

STATE OF SOUTH CAROLINA )  
 ) CERTIFICATION OF  
COUNTY OF CHARLESTON )

AMENDED AND RESTATED COVENANTS AND RESTRICTIONS

OF

SHADOWWOOD VILLAS OWNERS ASSOCIATION

WHEREAS, certain Covenants of SHADOWWOOD VILLA OWNERS ASSOCIATION have heretofore been recorded in the R.M.C. Office for Charleston County, in Book F117, at Page 403, as amended by instruments recorded in Book D180, Page 679, Book F117, Page 403, R.M.C. office above described with respect to certain real property at Seabrook Island, Charleston, South Carolina, and known as the Common Properties , which property is more fully represented and delineated on plat (s) of the same, made by E. M. Seabrook Jr., C. E. and L. S., dated September 14, 1978, and recorded in the R.M.C. Office for Charleston County, in Plat Book AL, at Page 101; and

WHEREAS, the owners of the property subject to the aforesaid Covenants desire to amend and restate the said Covenants in the manner hereinafter provided, and have approved these Amended and Re-stated Covenants and Restrictions in the manner and by the vote specified in Paragraph 8 of said Covenants;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS

This is Certification that the Covenants of Shadowwood Villa Owners Association are hereby amended and restated, with the terms and provisions hereinafter set forth in accordance and pursuant to the provisions for amending the Covenants.

1. DEFINITIONS. The following words and terms, when used herein,

shall have the following meaning:

- (a) "Association" shall mean and refer to Shadowwood Villas Owners Association, Inc., a South Carolina non-profit corporation.
  - (b) "Board" shall mean and refer to the Board of Directors of the Shadowwood Villas Owners Association.
  - (c) "Common Properties" shall mean and refer to any and all property, real and personal, together with any improvements thereon, owned or leased by the Association for the common use and enjoyment of the Members of the Association.
  - (d) "Property" or "Properties" shall mean and refer to each parcel, lot or unit of real property, within the confines of the Common Properties as represented and delineated on the above-referenced plat (s), but excluding the Common Properties.
  - (e) "Property Owner" shall mean the record owner of the fee simple title to any Property situated within the confines of the Common Properties as represented and delineated on the above-referenced plat(s), including contract sellers, but excluding those having an interest merely as security for the performance of an obligation and excluding the Association, as owner of the Common Properties.
  - (f) "Member" shall mean and refer to all Property Owners who are members of the Association as hereinafter provided.
2. Shadowwood Villas Owners Association. The purpose of the Association is to:
- (a) Develop and implement programs to protect the environment and to provide for the health, safety, security, and welfare of Property Owners;
  - (b) Protect, operate, and maintain such of the roads, playgrounds, open spaces and other Common Properties as are deeded, leased, or otherwise conveyed to the Association or held in trust for the benefit of the Association or the Property Owners;
  - (c) Acquire, construct, manage, maintain and care for Association properties, including structures, systems and equipment, for the general benefit of the Property Owners and others as determined by the Board, and, if the Board so elects, to maintain and care for the exterior of Properties;

Association shall be a Member of the Association. Members in good standing shall be entitled to one (1) vote for each Property owned, and when more than one (1) person or entity is an Owner with respect to a single Property, all such persons or entities shall be Members, and their vote for such Property shall be exercised as they, among themselves, determine. In no event shall more than one (1) vote be cast with respect to any single Property.

4. Property Rights In Common Properties.

Subject to the provisions of these Covenants and the Rules and Regulations of the Association, every Owner shall have a right and easement of enjoyment in and to the Common Properties, and such easement shall be appurtenant to and shall pass with the title of every Property.

