



**FOURTH AMENDMENT TO
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR HIDDEN RIVER ON THE ASHLEY**

**CROSS REFERENCE: Book S 567, Page 038, First Amendment Book T 571, Page 551, and
Second Amendment Book 0179, Page 886, Third Amendment Book ~~0523~~, Page 421**

This Fourth Amendment to the Declaration of Covenants and Restrictions for Hidden River on the Ashley is recorded in the Charleston County RMC in Office Book S 567, Page 038 (the "Original Declaration"), and as amended as listed above (collectively, the Original Declaration and the amendment thereto, the "Declaration") is made by and between HQ Park, LLC (the "Owner") and Hidden River on the Ashley Homeowners Association, Inc. ("Association") as of this 18th day of December, 2015.

RECITALS:

WHEREAS, in the Original Declaration, the Park at the Ashely, LLC, as the Declarant (the "Declarant") reserved the right to amend the Declaration to make additional property subject to the terms of the Declaration;

WHEREAS, the Declarant has assigned the right to make additional property subject to the terms of the Declaration to the Association and the Association has accepted the right by an assignment dated September 1, 2015 and recorded on September 10, 2015 in Book 0503, Page 457 in the Charleston County RMC Office (the "Assignment of Rights");

WHEREAS, the Owner is the owner of certain real property as described on **Exhibit A** attached hereto (the "Residual Property"), which adjoins the portions of the real property that is currently subject to the terms of the Declaration;

WHEREAS, the Association and the Owner have agreed that it is in the best interest of the Hidden River development for the Association with the consent of the Owner, subject to the terms and conditions stated herein, to subject the Residual Property to the terms of the Declaration; and

WHEREAS, the Owner intends to develop the Residual Property for single family detached and single family attached purposes in a manner which is consistent with the overall development of the Hidden River on the Ashley and the Association wishes to facilitate such development by the terms of this Amendment.

NOW THEREFORE, the Owner and Association hereby agree as follows:

1. The foregoing recitals are incorporated herein by reference. Defined terms used herein will have the meaning given to them in the Declaration unless otherwise defined herein.
2. Subject to terms of this Amendment and pursuant to the right to subject additional property to the terms of the Declaration as stated in the Assignment of Rights, the Association hereby amends the Declaration to cause the Residual Property to be part of the Hidden River Subdivision and subject to the terms of the Declaration.

Weeks & Irvine, LLC
8086 Rivers Avenue
2nd Floor
North Charleston, SC 29406

15-18725-HH Hunter Quinn
2867 *12/15*

3. The Residual Property (or any portion hereof) is granted all access and easement rights to utilize all roads, streets, and Common Areas in Hidden River on the Ashley in a manner consistent with the members of the Association and the owners of other property subject to the terms of the Declaration. The owner of the Residual Property (or any portion hereof) will have voting rights consistent with the voting rights of the members of the Association and the owners of other property subject to the terms of the Declaration.

4. Enforcement Rights. The Association agrees that the Owner shall be solely responsible for ensuring that the Residual Property is maintained in an orderly and neat manner consistent with the terms of the Declaration (and subject also to the acknowledgment that Owner will be conducting constructing activities on the Residual Property) until the sooner occurring of the following ("Owner Enforcement Period"): (a) Owner (including its successors and assigns) has received certificates of occupancy and conveyed title to a third party purchaser of 95% for all of the homesites to be constructed within the Residual Property; or (b) relinquishment by Owner of its enforcement rights by a written instrument recorded in Charleston County RMC Office with respect to the Residual Property or a portion thereof (e.g. Owner may relinquish its enforcement rights provided herein with respect to a particular homesite or an identified group of homesites at any time). **In addition, the Owner Enforcement Period will expire automatically with respect to the portion of the Residual Property depicted on a recorded subdivision plat ten (10) years following the recordation date of the subdivision plat depicting the applicable portion of the Residual Property.** In particular, during the Owner Enforcement Period, the Owner will have the sole enforcement rights and privileges with respect to the Residual Property with respect to Article IX of the Declaration. Notwithstanding any provision in the Declaration to the contrary, the Owner shall be entitled to use a homesite within the Residual Property for a sales model during the Owner Enforcement Period. Upon the conclusion of the Owner Enforcement Period with respect to the Residual Property (or relinquished portion thereof), then the Association will be solely responsible for the enforcement of the terms of the Declaration. Nothing contained herein will limit or inhibit the ability of the Association to collect assessments from the homesites located within the Residual Property, including delinquent assessments, consistent with both the terms stated below and also in a manner consistent with terms of the Declaration.

