

**DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS**

FOR

THE HOMES OF HIDDEN OAKS

PREPARED BY:

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FOR

THE HOMES OF HIDDEN OAKS

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS is made this 15th day of July, 1992, by KNEB WORTH OF SEABROOK, INC., a South Carolina corporation, (hereinafter referred to as "Declarant");

ARTICLE I
IMPOSITION OF COVENANTS AND
STATEMENT OF PURPOSE

Section 1.01 Imposition of Covenants. Declarant hereby makes, declares and establishes the following covenants, conditions, restrictions and easements (collectively referred to as the "Covenants") which shall affect all of the Property (as hereinafter defined). From this day forward, the Property shall be held, sold and conveyed subject to the Covenants. The Covenants shall run with the land and shall be binding upon all persons or entities having any right, title or interest in all or any part of the Property, including Declarant, and their heirs, successors and assigns, and their tenants, employees, guests and invitees, and the Covenants shall inure to the benefit of each owner of the Property.

Section 1.02 Statement of Purpose. These Covenants are imposed for the benefit of all owners of the parcels of land located within the Property. These Covenants create specific rights, privileges and obligations which may be shared and enjoyed by all owners and occupants of any part of the Property. No provisions contained in the Declaration should be construed to create any obligation on the part of Declarant to develop any property other than that described in Exhibit A attached hereto and incorporated herein by reference or to expand this Declaration to subject any other property to the Covenants.

Section 1.03. Declarant's Intent. Declarant desires to ensure the attractiveness of the individual lots and parcels and facilities developed within the Property; to prevent any future impairment of the Property; and to preserve, protect and enhance the values and amenities of the Property. Declarant desires to provide a flexible and reasonable procedure for the overall development of the Property, and to establish a method for the administration, maintenance, preservation, use and enjoyment of the Property as is now or hereafter subjected to the Covenants.

ARTICLE II
DEFINITIONS

The following terms as used in this Declaration, are defined as follows:

Section 2.01 "ARB" shall mean and refer to the architectural review board formed pursuant to Article V of this Declaration to maintain the quality and architectural harmony of Improvements in The Homes of Hidden Oaks.

Section 2.02 "Association" shall mean and refer to the non-profit membership corporation, organized by Declarant in accordance with Article III of this Declaration, which shall be assigned all or a portion of Declarant's rights and be charged with all or a portion of Declarant's duties and obligations set forth in this Declaration or in any Supplemental Covenants or any amendments or modifications thereto.

Section 2.03 "Common Area" shall mean and refer to roadways and other real property, if any, which have been dedicated by Declarant for the common use and enjoyment of all Owners. Such interests may include, without limitation, estates in fee, for terms of years or easements.

Section 2.04 "Common Services" shall mean and refer to those services which the Declarant and/or its designee decides to provide to all Owners of Lots in The Homes of Hidden Oaks for the benefit and convenience of such Owners.

Section 2.05 "Declarant" shall mean and refer to Knebworth of Seabrook, Inc., a South Carolina corporation, and its successors and assigns.

Section 2.06 "Declaration" shall mean and refer to this Declaration as the same may be modified, amended, supplemented and extended from time to time as provided herein.

Section 2.07 "Hidden Oaks Documents" shall mean and refer to the basic documents creating and governing The Homes of Hidden Oaks, including but not limited to this Declaration, any Supplemental Covenants, any procedures, rules, regulations or policies adopted in accordance with this Declaration by Declarant, the Association, the ARB, and any amendments or modifications to the aforementioned documents or regulations.

Section 2.08 "The Homes of Hidden Oaks" shall mean and refer to the subdivision created by Declarant consisting of the Lots and the Common Area located on the Property.

Section 2.09 "Improvement(s)" shall mean and refer to all structures, parking areas, loading areas, fences, walls, ramps, fill, hedges, plantings, poles, driveways, ponds, lakes, signs,

changes in any exterior color or shape, excavation and all other site conditions including without limitation grading, road construction, utility improvements, removal of trees or plantings, and any new exterior construction or exterior improvement which may not be included in the foregoing, including without limitation, the erection of exterior window coverings, awnings, shutters or other window treatments which can be seen from the outside of the dwelling. "Improvement(s)" does not include turf, shrub or tree repair or replacement of a magnitude which does not change exterior colors or exterior appearance. "Improvement(s)" does include both original improvements and all later changes and improvements.

Section 2.10 "Lot" shall mean and refer to a parcel of land designated as a lot on any Plat of the Property.

Section 2.11 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot, including the Declarant and the heirs, successors, assigns and personal representatives of each of said parties; provided, however that the term "Owner" shall not mean or refer to any person or entity who holds such interest merely as security for the performance of a debt or other obligation, including a mortgage, unless and until such person or entity has acquired fee simple title pursuant to or in lieu of foreclosure or other proceeding.

Section 2.12 "Plat" shall mean and refer to any plat (or as-built survey) depicting the Property filed in the RMC Office for Charleston County, South Carolina, as such plat may be amended from time to time.

Section 2.13 "Property" shall mean and refer to the property initially subject to this Declaration as described in Exhibit A hereto as well as any additional real property from time to time made subject to these Covenants pursuant to the provisions of this Declaration.

Section 2.14 "Supplemental Covenants" shall mean and refer to additional or further restrictive covenants imposed on a portion or portions of the Property from time to time.

ARTICLE III THE ASSOCIATION

Section 3.01 Creation of the Association. Declarant reserves the right to organize the Association at any time and to assign to the Association all or a portion of the rights and duties of Declarant provided herein or in any Supplemental Covenants or in any amendment or modification thereto, which rights and duties shall thereafter be exercised by the Association for the material benefit of all Owners.

Section 3.02 Membership. Each Owner, by virtue of accepting a deed to any Lot and for as long as he is an Owner, shall be deemed to have accepted and agreed (i) to the formation of the Association, (ii) to become a member of the Association when formed, and (iii) to execute any and all documents reasonably requested by Declarant from time to time to expressly evidence the foregoing. Membership shall be appurtenant to and may not be separated from ownership of any Lot. In addition to membership in the Association, each Owner shall also be a member of the Seabrook Island Property Owners Association.

Section 3.03 Rights and Obligations. The Association may exercise any right or privilege given to it expressly by Declarant, ~~and every other right or privilege reasonably to be implied from the existence of any right or privilege given to the Association by Declarant or reasonably necessary to effectuate any such right or privilege.~~ The Association shall perform all of the duties and obligations imposed on it expressly by Declarant, together with every other duty or obligation reasonably necessary to satisfy any such duty or obligation or reasonably to be implied from the express provisions of the documents creating the Association.