The Owners' rights and easements of enjoyment created hereby shall be subject to the following:

- (a) The right of each Property Owner to have access to such Owner's property by an easement appurtenant thereto for ingress, egress and regress over and upon the Common Properties;
- (b) The right of each Property Owner to have an easement appurtenant for utilities to such Property over and upon the Common Properties;
- (c) The right of the Association to take such steps as are reasonably necessary to protect the Common Properties against foreclosure;
- (d) The right of the Association, as provided in its By-Laws, to suspend the enjoyment of rights of any Members for any period during which any assessment remains unpaid and for any period not to exceed thirty (30) days for any infraction of its Covenants, By-Laws and Rules and Regulations, it being understood that any suspension for either non-payment of any assessment or a breach of the Rules and Regulations of the Association shall not constitute a waiver or discharge of the Member's obligation to pay the assessment or to adhere to the Rules and Regulations;
- (e) The right of the Association to dedicate or transfer all or any part of the Common Properties to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by two-thirds (2/3) of all votes entitled to be cast by the membership;

- (d) Adopt, distribute, and enforce regulations for the common good, including, but not limited to, regulations pertaining to (i) maintenance of property, (ii) sanitation, (iii) use of Common Properties, and (iv) responsibilities and obligations of all residents, including Property Owners, tenants, guests, invitees, and others using facilities and properties owned and/or operated by the Association, for the maintenance of good order and otherwise, (v) security and safety, and (vi) sanctions for violations;
- (e) Establish assessments and fees and collect same from Members of the Association and others who use facilities and properties owned and/or operated by the Association;
- (f) Obtain insurance of such types, and in such amounts, and with such companies, as the Board, in its sole discretion, deems necessary or desirable for the protection of the Association, of persons acting for or on behalf of the Association, and of the Common Properties and/or other properties in which the Association has an insurable interest; and, in its sole discretion, to purchase one or more "package" insurance policies for some or all of the Properties and/or to impose minimum insurance requirements with respect to Properties, to require proof that such insurance is in effect, and to impose such sanctions and/or take such actions as it deems appropriate with respect to noncompliance with any such requirements; and
- (g) Engage in such other activities as may be of benefit to the membership.

The matters stated above are and shall be powers and authorities only and shall not in any way be deemed to impose on the Board or the Association any obligation or duty to perform any of the functions enumerated or referred to hereinabove.

The Board of Directors of the Association shall be permitted to perform any of the functions authorized to the Association except as specifically reserved to the membership in the Association's By-Laws. The Board may delegate functions to committees in accordance with the Association's By-laws and may contract with private individuals or entities for the performance of such functions as it deems appropriate, including but not limited to management of the Association on behalf of the Board.

3. Membership in Association. Each Property Owner in the Association whose Property is subject to assessment by the

- (f) The right of the Association to limit the number of guests of Members;
- (g) The right of the Association to make rules and regulations and impose restrictions upon such use and enjoyment for the benefit of all Members, their guests and assigns; and
- (h) The right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Properties and facilities and in aid thereof to mortgage said Common Properties. In the event of a default upon any such mortgage, the lender's rights shall be limited to a right, after taking possession of such Common Properties, to charge admission and other fees as a condition to continued enjoyment by the Members and, if necessary, to open the enjoyment of such Common Properties to a wider public until the mortgage debt is satisfied, whereupon the possession of such Common Properties shall be returned to the Association and all Members' rights therein fully restored.

In the event any Common Property is damaged or destroyed by an Owner or any of his guests, tenants, licensees, agents or members of his family, such Owner does hereby authorize the Association to repair said damage. The Association shall repair said damage in a good and workmanlike manner in conference with the original plans and specifications of the area involved, or as the area may have been modified or altered subsequently by the Association in the discretion of the Association. The amount necessary for such repairs shall become a special assessment upon the Property of said Owner.

5. COMMON SERVICES: The Association shall provide to the owners and the property structures and lots, the service of periodically cleaning the gutters and downspouts, and cleaning and sealing the porches and decks of the individual structures, inspecting the exterior of the structures and caulking where necessary, restaining and repainting the exterior of the structures at such times and under such circumstances as a majority of the Board of Directors, in their discretion, deem advisable. A majority of the Membership may vote to provide additional common services which help to maintain and preserve the attractive appearance of Shadowwood Villas, or which can be provided by the Association with greater convenience or efficiency than by the owners; provided, however, that the call for notice of such meeting sets forth any such proposal. Each owner grants the Association, its agents, employees and designees the right of access to, over, and about the owners's lot and structure for the providing of any common services which are allowed hereunder.

In the event that the need for maintenance or repair is caused by the willful or negligent act of the owner, his family, guests, tenants or invitees and are not paid for by insurance on the individual unit, the cost of such material or repairs shall be added to and become a part of the assessment to which such owner is subject.