During the Owner Enforcement Period, Owner will be excluded from the signage policy contained in the Declaration, applicable to the properties subject to the Declaration, or otherwise subject to enforcement action by the Association with respect to the Residual Property. Owner will be entitled to install signage at the intersection of Park Gate Drive and Dorchester Road and also within the Residual Property and in no other locations. Owner will be permitted to identify homesites within the Residual Property as "for sale", "contract pending", "sold" or other matters regarding the sale or ownership status of a homesite during the Owner Enforcement Period.

5. Architectural Control. The Association and Owner have agreed that the Owner will provide to the Association the floor plans for the various home types to be constructed by the Owner within the Residual Property and the Association will have the right to review and provide reasonable comments to each of the homes types. Owner has agreed to pay to The Park Recreational Development, Inc. (the "Park Association") a review fee. The parties agree that the review and approval by the Park Association of the building plans and the payment by the Owner of a review fee to the Park Association satisfies in full any responsibilities, obligations or duties of the Owner and the Association as stated in Article IX of the Declaration with respect to architectural control and

review of the Residual Property by the Association or its designee. It follows that Owner is responsible for the payment of review fee only to the Park Association and that Park Association has sole responsibility and authority regarding the review of the homes constructed on the Residual Property. Owner will install sod on a minimum of 50% of the permeable surface located within a homesite in the Residual Property.

6. Road Reserve Assessment. Upon the closing on the sale of a completed homesite within the Residual Property, then the Owner will deliver to the Association a road reserve contribution of \$125 per residential dwelling unit. Notwithstanding the preceding, the Owner has agreed to deliver to the Association a payment of \$6,250 (50 units x \$125/unit) within five (5) business days following the recordation of this Amendment as an advance payment to the Association's road reserve account on behalf of the initial 50 units sold in the Residual Property. Accordingly, neither the Owner nor the purchaser will have any obligation to deliver a contribution to the road reserve account to the Association until the sale of the 51st homesite within the Residual Property.

7. Assessments. The Owner (and its successors or assigns) will not be responsible for the payment of any assessments or other fees to the Association with respect to its ownership of the Residual Property or any subdivided lots located therein, including the payment of a fee per undeveloped lot. Upon the closing on the sale of a completed residential dwelling unit within the Residual Property, then the purchaser of such completed residential dwelling unit will be responsible for the payment of the initial assessments, transfer fee and general monthly assessments to the Association in a manner consistent with other members of the Association beginning on the closing date for the purchase of the completed residential dwelling unit.

8. Roads and Improvements constructed within the Residual Property. Roads constructed within the Residual Property (including the extension of Park Gate Drive, Montview Road, and Promfret Street and any other existing roads therein) will be built in compliance with the standards of the City of North Charleston for public roads. Owner will endeavor to construct sidewalks in manner consistent with the sidewalks previously constructed on Park Gate Drive subject to the City of North Charleston standards. Owner will be entitled to construct along the portion of Park Gate Drive and Montview Road extending into the Residual Property a signage monument for the Residual Property. To the extent commercially available and available at a reasonable cost, Owner will cause the street lights installed within the Residual Property to be similar to the street lights that were installed on Park Gate Drive by South Carolina Electric & Gas Company.

Owner will install signs along Promfret Street, Vermont Road, Ruskin Road, and Weld Street in a design and in locations approved by the Association (in its reasonable discretion) stating that truck traffic is prohibited. The parties agree that such signs will be of no impact upon the development by the Residual Tract containing 13.37 acres as described included in the Residual Property described on Exhibit A in which the only means of access is from Promfret Street. In addition, Owner will be entitled to install a signage monument along Promfret Street upon the development of the Residual Tract containing 13.37 acres.