Section 3.04 Common Services. The Declarant and/or its designee (including without limitation the Association) may provide the following Common Services to each Owner and to each Lot:

(a) periodic landscape maintenance services, including without limitation cutting, pruning and maintaining the grass, shrubbery and trees located on each Lot at such times as the Declarant and/or its designee deems advisable in its sole discretion;

(b) periodic re-painting, cleaning and maintenance of the exterior of Improvements on each Lot at such times as the Declarant and/or its designee deems advisable in its sole discretion; and

(c) periodic roof repair or replacement on the Improvements on each Lot at such times as the Declarant and/or its designee deems advisable in its sole discretion.

Section 3.05 Maintenance Assessments. Each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, agrees to all of the terms and provisions of these Covenants, and to pay to the Declarant and/or its designee (including without limitation the Association): (i) a management fee; (ii) working capital; (iii) maintenance assessments; and (iv) special assessments established and collected hereunder. The assessments, together with such interest thereon and costs of collection therefor, shall be a charge and continuing lien on the Lots against which each such assessment is made. Each such assessment shall also be the personal obligation of the person(s) or entity who was the Owner of such Lot at the time when the assessment was levied. The Declarant and/or its designee (including without limitation the Association), in its sole discretion, may levy special assessments against individual Owners,

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if it determines that certain Lots have required greater Common Services on a regular basis or because of unique circumstances. In the case of co-ownership of a Lot, all such co-owners shall be jointly and severally liable for the entire amount of the assessments. This lien for assessments shall be subordinate to the lien of any bonafide mortgage given by the Owner of the Lot.

Upon the adoption of the annual association budget by the Declarant or Board of Directors of the Association, any excess of interim assessments over total, actual operating expenses shall be deposited by the Declarant to the account of the Association.

At the time title is conveyed to an Owner, each Owner shall contribute the sum of Two Hundred Fifty Dollars (\$250.00) to the working capital reserve established by the Declarant. Such funds shall be used solely for the initial operating and capital expenses of the Association and/or for maintenance expenses. Likewise, at the time title is conveyed to an Owner, each Owner shall be responsible for the payment of sums to Seabrook Island Property Owners Association's working capital reserve fund.

The Declarant or Board of Directors of the Association shall have the right and power to fix the assessments for each of the Lots. Commencing six (6) months from the date of the first conveyance of a Lot by the Declarant to an Owner, and on the same day of each year thereafter, unless another date is selected by the Declarant or Board of Directors of the Association, each Owner shall pay to the Declarant and/or the Association, in advance, all assessments and maintenance charges against his Lot. The assessments shall be delinquent when not paid within thirty (30) days after being levied. Nothing herein shall prohibit the imposition of a monthly, quarterly or semi-annual assessment in the place of the annual assessments herein contemplated, if so desired by the Declarant and/or the Association.

The regular assessments may be increased, adjusted or reduced from year to year by the Declarant or the Association, as the cost of Common Services, in its judgment, may require, and each Lot shall be subject to the same assessment. Special assessments may be levied at any time by the Declarant and/or the Association.

Section 3.06 Protective Covenants. The Lots shall be subject to the following Protective Covenants which obligate Owners to pay assessments to Seabrook Island Property Owners Association:

(a) Covenants, restrictions, reservations, charges and assessments of Seabrook Island contained in the Protective Covenants recorded in Book M-105, at Page 194, amended by instrument recorded in Book Y-110, at Page 145, and as further amended by instrument recorded in Book B-145, at Page 246, and as further amended by instrument recorded in Book E-164, at Page 340 and as further amended by instrument recorded in Book L-164, at Page 467; and By-Laws recorded in Book S-109, at Page 2, as amended by instrument recorded in Book H-127, at Page 163; and Covenants, restrictions, reservations, charges and assessments as contained in

Protective Covenants recorded in Book H-136, at Page 291; and as the same have been further amended or shall be further amended by instruments recorded in the RMC Office for Charleston County, South Carolina. If any of the provisions of the Hidden Oaks Documents conflicts with the above referenced Protective Covenants, the more restrictive provision shall apply.

ARTICLE IV
EASEMENTS

Section 4.01 Recorded Easements. The Property and all portions thereof shall be subject to easements shown on any recorded Plat of the Property or any portion thereof and to any other easements of record as of the date of recordation of this Declaration.

Section 4.02 Easements for Encroachments. The Property and all portions thereof shall be subject to an easement of up to three (3') feet from the Lot lines or Common Area boundaries for the actual extent of encroachments of Improvements constructed by Declarant or any Owner with the approval of Declarant or the ARB and for settling, shifting and movement of any portion of said Improvements, except that no such easement is created for an encroachment which is the result of willful conduct on the part of Declarant, an Owner or any other person or entity. A valid easement for any encroachments and for their maintenance shall exist.

Section 4.03 Utility Easements. There is hereby created a general easement upon, across, over, in and under the Property for ingress and egress and for installation, replacement, repair and maintenance of all utilities, including but not limited to water, sewer, gas, telephone, electricity and cable television. By virtue of this easement it shall be expressly permissible and proper for the companies providing all such services to install and maintain necessary equipment on the Property and to affix and maintain pipes, lines, tanks, wires, conduits, circuits and other components under the Property. No water, sewer, gas, telephone, electricity, cable television or communications lines, systems or facilities may be installed or relocated on the surface of the Property unless approved by Declarant. Any utility company using this general easement shall use its best efforts to install and maintain the utilities provided for without disturbing the uses of the Owners and Declarant; shall perform its installation and maintenance activities as promptly and expeditiously as reasonably possible; and shall restore the surface to its original condition as soon as possible after completion of its work. Should any utility company furnishing a service covered by this general easement request a specific easement by separate recordable document, Declarant reserves and shall have, and is hereby given, the right and authority to grant such easement upon, across, over or under any part or all of the Property without conflicting with the terms of

this Declaration. This general easement shall in no way affect, avoid, extinguish or modify any other recorded easement on the Property.

Section 4.04 Reservation of Easements, Exceptions and Exclusions. Declarant reserves to itself the right to establish and grant from time to time, by declaration or otherwise, utility and other easements, permits or licenses and to create other reservations, exceptions and exclusions for the best interest of all of the Owners and Declarant in order to serve all of the Owners and as may be necessary for the use and operation of any other property of Declarant, as long as such action does not unreasonably interfere with the enjoyment of the Property by the Owners.

Section 4.05 Emergency Easement. A general easement is hereby granted to all police, sheriff, fire protection, ambulance and other similar emergency agencies or persons to enter upon the Property in the proper performance of their duties.

Section 4.06 Maintenance Easement. An easement is hereby reserved to Declarant upon, across, over, in and under the Lots and a right to make such use of the Lots as may be necessary or appropriate to make emergency repairs or to perform the duties and functions which Declarant may be obligated or permitted to perform, including the right to enter upon any Lot for the purpose of performing maintenance to the landscaping or the exterior of Improvements on such Lot, including without limitation the performance of the Common Services as provided herein or in any Supplemental Covenants or in any amendments or modifications thereto.