6. Assessments

Each Owner of a Property shall, by acceptance of a deed thereto, whether or not it shall be so expressed in such deed or other conveyance, be deemed to covenant and agree to all of the terms and provisions of these Covenants, as the same may be duly amended from time to time, and to pay to the Association: (i) annual assessments or charges; (ii) working capital for the Association; (iii) special assessments and (iv) parcel assessments. All assessments, together with interest thereon and costs of collection thereof, including reasonable attorneys's fees, shall be a charge and continuing lien on the Property 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 Property at the time when the assessment fell due. In the event of co-ownership of a Property, all such co-owners shall be jointly and severally liable for the entire amount of the assessments.

- (a) Capital Assessments. At the time title is conveyed to an Owner, the new owner shall contribute to the working capital reserve maintained by the Association the sum of One Hundred (\$100.00) Dollars. Such Funds shall be used solely for capital expenses of the Association and the Common Properties.
- (b) Annual Assessments. The annual assessments levied by the Association shall be used exclusively for: the improvement, maintenance, and operation of the Common Properties and, if the Board so elects, the Properties, including, but not limited to, providing lighting, pest control, landscape maintenance and general maintenance, improving and maintaining streets and parking areas comprising portions of the Common Properties, maintaining and improving amenities and recreational facilities located on or near the Common Properties, the payment of taxes and insurance thereon, repair, replacement and additions to the Common Properties, and the cost of labor, equipment, material, management and supervision thereof; the operation and running of the Association; and for the cost of providing Common Services as provided in Paragraph 5 herein and doing any other thing necessary or desirable in the opinion of the Board to keep the Properties and the Common Properties neat and in good

order, and to eliminate health and safety hazards, and to provide useful amenities, which in the opinion of the Board maybe of general benefit to the Owners of the Properties.

- (c) Special Assessments. The Association may levy in any assessment year, a special assessment uniformly against all Properties, applicable to that year and not more than the next two (2) succeeding years, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of the capital improvements upon the Common Properties, including fixtures and personal property related thereto, or when emergency circumstances dictate, when delay until approval of the next annual budget is unacceptable or when, in the judgment of the Board, a special project is deemed to be in the best interest of the membership as a whole.
- (d) Special Parcel Assessment. Special parcel assessments may be imposed by the Association upon any unit or parcel of Property, for the purpose of maintaining the exterior appearance thereof, if the Owner shall have failed or refused to do so, including, but not limited to, mowing and cleaning of unsightly brush and debris, painting, repairing, replacing and caring for roofs, gutters, downspouts, and exterior building surfaces, trees, shrubs, grass, walks and other exterior improvements necessary to keep the Owner's Property from deteriorating or becoming unsightly. For the purpose solely of performing the exterior maintenance authorized by this paragraph, representatives of the Association and its duly authorized agents or employees shall have the right, after reasonable notice to the Owner, to enter upon any Property at reasonable hours of any day, except Sunday. Special parcel assessments may also be imposed by the Association upon any unit of parcel of Property to cover the cost of repair of damage to the Common Properties as hereinabove provided in Paragraph 4. Nothing herein shall preclude the Board from assuming responsibility for exterior maintenance of Properties, including painting and landscaping, and for providing for the cost thereof through the annual assessments.

The Board of Directors of the Association shall have the rights and power to fix the assessments described above and shall notify each Property Owner of same, in writing. The assessments shall be delinquent when not paid within thirty (30) days after the mailing of such notice. The Board of Directors shall determine whether the assessment shall be paid on a monthly, quarterly, semi-annual or annual basis. The

assessments may be increased, adjusted or reduced from time to time by the Board of Directors of the Association, as the needs of the Common Properties, the Properties and the Association, in its judgment, may require, and each Property shall be subject to a uniform assessment. Properties shall become subject to assessment upon issuance of a certificate of occupancy.

Others who are not members of the Association but who have access to and/or use facilities and properties owned and/or operated by the Association shall be subject to such assessments in the form of access and user fees as may be established by the Association in accordance with the reasonable cost-sharing principles set forth above.