Upon the completion of the construction of the roads within the Residual Property (or portions thereof), the Owner will notify the Association of the completion of the construction of such roads (or portions thereof) and the Association will have 45 days following such notification to inspect the roads and notify the Owner of any defects or items requiring correction as determined by

the Association in its reasonable opinion. Following the inspection and the completion of any necessary corrections, Owner will convey title by limited warranty deed to the completed roads (or portions thereof) to the Association and the Association will accept title to the completed roads (or portions thereof). Owner will be responsible for the cost of preparing and recording the plat depicting the roads and the cost of preparing and recording the deed. Owner will convey ownership of any streets signs and signage monuments located along the conveyed roads to the Association by bill of sale.

Upon the completion of the construction of any common areas within the Residual Property (or portions thereof), the Owner will notify the Association of the completion of the such improvements and the Association will have 45 days to inspect the improvements and notify the Owner of any defects or items requiring correction as determined by the Association in its reasonable opinion. Following the inspection and the completion of any necessary corrections, Owner will convey title by limited warranty deed to the completed improvements to the Association and the Association will accept title to the completed improvements. Owner will be responsible for the cost of preparing and recording the plat depicting the improvements and the cost of preparing and recording the deed. Owner will convey ownership of any fountains, benches, recreational facilities, and other improvements located in the conveyed common areas to the Association by bill of sale. Owner will ensure that any buffers surrounding any ponds are constructed in a manner designed to minimize the run-off from the adjoining properties.

9. Utility Access Rights. The Association is the owner of the detention pond described on **Exhibit B** attached hereto (the "Detention Pond") which is a Common Area of the Hidden River development. The Association grants to the Owner a perpetual non-exclusive easement over and across the Detention Pond for the purpose of the installation, maintenance, repair and use of an extension of the existing sewer systems through the Detention Pond for benefit of the Residual Property. The exact location of the extended sewer system will be determined by the Owner in its reasonable discretion prior to installation. The Owner of the Residual Property is responsible for the cost and expense of the extension and installation, including without limitation, tap fees payable for the appropriate municipality or municipal agency. The Association will assist the Owner by the execution of any easements or other documents required by the sewer provider with respect to location of the sewer lines within the Detention Pond so that sewer service can be provided to the Residual Property. The Owner shall remove abandoned concrete storm drains, culverts and other debris on or in close proximity to the Detention Pond. Owner has agreed to deliver to the Association a payment of \$15,000 within five (5) business days following the recordation of this Amendment as consideration for the grant of the easement stated herein.

10. Covenants Running With Land. The obligations, easements and conditions contained in this Agreement are covenants running with the land; and they are made by the parties for the benefit of themselves, each future owner of fee simple title to all or part of the property described or referenced herein (including the Residual Property), and the grantees, successors, assigns, lessees, agents, employees and invitees of each of the foregoing.

11. Non-Waiver. No delay or omission in the exercise of any right accruing upon any default shall impair such right or be construed to be a waiver thereof, and every such right may be exercised at any time during the continuance of such default.

12. Conflict. In the event of a conflict between the terms of this Amendment and the terms of the Declaration, then the terms of this Amendment will control. However, upon the

termination or expiration of the Owner Enforcement Period with respect to the Residual Property (or a portion thereof) then the terms of the Declaration will control with respect to the Residual Property (or such portion thereof). The parties further acknowledge and agree that the terms of the easement granted in paragraph 9 hereof will survive the termination of the Owner Enforcement Period.

13. Amendment. This Amendment may be amended only by a written agreement executed by the Association and the owner of the Residual Property and properly recorded in the Charleston County RMC Office.

[SIGNATURES ON FOLLOWING PAGE(S)]

IN WITNESS WHEREOF, the Owner and the Association have executed this Fourth Amendment on the date and year first above written.

Owner:

HQ Park, LLC

12/18/15

IN THE PRESENCE OF:

[Handwritten Signature]

By: [Handwritten Signature]
William H. Herring
Its: Manager

STATE OF SOUTH CAROLINA)

) ACKNOWLEDGMENT

COUNTY OF CHARLESTON)

I, the undersigned Notary Public, do hereby certify that HQ Park, LLC, by William H. Herring, its Manager, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this 18th day of December, 2015.