Section 4.07 Drainage Easement. An easement is hereby reserved to Declarant to enter upon, across, over, in and under any portion of the Property for the purposes of changing, correcting or otherwise modifying the grade or drainage channels on the Property so as to improve the drainage of water. Best efforts shall be made to use this easement so as not to disturb the uses of the Owners and Declarant, as applicable, and to the extent possible, to execute such drainage work promptly and expeditiously, and to restore any areas affected by such work to a slightly and usable condition as soon as reasonably possible following such work.

Section 4.08 Easement Creation and Application. All conveyances of Lots made after the date of recordation of this Declaration, whether by Declarant or otherwise, shall be construed to grant and reserve the easements contained in this Article IV, even though no specific reference to such easements or to this Article IV appears in the instrument for such conveyance. Anything to the contrary contained herein notwithstanding, Declarant shall not exercise the rights granted in Sections 4.02 through 4.07 hereof in any manner which would unreasonably interfere with the location, construction or maintenance of any dwelling unit located or to be located on any Lot so long as the Owner has complied with all provisions of this Declaration and Declarant reserves the right to grant the rights in Sections 4.02 through 4.07 to third parties.

ARTICLE V
Architectural Control

Section 5.01 Purpose. In order to promote the development of The Homes of Hidden Oaks as a first class residential subdivision, to assure that all houses and other structures are of appropriate size and are of harmonious design properly located in relationship to those neighboring structures and adopted to the terrain of each Lot, and generally to maintain the value of the investment made by Declarant and the Owners in any part of the Property, Declarant hereby reserves full architectural control over the development and maintenance of the Property. Notwithstanding the foregoing, Seabrook Island Architectural Review Board shall also exercise architectural control over the development and each Owner shall be responsible to obtain all necessary approvals which it shall require.

Section 5.02 Architectural Review Board. Declarant hereby reserves the right to organize the ARB at any time, which ARB shall have such size, such members and be vested with such authority as Declarant, in its sole discretion, may deem to be necessary and appropriate to exercise any or all of Declarant's rights pursuant to this Article V in the establishment and administration of architectural guidelines.

Section 5.03 Scope of Review. Declarant or the ARB, as appropriate, shall review, study and either approve or reject proposed Improvements on the Property, all in compliance with this Declaration, any Supplemental Covenants or any amendments or modifications thereto and in accordance with any further guidelines which may be adopted and established from time to time by the ARB. Each of Declarant and the ARB, as appropriate, shall exercise its judgment to see that all Improvements conform and harmonize with any existing structures as to external design, quality and type of construction, materials, color, location on the Lot, height, grade and finished ground elevation, and all aesthetic and use considerations set forth in this Declaration or in any guidelines of the ARB. In addition to the rights of Declarant and the ARB provided herein, Declarant or the ARB, as appropriate, shall have the right at any time to adopt an architectural review program pursuant to which plans relating to all proposed Improvements on the Property shall be submitted for review by an independent architectural review consultant engaged by Declarant or the ARB for this purpose. In the event such a program is adopted, for each review conducted by the architectural review consultant, a review fee to be established from time to time by Declarant or the ARB shall be paid by the Owner to Declarant or the ARB at the time of submission of the plans for review. Such fee shall be subject to adjustment from time to time by Declarant or the ARB based upon any increases in the charges of the architectural review consultant.

Section 5.04 Review Procedure. No Improvements shall be placed, erected or altered on any Lot, nor shall any construction be commenced, until the complete plans and specifications of such Improvements showing the design, location and front, rear and side elevations of such Improvement shall have been submitted to and approved by Declarant or the ARB, as appropriate; provided, however, that Improvements and alterations which are completely within any structure may be undertaken without such approval. Such approval shall be within the sole discretion of Declarant or the ARB, as appropriate, and shall be given or denied in writing within thirty (30) days of the submission to Declarant or the ARB, as appropriate, of the required information for consideration. In the event that either Declarant or the ARB, as appropriate, shall fail to approve or deny approval of any Improvements and alterations within thirty (30) days of the proper submission to it of all of the required information, approval shall be conclusively deemed to have been granted; provided, however, that the Improvements or alterations shall not violate any of the covenants contained herein, in any Supplemental Covenant or in any amendment or modification thereto. Notwithstanding the foregoing, each Owner must also receive architectural approval from Seabrook Island Architectural Review Board prior to commencement of any construction or alteration.

Section 5.05 Alternative Compliance. Each of Declarant and the ARB, in its sole discretion, may excuse compliance with such architectural requirements as are not necessary or appropriate in specific situations and may permit compliance with different or alternative requirements. Compliance with the design review process provided herein or in any guidelines of the ARB is not a substitute for compliance with the building, zoning and subdivision regulations of the Town of Seabrook Island and/or Charleston County, South Carolina or the review process of the Architectural Review Board of Seabrook Island Property Owners Association and each Owner is responsible for obtaining all approvals, licenses and permits as may be required prior to commencing construction. Approval by Declarant or the ARB does not necessarily assure approval by the appropriate governmental board, commission or other review board of the Town of Seabrook, and/or Charleston County, South Carolina or Seabrook Island Property Owners Association.

ARTICLE VI GENERAL COVENANTS AND RESTRICTIONS

The Property shall be used only for residential, recreational and related purposes as may more particularly be set forth in this Declaration, Supplemental Covenants or amendments or modifications thereto. Declarant shall have standing and the power to enforce use restrictions contained in these and any Supplemental Covenants or in any amendments or modifications thereto.

Declarant shall have authority to make and to enforce standards and restrictions governing the use of Lots and the Common Areas, in addition to those contained herein. All regulations and use restrictions shall be binding upon all Owners and their respective occupants, guests and visitors.

Section 6.01 Permitted Structures. No structure shall be erected or placed on any Lot within the Property other than one permanent single-family dwelling which shall include a detached or attached garage of similar design to the primary dwelling and of sufficient size to accommodate automobiles. No dwelling structure containing less than two thousand (2000) square feet of finished heated and cooled floor space shall be erected on any Lot.

Section 6.02 Dwelling Use. No use shall be made of any Lot or of any Improvement on any Lot, other than for private residential purposes of a single family; provided, however, that Declarant reserves to itself and its assignees the right to use any Improvements as an administrative office, information center or real estate sales office.

