declaration without a written amendment hereto and all persons who take title to the Lots as shown and described in the Subdivision Plat shall be members of the Wescott Plantation Master Association, Inc., as set forth in the Master Covenants.

ARTICLE III

COVENANTS, RESTRICTIONS, AND AFFIRMATIVE OBLIGATIONS APPLICABLE TO THE PROEPRTY

The Declarant subject the Property shall be and is subject to the Declaration of Master Covenants, Conditions, and Restrictions for Wescott Plantation (and any amendments thereto) recorded in the Office of the Register of Deeds for Dorchester County in Book 2439 at Page 80 (the "Master Covenants").

The Owners of the Lots as set forth on the Subdivision Plat shall be members of the Wescott Plantation Master Association, Inc., and shall be required to pay assessments as set forth in the Master Association.

The Owners of the Lots as set forth on the Subdivision Plat shall be responsible for all road maintenance within Wescott Commons as shown on the Subdivision Plat and shall be charged an assessment for the maintenance of the roads as determined by the Board of Directors of the Master Association.

The Owners of the Lots as set forth on the Subdivision Plat shall be responsible for all maintenance, landscaping, reserves, repair, and upkeep of the area that shall contain the mailboxes and mailbox kiosk for Wescott Commons the location of which shall be determined by the Declarant and the assessments for which shall be determined by the Board of Directors of the Master Association.

The Owners of the Lots shall be responsible for any maintenance, repair, and upkeep of their individual Lots.

The Owners of the Lots shall not be permitted to stow any boats, trailers, manufactures houses, campers, recreational vehicle, personal watercraft, rafts, or any similar recreational or transportational devices to be stored overnight on any of the Lots or streets of Wescott Commons.

This Declaration may only be amended by the Declarant so long as the Declarant owns any of the Lots as shown on the Subdivision Plat.

After the Declarant sells the last lot as shown the Subdivision Plat, this Declaration may only be amended by those processes, procedures, and votes for amending the Master Covenants so that all of the members of the Wescott Plantation Master Association, Inc., shall be entitled to vote on any proposed amendment to this Declaration as set forth in the Master Covenants.

ARTICLE IV

GENERAL PROVISIONS

Section 5.01 Duration. The covenants and restrictions of this Declaration shall run with and bind the Property, and shall inure to the benefit of and be enforceable by the Declarant, its r respective, heirs, personal representatives, successors, successors-in-title and assigns, for a period of twenty-five (25) years from the date of recordation of this Declaration in the Office of the Register of Deeds for Dorchester County. Upon the expiration of said twenty-five (25) year period, this Declaration shall be automatically renewed and extended for additional successive ten (10) year periods, unless otherwise agreed to in writing by the Declarant, or until the death of the last known descendant of Rose Fitzgerald Kennedy, mother of John Fitzgerald Kennedy, former President of the United States of America.

Section 5.02 Amendments. The Declarants may modify this Declaration as set forth in Article III of this Declaration by a written instrument.

Section 5.03. Enforcement and Waiver. The Declarant and the Wescott Plantation Master Association, Inc., either jointly or severally, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, covenants, conditions, easements, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Declarant or the Wescott Plantation Master Association, Inc., either individually or collectively to enforce in whole or in part any covenant or restriction herein contained, regardless of the number or kind of violations or breaches which may have occurred, shall in no event be deemed a waiver of the right to do so thereafter. This Declaration shall be governed by, construed, and is enforceable under the laws of the State of South Carolina.

Section 5.05. Severability. Should any covenant or restriction herein contained, or any Article, Section, subsection, sentence, clause, phrase, or term of this Declaration be declared or rendered void, invalid, illegal, or unenforceable, for any reason, by the adjudication of any court or other tribunal having jurisdiction over the parties hereto or the subject matter hereof, such judgment shall in no way affect the other provisions hereof which are hereby declared to be severable, and which shall remain in full force and effect.