[Handwritten Signature]
Notary Public for South Carolina
My Commission Expires: 2/18/19

Association:

IN THE PRESENCE OF:

Hidden River on the Ashley Homeowners Association, Inc.

[Handwritten Signature]
[Handwritten Signature]

By: [Handwritten Signature]
Print Name:
Its: Rebecca M. Estes
President

STATE OF South Carolina
COUNTY OF Charleston

)
) ACKNOWLEDGMENT
)

I, the undersigned Notary Public, do hereby certify Hidden River on the Ashley Homeowners Association, Inc. by Rebecca M. Estes, its President, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this 1st day of December, 2015.

[Handwritten Signature]
Notary Public for South Carolina - Paul F. Tecklenburg
My Commission Expires: 04/26/2020

Exhibit A
Residual Property

PARCEL ONE

ALL that certain tract, piece or parcel of land, situate, lying and being in the City of North Charleston, County of Charleston, State of South Carolina, known and designated as Residual -containing 53.28 acres and Residual -containing 13.37 acres, a little more or less, as shown and designated on that certain plat entitled "A SUBDIVISION PLAT OF A 145.43 ACRES TRACT KNOWN AS THE PARK AT RIVER'S EDGE, SHOWING TRACTS A THRU L, CITY OF NORTH CHARLESTON, CHARLESTON COUNTY, SC", dated May 29, 1985 by Harold B. Nielson, Jr., PE and LS, SC Reg. No. 7023 and duly recorded in the RMC Office for Charleston County in Plat Book BE at Page 83. Said tracts of having such size, shape, dimensions, buttings and boundings as reference to said plat will more fully and at large appear.

LESS AND EXCEPTING from the above-described property all that piece, parcel or tract of marsh land containing approximately five and 72/100 (5.72) acres in the City of North Charleston, County of Charleston, South Carolina, previously conveyed to James Peterson by Tax Deed of Walter T. Martin, Delinquent Tax Collector, Charleston County, South Carolina, dated October 14, 1993, and recorded in Book L-233 at Page 891 in the RMC Office for Charleston County (TMS #404-00-00-008).

PARCEL TWO

ALL those certain pieces, parcels or lots of land, situate, lying and being in the City of North Charleston, County of Charleston, State of South Carolina, and known and designated as Tract K, containing 12.75 ac. and Tract L, containing, 11.03 ac., all a little more or less, as shown and designated on that certain plat entitled "A SUBDIVISION PLAT OF A 145.43 ACRE TRACT KNOWN AS THE PARK AT RIVER'S EDGE, SHOWING TRACTS A THRU L, CITY OF NORTH CHARLESTON, CHARLESTON COUNTY, SC", dated May 29, 1985 by Harold B. Nielson, Jr., PE and LS, SC Reg. No. 7023 and duly recorded in the RMC Office for Charleston County in Plat Book BE at Page 83. Said parcels having such size, shape, dimensions, buttings and boundings as reference to said plat will more fully and at large appear.

LESS AND EXCEPTING all those certain lots, pieces or parcels of land, situate, lying and being in the City of North Charleston, County of Charleston, State of South Carolina, known and designated as Tract K-2, containing 7.41 acres, more or less, and Tract L-1, containing 7.44 acres, more or less, and the paved and unpaved portion of that certain road known as Parkgate Drive and proposed addition to the Parkgate Drive, all as being shown and designated on that certain plat entitled "SUBDIVISION PLAT OF TRACTS K & L AT THE PARK AT RIVER'S EDGE LOCATED ON DORCHESTER ROAD IN THE CITY OF NORTH CHARLESTON, CHARLESTON COUNTY, SOUTH CAROLINA", prepared by Gifford, Nielson, Riesberg dated March 4, 1987, and being last revised March 17, 1987, and duly recorded in the RMC Office for Charleston County in Plat Book BN at Page 146. Said property having such size, shape, dimensions, buttings and boundings as reference to the aforesaid plat will more fully and at large appear.