Should a Property Owner fail to pay the Association within thirty (30) days after the mailing of a notice of any such fee, charge, cost or assessment, the Board shall have the right to file notices of liens and lis pendens against subject Properties, and the Association shall have a lien on such Property for the payment of such sum, together with late charges and interest in accordance with the Association's By-Laws. The Board shall have the right to bill and collect interest and late charges, to institute legal proceedings and to enforce such rights to the extent and in the manner permitted by the laws of South Carolina, including the right to charge and collect all necessary attorney's fees, court costs and other collection expenses necessitated by such delinquency.

Upon conveyance by deed or by law of any Property or part or portions thereof, the purchaser thereof and each successive Owner shall be and become personally liable for and shall pay all fees, assessments and other charges, past or future, due to the Association in accordance with the provisions of these Covenants and the provisions of the Association's By-Laws, as either or both may be amended from time to time.

#### 7. Maintenance of Property.

It shall be the responsibility of each Property Owner to prevent the development of any unclean, unsightly or unkept conditions on his or her Property, including, where applicable, excessive undergrowth, which shall tend to detract from the beauty of the neighborhood as a whole. If a Property Owner allows the development of any unclean, unsightly or unkept condition on his or her property, the unsatisfactory condition shall be corrected by the Owner at his or her expense upon written request of the Board or its designee. If the Property Owner then fails to correct such condition within ten (10) days after written notice has been given by the Board or its designee, the Board or its designee shall have the



right to correct the unsatisfactory condition, and the expense of such correction shall be billed to and borne by the Property Owner and shall be a special assessment against same property.

Notwithstanding anything contained herein, the Association, in addition to maintaining the Common Properties, shall have the right, but not the obligation, to provide exterior maintenance for the Properties. Any cost incurred in connection with such maintenance shall be a lien against the Property and may be collected in the same fashion and as part of the annual maintenance assessment or as a special parcel assessment, as appropriate, all as described in Paragraph 5, supra. In order to enable the Association to make all necessary maintenance and repairs, the Association shall have the right of unobstructed access over and upon each Property at all reasonable times to perform maintenance as provided in this paragraph.

8. Noxious Activity.

No noxious or offensive activity shall be carried on, in or upon any Property, nor shall anything be done thereon or therein tending to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood. There shall not be maintained any plants or animals or devices or things of any sort whose normal activities or existence is in any way noxious, dangerous, unsightly, unpleasant or of such nature as may diminish or destroy the enjoyment of other property in the neighborhood by the Owners thereof. There shall be no playing of radios, television sets, amplification equipment, or musical instruments so loudly as to be intrusive on the peace and quiet of the neighbors.

9. Animals, Etc.

No animals, livestock or poultry of any kind shall be raised, bred, or maintained on any Property, except household pets (in reasonable numbers) of the Owners or occupants of the Property. Such household pets must not constitute a nuisance or cause unsanitary conditions or any undesirable situation for the Property Owners in the Association. Dogs must be leashed when off the Property owned or occupied by their owners or must be accompanied by and under the effective voice control of the owners or their agents.

10. Roads

Property Owners, their tenants, guests, invitees and permittees shall have the right to use the roads within the Association for ingress and egress to and from their Property, to and from the common facilities and amenities in the Association, and for general passage. Such use of roads shall be subject to these Covenants, the By-laws of the Association,

and any Rules and Regulations promulgated by the Board, as well as to the general Covenants of the Seabrook Island Development and the By-Laws and Rules and Regulations of the Seabrook Island Property Owners Association.

The Board shall permit commercial and recreational property owners, members, their guests, and invitees, to use the roads within the Association for ingress and egress, in accordance with all duly granted or reserved easements or rights of way and in accordance with guidelines and regulations adopted by the Board.

11. Storage and Parking of Trailers, Campers, Trucks, Etc.  
No trailers, travel trailers or mobile homes, campers, or other habitable motor vehicles of any kind, whether self-propelled or not, school buses, trucks or commercial vehicles, or boat trailers, shall be kept, stored or parked overnight, either on any street or any Property.

12. Trees and Nature Growth.  
Trees and distinctive flora shall not be intentionally destroyed or removed except with the prior written approval of the Board or its designee, or as may otherwise be permissible under regulations and guidelines established by the Board of Directors of the Seabrook Island Property Owners Association. Any Property Owner removing such trees or flora without such approval may be required at his/her cost to replace same.