Section 5.06. Assignment. The Declarant specifically bars the right to assign to any of the rights, duties, or obligations set forth herein to any one or more persons, firms, corporations, partnerships, or associations, any and all rights, powers, duties, easements and estates reserved or given to the Declarant in this Declaration to anyone other than the Wescott Plantation Master Association, Inc.

Section 5.07. Gender and Number. All pronouns used herein shall be deemed to include the masculine, the feminine and non-personal entities, as well as the singular and plural wherever the context requires or permits.

IN WITNESS WHEREOF, Red Pill Investments, LLC, has caused these presents to be executed and signed this 1 day of November, 2012

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

[Signature]
Witness #1

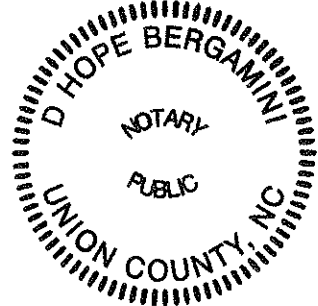
RED PILL INVESTMENTS, LLC
[Signature]
By: Mark W. Boyce
Its: Manager

[Signature]
Witness #2

STATE OF ^{NORTH} SOUTH CAROLINA)
COUNTY OF Union)

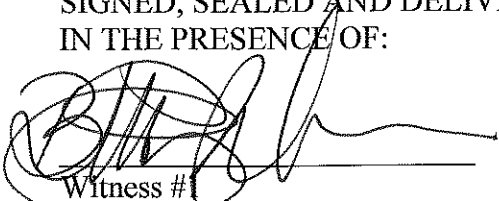
The foregoing instrument was acknowledged before me by Red Pill Investments, LLC, this 1 day of November, 2012.

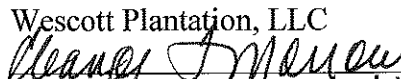
[Signature] (SEAL)
Notary Public for ^{North} South Carolina
My commission expires: 3/26/2016

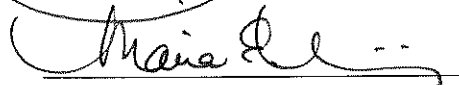


WE SO CONSENT:

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

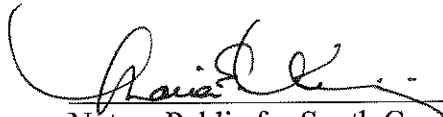

Witness #1

Wescott Plantation, LLC

By: ELEANOR F MORROW
Its: President


Witness #2

STATE OF SOUTH CAROLINA)
)
COUNTY OF Charleston)

The foregoing instrument was acknowledged before me by Wescott Plantation, LLC, by Eleanor F. Morrow its President this 20th day of November, 2012.

 (SEAL)
Notary Public for South Carolina
My commission expires: 2/7/15

MARIA E. KIEHLING
Notary Public, South Carolina
My Commission Expires
February 07, 2015

EXHIBIT "A"

Legal Description of the Property

ALL that certain piece or parcel of land, situate and lying, and being in the City of North Charleston, County of Dorchester, State of South Carolina containing Three and 433/100 acres of land identified as Tract "A-12C" on a plat prepared by Trico Engineering Consultants, Inc. entitled "SUBDIVISION PLAT SHOWING PHASE 9, A 14.521 ACRE TRACT OF LAND, (LEATHERLEAF) OF THE WOODLANDS AT WESCOTT, PROPERTY OF CENTEX HOMES, A NEVADA GENERAL PARTNERSHIP, AND THE NEW 60' ROAD RIGHT OF WAY THROUGH TRACT "A-12", PROPERTY OF BAKBAR II, LLC, LOCATED IN WESCOTT PLANTATION IN THE CITY OF NORTH CHARLESTON, DORECHESTER COUNTY, SOUTH CAROLINA" said plat dated January 31, 2005 and recorded March 22, 2005 in the ROD Office for Dorchester County in Plat Cabinet K, Slide 142.

This being the same property conveyed to Red Pill Investments, LLC, by deed of JSP Realty, LLC, dated June 13, 2012, and recorded June 18, 2012, in the Office of the Register of Deeds for Dorchester County in Book 8341 at Page 213

TMS No. 162-00-00-057