RESERVING, however, unto the Grantor, its successors and/or assigns, the non-exclusive right of ingress and egress over and across that certain strip of land shown and designated as Parkgate Drive as shown and designated on that certain plat entitled "A SUBDIVISION PLAT OF A 145.43 ACRE TRACT KNOWN AS THE PARK AT RIVER'S EDGE, SHOWING TRACTS A THRU L, CITY OF NORTH CHARLESTON, CHARLESTON COUNTY, SC", dated May 29, 1985 and recorded in the RMC Office for Charleston County in Plat Book BE at Page 83; along with the natural extension thereof to the marshlands of the Ashley River and Sawpit Creek as shown on said plat, said extension being shown on a plat entitled "PRELIMINARY PLAT SHOWING 20.1633 ACRE TRACT OF LAND BEING SUBDIVIDED INTO LOTS 1 THRU 163 PARK AT THE ASHLEY, PROPERTY OF CTS III, LLC, CITY OF NORTH CHARLESTON, CHARLESTON COUNTY, SOUTH CAROLINA", prepared by Gasque & Associates, Inc., Land Surveyor and Planners, dated July 20, 2000.

LESS HOWEVER, ALL that lot, tract or piece of land located in North Charleston, Charleston County, South Carolina, measuring and containing 22.82 acres, and having the metes and bounds as shown on plat made by David E. Gasque & Associates, Inc., Land Surveyors - Planners, dated July 28, 2000, entitled "SURVEY SHOWING SUBDIVISION OF TMS 404-00-00-001 A PORTION OF THE PARK AT RIVERS EDGE A 22.82 ACRE TRACT OF LAND PROPERTY OF CTM III, LLC, CITY OF NORTH CHARLESTON, CHARLESTON COUNTY, SOUTH CAROLINA", which plat is approved for subdivision by William B. Gore, Planning Director, City of North Charleston, and being recorded in the RMC Office for Charleston County in Plat Book EE at Page 205 on August 3, 2000.

ALSO LESS AND EXCEPTING ALL that piece, parcel or lot of land, together with the buildings and improvements thereon, situate, lying and being in the City of North Charleston, County of Charleston, State of South Carolina, known and designated as "DETENTION POND H.O.A, 104.357 SQ.FT. 2.4 ACRES", on a subdivision of Phase 1-B of The Park at River's Edge as shown and designated on that certain plat prepared for CMT III, LLC by Empire Engineering, LLC entitled "FINAL PLAT LOTS 41-49, 61-115 & 131-168 THE PARK AT RIVERS EDGE MULTIFAMILY PHASE 1B", dated October 4, 2005 and recorded in the RMC Office for Charleston County in Plat Book EJ at Page 716; said lot having such size, shape, dimensions, buttings and boundings as will by reference to said plat more fully and at large appear.

SAID PARCELS BEING the same property as conveyed to Capital Bank by deed of Mikell R. Scarborough, Master in Equity for Charleston County, dated December 4, 2009 and recorded January 7, 2010 in the Office of the RMC for Charleston County in Book 0101 at Page 309. Reference is also made to that certain Notice and Affidavit of Name Change of CapitalBank to Park Sterling Bank as recorded in Book 0223 at Page 852.

TMS No.: 404-00-00-001

Exhibit B
Description of Detention Pond

ALL that piece, parcel or lot of land, together with the building and improvements thereon, situate, lying and being in the City of North Charleston, County of Charleston, State of South Carolina, known and designated as "DETENTION POND H.O.A., 104,357sq. ft. 2.4 acres" on a subdivision of Phase 1-B of The Park at River's Edge as shown and designated on that certain plat prepared for CMT III, LLC by Empire Engineering, LLC entitled "FINAL PLAT LOTS 41-49, 61-115 & 131-168 THE PARK AT RIVERS EDGE MULTIFAMILY PHASE 1B", dated October 4, 2005 and recorded in the RMC Office for Charleston County in Plat Book EJ at Page 716.; said lot having such size, shape, dimension, buttings and boundings as will be reference to said plat more fully and at large appear.

TMS # 404-02-00-240

RECORDER'S PAGE



NOTE: This page **MUST** remain with the original document

Filed By:

WEEKS & IRVINE LLC

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0537	407	Misc/Amend
Charlie Lybrand, Register Charleston County, SC		

MAKER:

HIDDEN RIVER ON THE ETC

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RECIPIENT:

N/A

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