Section 6.03 Parking and Garages. Owners shall park only in their garages or in the driveways serving their lots and then subject to such reasonable rules and regulations as Declarant may adopt. All commercial vehicles (i.e., those having lettering or logos), tractors, mobile homes, trailers (either with or without wheels), campers, camper trailers, boats and other watercraft, and boat trailers must be parked entirely within a garage with the garage doors closed unless otherwise permitted by Declarant. No garage may be altered in such a manner that the number of automobiles which may reasonably be parked therein after the alteration is less than the number of automobiles that could have reasonably been parked in the garage as originally constructed which in no event shall be less than two. Any such vehicle or recreational equipment parked in violation of these or other regulations contained herein or in the rules and regulations now or hereafter adopted by the Association may be towed by Declarant at the sole expense of the owner of such vehicle or recreational equipment if it remains in violation for a period of twenty-four (24) hours. Declarant shall not be liable to the owner of such vehicle or recreational equipment for trespass, conversion or otherwise, nor guilty of any criminal act by reason of such towing and neither its removal or failure of the owner to receive any notice of said violation shall be grounds for relief of any kind.

Section 6.04 Vehicle Maintenance and Repair. No maintenance or repairs shall be performed on any vehicles upon any portion of the Property, unless performed in a garage with the garage doors closed, except in an emergency situation. Notwithstanding the foregoing, all repairs of disabled vehicles within the Property must be completed within twenty-four (24) hours from its immobilization or the vehicle must be removed. Declarant shall be allowed to maintain and store its maintenance vehicles on specific areas of the Property as necessary for the operation and maintenance of The Homes of Hidden Oaks.

Section 6.05 Signs. No sign, ornament or other advertising device of any nature shall be erected, maintained or placed upon any part of any Lot by the Owner, a realtor, a contractor or subcontractor without the written permission of the Declarant or except as may be required by legal proceedings. If such permission is granted, the Declarant reserves the right to restrict size, color and content of such signs.

Section 6.06 Mining. No boring, mining, quarrying, exploring for or removing oil or other hydrocarbons, minerals, or gases shall be conducted upon the Property.

~~Section 6.07 Maintenance of Hedges and Plants. Each Owner shall be responsible for and shall maintain all landscaping, grass, driveways, parking areas, structures and grounds located on such Owner's Lot in good condition and repair and in a neat and attractive manner. Unimproved Lots shall be maintained in their natural state unless otherwise approved by Declarant or the ARB. Declarant shall have the right to enter upon any part of a Lot in order to cut, trim, prune or replace, at the expense of the Owner, any grassed area, hedge or other planting which in the opinion of Declarant or the ARB, by reason of its location upon the Lot or the height to which it is permitted to grow, is unreasonably detrimental to the adjoining property or obscures the view of street traffic or is unattractive in appearance; provided, however, that the Owner shall be given at least fifteen (15) days' prior written notice of such action.~~

Section 6.08 Occupants Bound. All provisions of this Declaration and of any rules and regulations or use restrictions promulgated pursuant hereto which provide for sanctions against Owners shall also apply to all occupants of any Lot.

Section 6.09 Animals and Pets. No animal, livestock or poultry of any kind may be raised, bred, kept or permitted on any Lot, with the exception of dogs, cats or other usual and common household pets, but not more than a total of two (2); provided, however, those pets which in the sole discretion of Declarant, endanger the health, make objectionable noise or constitute a nuisance or inconvenience to the Owners of other Lots or the owner of any property located adjacent to the Property may be removed by Declarant. No pets shall be kept, bred or maintained for any commercial purpose in residential Lots. Dogs and cats which are household pets shall, at all times whenever they are outside of a dwelling and not within a securely fenced area on any Lot, be under the control of and confined on a leash held by a responsible person. Dogs and cats shall be walked only in those areas designated by Declarant.

Section 6.10 Nuisance. It shall be the responsibility of each Owner to prevent the development of any unclean, unhealthy, unsightly or unkempt condition on his or her Lot. No Lot shall be used, in whole or in part, for the storage of any property or thing that will cause such Lot to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any

substance, thing or material be kept upon any Lot that will emit foul or obnoxious odors or might disturb the peace, quiet, safety, comfort or serenity of the occupants of surrounding property. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to any person using any property adjacent to the Lot. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of the Property. If an Owner allows the development of any such unsatisfactory condition(s) described in this Section 6.10, the unsatisfactory condition shall be corrected by the Owner at his or her expense upon written request of the Declarant or its designee. If the Owner then fails to correct such condition within ten (10) days after written notice has been given by Declarant or its designee, the Declarant or its designee shall have the right, but not the obligation, to correct the unsatisfactory condition, and the expense of such correction shall be billed to and borne by the Owner.

Section 6.11 Unsightly or Unkempt Conditions. The pursuit of hobbies or other activities, including specifically without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices which might tend to cause disorderly, unsightly or unkempt conditions, shall not be pursued or undertaken on any part of the Property.

Section 6.12 Antennas. No exterior television or radio antennas or satellite dishes of any kind shall be placed, allowed or maintained upon any portion of the Property, including any Lot, without the prior written consent of Declarant or its designee. Declarant may erect an aerial or other apparatus for a master antenna or cable system, should any such master system or systems be utilized by Declarant and require any such exterior apparatus.

Section 6.13 Clothes Lines, Garbage Cans, Tanks, Etc. All clothes lines, garbage cans, above-ground tanks and other similar items shall be located or screened so as to be concealed from view of neighboring Lots, streets and property located adjacent to the Lot. All rubbish, trash and garbage shall be regularly removed from the Lot and shall not be allowed to accumulate thereon.

Section 6.14 Partition or Combination of Lots. No part of a Lot may be partitioned or separated from any other part thereof and no Lots may be combined, except as provided in this Section. No Lot may not be subdivided; however, two (2) or more Lots may be combined into one, with the written consent of Declarant and compliance with all applicable state, county and municipal zoning and subdivision regulations. Declarant's consent shall be conditioned upon payment by the Owner or Owners concerned of all expenses incident to giving the consent, including legal and accounting fees. Every agreement and recorded instrument for the combination of Lots shall make adequate provisions for the adjustment of any voting rights which may exist with respect to the Association. Whether combined or unchanged, each Lot shall be conveyed, transferred, gifted, devised, bequeathed, encumbered or otherwise disposed of, as the case may be, with all appurtenant rights and interests created by law or this Declaration, including any membership in the Association.

Section 6.15 No Partition of Common Area. The Common Area shall be owned by Declarant unless and until conveyed by Declarant to the Association, and no Owner shall bring any action for partition or division of the Common Area. By acceptance of a deed or other instrument of conveyance or assignment, each Owner shall be deemed to have specifically waived such Owner's right to institute or maintain a partition action or any other action designed to cause a division of the Common Area, and this Section may be pleaded as a bar to any such action. Any Owner who shall institute or maintain any such action shall be liable to Declarant, and hereby agrees to reimburse Declarant for its costs, expenses and reasonable attorneys' fees in defending any such action.

Section 6.16 Guns. The use of firearms within the Property is prohibited. The term "firearms" includes "B-B" guns, pellet guns and other firearms of all types, regardless of size.

Section 6.17 Pools. No above-ground pools shall be erected, constructed or installed on any Lot.

Section 6.18 Irrigation. No sprinkler or irrigation systems of any type, including without limitation those which draw upon water from creeks, streams, rivers, lakes, ponds, canals or other waterways within or adjacent to the Property, shall be installed, constructed or operated within the Property, unless approved by Declarant and, if applicable, governmental agencies and private entities having jurisdiction over such waterways.

Section 6.19 Tents, Trailers and Temporary Structures. Owners or occupants shall not place upon a Lot or any part of the Property any tent or trailer or any structure of a temporary nature, such as a shack or utility shed; provided, however, that a camper, motor house or other recreation vehicle may be parked in an enclosed garage where such recreational vehicle is not visible from the street or adjoining houses.

Section 6.20 Drainage. No Owner shall do or permit any work, construct any Improvements, place any landscaping or suffer the existence of any condition whatsoever which shall alter or interfere with the drainage pattern of the Property, except to the extent such alteration and drainage pattern is approved by Declarant or the ARB, and except for rights reserved to Declarant to alter or change the drainage patterns.

Section 6.21 Obstructions. There shall be no obstruction of any pedestrian walkways which may be constructed at the direction of Declarant within the Property or interference with the free use of such walkways except as may be reasonably required in connection with repairs.

Section 6.22 House Numbers and Mail Boxes. No mailboxes may be erected or maintained on any Lot except mailboxes approved and provided by the Declarant to each Owner. The actual cost of providing, erecting and maintaining a mailbox, including Declarant approved numbering and lettering, shall be paid by each Owner.

Section 6.23 Fencing. No fencing shall be placed on any Lot between any dwelling and the roadway and/or golf course abutting the Lot. Fences may be placed on other portions of the Lot only with the approval of Declarant or the ARB.

Section 6.24 Continuity of Construction. All Improvements commenced on the Property shall be prosecuted diligently to completion and shall be completed within twelve (12) months of commencement, unless an exception is granted in writing by Declarant or the ARB. If construction of any Improvements is commenced and then abandoned for more than sixty (60) days, or if construction is not completed within the required 12-month period, then after thirty (30) days notice to the Owner, Declarant, at its option, shall be entitled to recover liquidated damages of One Hundred Dollars (\$100.00) per day from the Owner of the Lot until construction is resumed, or the Improvements are completed, as applicable, unless the Owner can prove to the satisfaction of Declarant that such abandonment is for circumstances beyond the Owner's control. Landscaping complying with a plan approved by Declarant or the ARB shall be completed within thirty (30) days after the completion of an Improvement on a Lot.

Section 6.25 Use. Anything to the contrary contained herein notwithstanding, it shall be expressly permissible and proper for Declarant and its employees, agents, and any other parties authorized by Declarant involved in the construction of Improvements on, or the providing of utility service to, the Property or other real property owned by Declarant, to perform such activities and to maintain upon portions of the Property as Declarant deems necessary or appropriate, any facilities as may be reasonably required, convenient, necessary or incidental to such construction and development of the Property. This permission specifically includes without limiting the generality of the foregoing maintaining business offices, storage areas, construction yards and equipment, signs and sales offices.

Section 6.26 Leasing. The Owner of a Lot shall have the right to lease such Lot, subject to the following conditions:

(a) All leases shall be in writing.

(b) The lease shall be specifically subject to these Covenants, Supplemental Covenants and any amendments or modifications thereto as fully as if the tenant were an Owner and any failure of tenant to comply therewith shall be a default under the lease.

(c) The Owner shall be liable for any violation of these ~~Covenants, Supplemental Covenants and any amendments or~~ modifications thereto committed by the Owner's tenant, without prejudice to the Owner's right to collect any sums paid by the Owner on behalf of the tenant; Owner shall remain responsible for the payment of all assessments.

Section 6.27 Timeshare Prohibition. There shall be no timesharing or interval ownership of a Lot. Timeshare or interval ownership shall mean and refer to the definitions of such ownership under the South Carolina Vacation Time Sharing Plan Act and any amendments thereto.

Section 6.28 Well Limitation; Water Supply. No individual water system or well of any type shall be maintained, drilled or permitted on any Lot. The central water supply system operated by the utility company designated by Declarant and having a franchise for providing water to the Property, its successors or assigns shall be used as the sole source of water for all purposes on each Lot (including but not limited to water for all water spigots and outlets located within and without all buildings, air-conditioning and heating, irrigation purposes, swimming pools or other exterior uses), and unless otherwise agreed with Declarant, each Owner, at his expense, shall connect his water lines to the water distribution main provided to serve the Owner's Lot and shall pay the connection (if any) and water meter charges established by such utility company or any utility company designated by Declarant to succeed such utility company. After such connection, each Owner shall pay when due the periodic charges or rates for the furnishing of water made by the supplier thereof. In addition, in the event the water supply system serving the Property is taken over by any regional water supplier, each Owner shall pay such additional connection charges (if any) imposed by such regional water supplier to tie the water supply system serving the Property to the regional supply system.

Section 6.29 Sewage Disposal. Each Owner of a Lot, at his expense, shall provide and install on his Lot a sewage system holding tank and connect such holding tank to both the sewage disposal line running to the primary dwelling on that Owner's Lot and the sewage disposal line provided to serve that Owner's Lot so as to comply with the requirements of the utility company designated by Declarant and having a franchise for providing sewage disposal from the Property, or its successors or assigns. Each

Owner acknowledges and agrees that once installed, any sewage system holding tank and sewage disposal line connecting such holding tank to the central sewer system shall be deemed the property of the utility company designated by Declarant and having a franchise for providing sewage disposal from the Property, or its successors or assigns; and that said utility company shall have the right of access to all portions of the sewage disposal system located on the Lot in accordance with the easements reserved in Article IV hereof for the periodic maintenance of the sewage disposal system. Each Owner also agrees to execute any and all documents reasonably requested by Declarant or such utility company from time to time to expressly evidence the transfer of ownership and control of such sewer facilities to such utility company. Each Owner shall also pay the connection charges, if any, required to tie into the central sewer system. In addition, in the event the central sewer system is taken over by a regional treatment provider, each Owner shall pay such additional connection charges (if any) imposed by such regional treatment provider to the central sewer system with the regional treatment system. After connection of such sewer facilities to the central sewer system, each Owner shall pay when due the periodic charges or rates for the furnishing of such sewage collection and disposal service. No septic tank or other private sewage disposal unit shall be installed or maintained on the land covered by this Declaration. For purposes of this Section, "septic tank" shall not refer to the individual sewage system holding tank or other holding tank which is a part of the central sewer system.

Section 6.30 No Overhead Wires. All telephone, electric and other utility lines and connections between the main utility lines and the residence or other building located on each Lot shall be concealed and located underground. Each Lot Owner requiring an original or additional electric service shall be responsible to complete at his expense the secondary electric service, conduits, wires, conductors and other electric facilities from the point of the applicable transformer to the Owner's Lot improvements, and all of the same shall be underground and remain the property of the Owner of each such Lot.

ARTICLE VII Enforcement of Covenants

Section 7.01 Violations Deemed a Nuisance. Every violation of these Covenants or any other of the Hidden Oaks Documents is deemed to be a nuisance and is subject to all the remedies provided for the abatement of the violation. In addition, all public and private remedies allowed at law or in equity against anyone in violation of these Covenants shall be available.

Section 7.02 Compliance. Each Owner or other occupant of any part of the Property shall comply with the provisions of the Hidden Oaks Documents as the same may be amended from time to time.

Section 7.03 Failure to Comply. Failure to comply with the Hidden Oaks Documents shall be grounds for an action to recover damages or for injunctive relief to cause any such violation to be remedied, or both. Reasonable notice and an opportunity for a hearing shall be given to the delinquent party prior to commencing any legal proceedings.

Section 7.04 Who May Enforce. Any action to enforce the Hidden Oaks Documents may be brought by Declarant or the Association on behalf of the Owners. If, within sixty (60) days following the receipt by one of the foregoing entities of a written request from an aggrieved Owner, such entity does not commence an ~~action to enforce the Hidden Oaks Documents, then the aggrieved~~ Owner may bring such action. Each Owner acknowledges that no provision of this Declaration shall be deemed to create any obligation on the part of Declarant to enforce any of these Covenants on behalf of the Owners.

Section 7.05 Remedies. In addition to the remedies set forth above in this Article VII, any violation of the Hidden Oaks Documents shall give Declarant, on behalf of the Owners, the right to enter upon the offending premises or take appropriate peaceful action to abate, remove, modify or replace, at the expense of the offending Owner, any structure, thing or condition that may exist thereon contrary to the interest and meaning of the Hidden Oaks Documents. If the offense occurs on any easement, walkway, Common Area or the like, the cure shall be at the expense of the Owner or other person responsible for the offending condition.

Section 7.06 Non-Exclusive Remedies. All the remedies set forth herein are cumulative and not exclusive.

Section 7.07 No Waiver. The failure of Declarant, the ARB or any aggrieved Owner to enforce the Hidden Oaks Documents shall not be deemed a waiver of the right to do so for any subsequent violations or of the right to enforce any other part of the Hidden Oaks Documents at any future time.

Section 7.08 No Liability. Declarant, the ARB or any Owner shall not be liable to any other Owner for the failure to enforce any of the Hidden Oaks Documents.

Section 7.09 Recovery of Costs. If legal assistance is obtained to enforce any of the provisions of the Hidden Oaks Documents, or in any legal proceeding (whether or not suit is brought) for damages or for the enforcement of the Hidden Oaks Documents, the prevailing party shall be entitled to recover all costs incurred by it in such action, including reasonable attorneys' fees as may be incurred, or if suit is brought, as may be determined by the court.

Section 7.10 Excused Compliance. Anything to the contrary contained herein notwithstanding, the Declarant may excuse compliance in whole or in part with any of the conditions, covenants, restrictions and reservations provided herein, in any

Supplemental Covenants or in any amendment or supplement hereto, and may permit compliance with different or alternative requirements, if Declarant determines in the exercise of its good faith judgment that such action is warranted to promote orderly development and utilization of the Property for the benefit of all Owners.

ARTICLE VIII
Duration of These Covenants and Amendments

~~Section 8.01 Term.~~ This Declaration shall run with and bind the Property, and shall be binding upon and inure to the benefit of Declarant and all Owners, their respective legal representatives, heirs, successors and assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time this Declaration shall be automatically extended for successive periods of ten (10) years, unless an instrument in writing, signed by a majority of the then Owners, has been recorded within the year preceding the beginning of each successive period of ten (10) years, agreeing to change covenants and restrictions, in whole or in part, or to terminate the same.

Section 8.02 Amendment.

(a) Declarant may amend this Declaration so long as it owns twenty (20) percent or more of the Lots; thereafter and otherwise except as enumerated in 8.02 (b) below, this Declaration may be amended only by the affirmative vote or written consent of Owners owning seventy-five (75%) percent of the Lots. No amendment may remove, revoke or modify any right or privilege of Declarant as specifically provided for in this Declaration or Amendments hereto without the written consent of Declarant or the assignee of such right or privilege. Any amendment must be recorded in the R.M.C. Office for Charleston County, South Carolina.

(b) Declarant shall have the right at any time within five (5) years from the date hereof to amend this Declaration to correct scrivener's errors and to clarify any ambiguities determined to exist herein, or to change or add provisions to this Declaration for any purpose in Declarant's sole discretion including without limitation for the purpose of meeting the requirements of governmental or quasi-governmental agencies, including but not limited to the Federal National Mortgage Association, the Federal Housing Administration and the Veterans Administration. Such amendment needs to be executed and acknowledged by Declarant only, and need not be approved by the Owners, lienors and mortgagees of Lots, whether or not elsewhere required for amendments, provided, however, that no amendment shall affect the subordination provisions of this Declaration, if any, without the prior approval of any mortgagee enjoying such protection.

Section 8.03 Effective on Recording. Any modification or amendment shall be immediately effective upon recording in the

R.M.C. Office for Charleston County, South Carolina a copy of such amendment or modification, executed and acknowledged by the necessary number of Owners (and by Declarant, as required), together with a duly authenticated Certificate of the Secretary of Declarant or the Association, as appropriate, stating that the required number of consents of Owners were obtained and are on file in the Office of the Declarant or Association.

ARTICLE IX
Principles of Interpretation

Section 9.01 Severability. This Declaration, to the extent possible, shall be construed or reformed so as to give validity to all of its provisions. Any provision of this Declaration found to be prohibited by law or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating any other part hereof.

Section 9.02 Construction. In interpreting words in this Declaration, unless the context shall otherwise provide or require, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders. The words "herein," "hereunder" and similar terms shall mean this Declaration as a whole.

Section 9.03 Headings. The headings are included for purposes of convenient reference, and they shall not affect the meaning or interpretation of this Declaration.

Section 9.04 Indemnity for Damages. Each and every Owner and future Owner, in accepting a deed or contract for any Lot subject to these restrictions, agrees to indemnify Declarant for any damage caused by such Owner, or the contractor, agent or employees of such Owner, to roads, streets, gutters, walkways or other aspects of public ways, including all surfacing thereon, or to water, drainage or storm sewer lines, or sanitary sewer lines, or other utilities such as telephone, cable television, electricity or gas lines.

Section 9.05 Assignment. Declarant may assign all or any part of its rights and reservations hereunder to any successor who takes title to all or part of the Property in a bulk purchase for the purpose of development and sale. Such successor shall be identified, the particular rights being assigned shall be specified, and, to the extent required, concomitant obligations shall be expressly assumed by such successor, all in written instrument duly recorded in the R.M.C. Office for Charleston County, South Carolina.

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

) SUPPLEMENT TO
) DECLARATION OF COVENANTS,
) CONDITIONS AND RESTRICTIONS
) FOR
) THE HOMES OF HIDDEN OAKS

THIS SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE HOMES OF HIDDEN OAKS ("**Supplemental Declaration**"), effective the 4th day of August, 1993, by ~~Hidden Oaks Development Corp.~~, a South Carolina corporation (hereinafter "**Declarant**"), and Hidden Oaks Development Corp. II, a South Carolina corporation, (hereinafter "**HODC-II**")

W I T N E S S E T H:

WHEREAS, Knebworth of Seabrook, Inc. ("**Knebworth**") has caused to be recorded in the R.M.C. Office for Charleston County a Declaration of Covenants, Conditions and Restrictions for The Homes of Hidden Oaks (hereinafter referred to as the "**Declaration**") for certain lots off of Hidden Oak Drive in the Town of Seabrook Island, dated July 15, 1992 in Book E-216, at Page 454; and

WHEREAS, Knebworth assigned all of its rights as "Declarant" under the Declaration to Hidden Oaks Development Corp. pursuant to an Assignment of Rights dated May 27, 1993, and recorded June 23, 1993 in Book P-228, at Page 357 in the R.M.C. Office for Charleston County; and

WHEREAS, the Declaration provide under Section 8.02 that the Declaration may be amended by the Declarant; and

WHEREAS, the Declarant wishes to subject the real property listed on Exhibit 1 to the above-referenced Declaration; and

WHEREAS, HODC-II, as owner of the real property described on Exhibit 1 attached hereto also desires to subject said property to the plan and operation of the Declaration.

NOW, KNOW ALL MEN BY THESE PRESENTS THAT the Declarant and HODC-II do hereby declare as follows:

1. Section 8.04 is hereby added to the Declaration as follows:

Section 8.04 Additions to Property. Other property may become subject to this Declaration in the following manner:

21010974

EXHIBIT A
TO THE
DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR THE HOMES OF HIDDEN OAKS SUBDIVISION

ALL those certain lots, pieces or parcels of land, situate, lying and being in the Town of Seabrook Island, County of Charleston, State of South Carolina, known and designated as LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14; PARCEL A; RIGHT-OF-WAY A; and RIGHT-OF-WAY B; more particularly shown on that certain plat prepared by Southeastern Surveying, Inc. entitled "A Conditional Plat of Lots 1 Thru 14, Hidden Oaks Subdivision, Owned by Cooper River Federal Savings Association, Located in the Town of Seabrook Island, Charleston County, South Carolina" dated June 3, 1992, revised June 14, 1992,* recorded July 17, 1992 in Plat Book CH, at Page 189 in the R.M.C. Office for Charleston County, South Carolina.

SAID lots, parcel and rights-of-way having such size, shape, buttings, boundings and measuring and containing more or less as will be seen by reference to said plat.

Portion of TMS #147-09-00-300

BEING the same property conveyed to Knebworth of Seabrook, Inc. by deed of Cooper River Federal Savings Association f/k/a Cooper River Federal Savings Bank, dated July 15, 1992, to be recorded contemporaneously herewith in the R.M.C. Office for Charleston County.

Declarant's Address: 1002-A Landfall Way
Seabrook Island, South Carolina 29455

* and revised July 15, 1992

IN WITNESS WHEREOF, Declarant has executed this Declaration as of the day and year first above written.

DECLARANT:

KNEBORTH OF SEABROOK, INC., a South Carolina corporation

By: Harold W. Noland

Harold W. Noland

Its: President

By: Francis W. Altman, Jr.

Francis W. Altman, Jr.

Its: Vice President

WITNESSES:

Eric J. Plowden
M. J. My Virginia

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

)
)
)

PROBATE

BEFORE ME personally appeared the undersigned witness, who states on oath that he saw the within named KNEBORTH OF SEABROOK, INC. by Harold W. Noland, its President, and Francis W. Altman, Jr., its Vice President, as its act and deed, sign, seal and deliver the within and foregoing Declaration of Covenants, Conditions, Restrictions and Easements for The Homes of Hidden Oaks, and s/he with the other witness witnessed the execution thereof.



SWORN to before me this 15th
day of July, 1992.



(L.S.)

Notary Public for South Carolina

My Commission Expires: 10/16/96

REC'D. PAYMENT 5-20, 1996

PER CLERK J.P.

RMC OFFICE

STATE OF SOUTH CAROLINA CHARLESTON COUNTY,) SC

COUNTY OF CHARLESTON)

SUPPLEMENT TO
DECLARATION OF COVENANTS
CONDITIONS AND RESTRICTIONS
FOR
THE HOMES OF HIDDEN OAKS

THIS SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE HOMES OF HIDDEN OAKS ("**Supplemental Declaration**"), effective the 20 day of May, 1995, by Hidden Oaks Development Corp., a South Carolina corporation (hereinafter "**Declarant**")

WITNESSETH:

WHEREAS, Knebworth of Seabrook, Inc. ("**Knebworth**") has caused to be recorded in the R.M.C. Office for Charleston County a Declaration of Covenants, Conditions and Restrictions for The Homes of Hidden Oaks (hereinafter referred to as the "**Declaration**") for certain lots off Hidden Oak Drive in the Town of Seabrook Island, dated July 15, 1992 in Book E-216 at Page 454; and

WHEREAS, Knebworth assigned all of its rights as "**Declarant**" under the Declaration to Hidden Oaks Development Corp. pursuant to an assignment of rights dated May 27, 1993, and recorded June 23, 1993 in Book P-228 at page 357 in the R.M.C. Office for Charleston County; and

WHEREAS, Hidden Oaks Development Corp. and Hidden Oaks Development Corp. II has caused to be recorded in the R.M.C. Office for Charleston County a Supplement to Declaration of Covenants and Restrictions for The Homes of Hidden Oaks, dated August 4, 1993 and recorded 8/5/93 in Book P-~~228~~₂₃₀ at page 715; and

WHEREAS, the Declaration provides under Section 8.02 that the Declaration may be amended by the Declarant; and

WHEREAS, the Declarant wishes to include in Declaration control of future construction with respect to setback lines.

NOW, KNOW ALL MEN BY THESE PRESENTS THAT the Declarant does hereby declare as follows:

- 1. Section 5.04 is to be replaced with the following:

Section 5.04 Review Procedure. No improvements shall be placed, erected or altered on any Lot, nor shall any construction be commenced, until the complete plans and specifications of such Improvements showing the design, location of front, rear and side elevations of such Improvement shall have been submitted to and approved by the Declarant or the ARB as appropriate; provided however, that Improvements and alterations which are within any structure may be undertaken without such approval. Such approval shall be within the sole discretion of

Declarant or the ARB, as appropriate, and shall be given or denied in writing within thirty (30) days of the submission to Declarant or the ARB, as appropriate, of the required information for consideration. In the event that either that Declarant or the ARB, as appropriate shall fail to approve or deny any Improvements or alterations, within thirty (30) days of the proper submission to it of all of the required information, approval shall be conclusively deemed to have been granted; provided, however, that the Improvements or alterations shall not violate any of the covenants contained herein, in any Supplemental Covenant or in any amendment or modification thereto. Notwithstanding the forgoing, each Owner must also receive architectural approval from the Seabrook Island Architectural Review Board, prior to commencement of any construction of alteration. In addition to the review and approval required by the Declarant or the ARB, as appropriate, Improvements or alterations which extend toward the rear property line beyond the Improvements on the adjacent Lots, must be reviewed and approved by the adjacent lot owners concurrently with the review made by the Declarant or the ARB, as appropriate. Should disapproval by the adjacent Lot owners of the Improvements or alterations which extend toward the rear property line beyond the Improvements on the adjacent Lots cause a hardship, then the Declarant or the ARB, as appropriate, may approve the Improvements or alterations.

2. Section 6.31 is hereby added to the Declaration as follows:

Section 6.31 Setbacks. Setbacks from property lines are controlled by the Zoning Ordinances of the Town of Seabrook. Setbacks shown on the plats recorded by the Declarant are for the covered structures only. Uncovered structures such as decks, steps, air conditioner stands, etc. may be placed in the setback a maximum of ten (10) feet from the platted setback line. The Hidden Oaks ARB may grant variances from these setbacks as long as the Town of Seabrook minimums are met.

THIS supplement to the Declaration shall be binding upon the undersigned and their respective heirs, successors and assigns.

IN WITNESS WHEREOF, the Declarant has caused this instrument to be executed the day and year first above written.

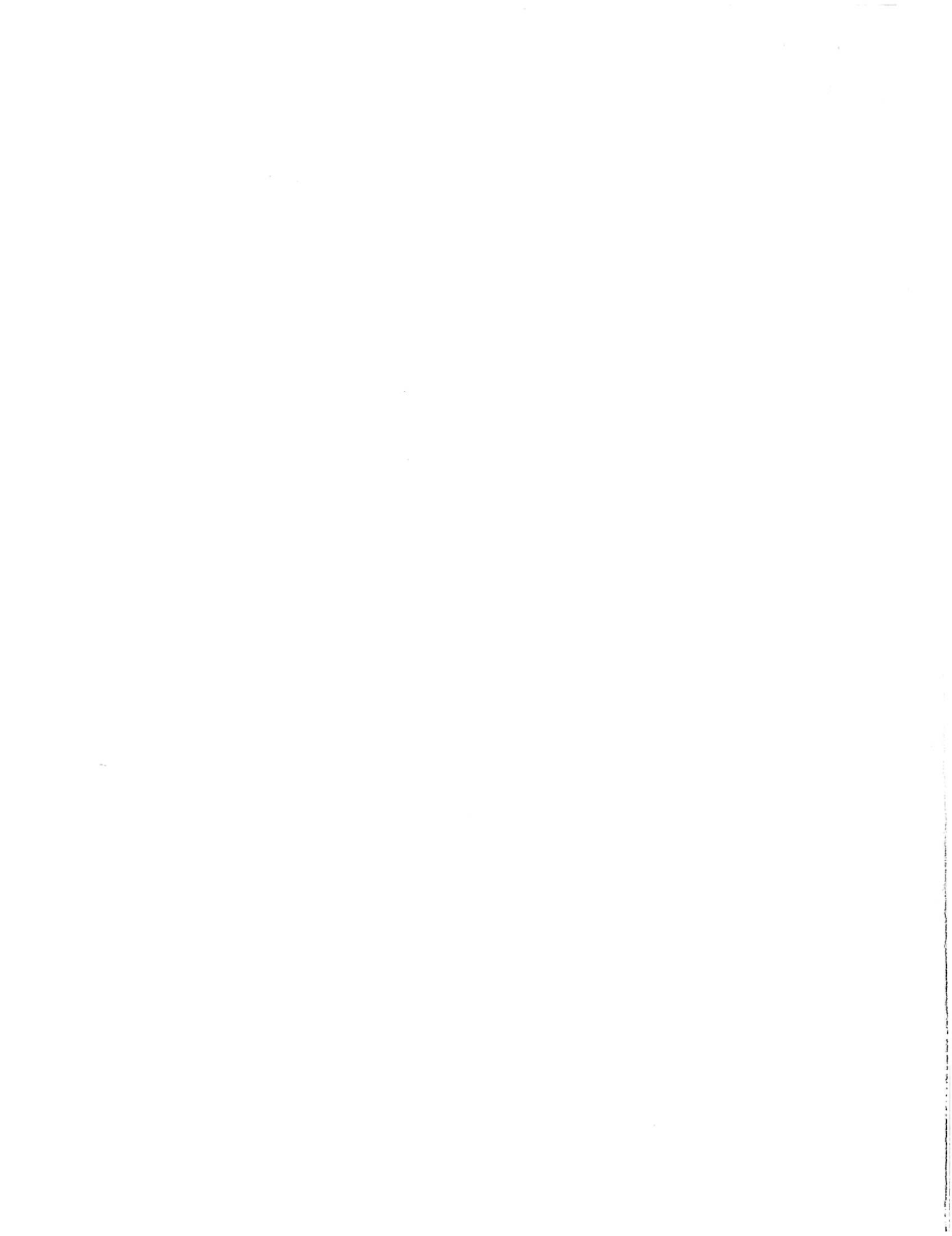
WITNESSES:

HIDDEN OAKS DEVELOPMENT CORP.

Robin L. Stephens

by: Harold W. Noland
Harold W. Noland, President

Barbara L. Morgan



STATE OF SOUTH CAROLINA

)

COUNTY OF CHARLESTON

)

)

PROBATE

PERSONALLY appeared before me the undersigned witness who made oath that (s)he saw the within HIDDEN OAKS DEVELOPMENT CORP., by Harold W. Noland, its President, sign, seal, and as its act and deed, deliver the within written instrument and that (s)he with the other witness witnessed the execution thereof.

Robin L. Stephens

SWORN TO before me this 20th
day of ~~November, 1994~~ May, 1996

Barbara J. Morgan (SEAL)
Notary Public for the State of South Carolina
My Commission Expires: 3-23-2002