13. Trespass.  
Whenever the Association, Board or its designee is permitted by the Covenants to correct, repair, clean, preserve, clear or take any action on the Property in the Association, entering the Property and taking such action shall not be deemed to be trespass. Entering a Property for inspection purposes to ensure compliance with Covenants also shall not be deemed a trespass.

14. Condemnation.  
Whenever all or any part of the Common Properties owned by or held in trust for the benefit of the Association or the members of the Association shall be taken (or conveyed in lieu of and under threat of condemnation, upon action by the Board) by any authority having the power of condemnation or eminent domain, the Association shall represent the Property Owners in Connection therewith, if and to the extent that individual Property Owners might have or claim an interest in such Common Properties. The award made for such a taking of Common Properties shall be payable to the Association.

15. Exterior Appearance of Dwellings.  
No change shall be made to the exterior appearance of any

dwelling, which shall include the erection of any exterior window coverings, awnings, or shutters, which can be seen from the outside of the dwelling without the express approval of both the Association Board and the Architectural Review Board of the Seabrook Island Property Owners Association, in accordance with recorded Covenants of the Seabrook Island Development and the By-Laws, rules and Regulations of the Seabrook Island Property Owners Association. No interior window dressing may be installed, which is visible from the exterior, unless such window dressing is of standard drapery, blinds or shutter design and has a neutral colored backing or liner, without permission of the Board.

Porches and Decks will not be used for storage facilities. Furniture should be limited to deck type furnishings and neatly displayed. The number of exterior houseplants shall be limited to five.

16. Other Covenants.

The Covenants herein contained are not exclusive but are in addition to the Covenants heretofore recorded for Seabrook Island Development, as the same have been and may hereafter be amended, if and to the extent that the same are or in the future may become applicable to the Properties and/or Common Properties, and to such other easements, declarations, covenants, and agreements as properly affect the Properties and Common Properties described herein.

17. Notices.

All papers or instruments, plans and specifications, or any other writings provided for herein, shall be filed with or submitted to the Association or its designated representative, by personal delivery or certified mail. Notices to Property Owners shall be deemed to have been duly given when delivered in person or deposited in the mail, postage prepaid, and addressed to the Owner, at the Property address or at such other address as may have been provided to the Association for such purpose.

18. Duration and Amendment.

These Covenants shall run with and bind the land and all parties claiming under them or subject to them, and shall inure to the benefit of and be enforceable by the Association or the Owner of any Property subject hereto for a term of ten (10) years from the date of the recordation of this instrument, after which time said Covenants shall be automatically extended for successive periods of ten (10) years unless by vote of two-thirds (66.7 %) per cent of the votes then authorized to be cast by the membership, at a duly called meeting of the Association or by a duly conducted

referendum, it is agreed to terminate these Covenants. The covenants, may be altered, modified or canceled at any time upon the affirmative vote of two-thirds (66.7%) per cent of the votes then entitled to be cast by the membership, at a duly called meeting of the Association or by a duly conducted referendum.

19. Violations.

If any Property Owner or any other party subject hereto, or their heirs or assigns, shall violate or attempt to violate any of the Covenants herein, it shall be lawful for the Board to impose sanctions and for the Board or any Property Owner to Prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate such Covenants, and thereby to prevent him or them from so doing or to recover damages or other due for such violation. Without limiting the foregoing, the enforcement of these Covenants shall be by the Association of which every Property Owner shall be a member.

20. Severability.

Should any Covenant herein contained, paragraph, sentence, clause, phrase or term of this instrument, be declared to be void, invalid, illegal or unenforceable for any reason by the adjudication of any competent court having jurisdiction, the same shall be declared to be severable and the provisions hereof not affected shall remain in full force and effect.

WITNESS the hand and seal of the Secretary of Shadowwood Villas Owners Association this 14<sup>th</sup> day of July, 1993.

IN THE PRESENCE OF:

[Handwritten Signature]

SHADOWWOOD VILLAS OWNERS ASSOCIATION

By: Mary J. Catterill  
its Secretary

STATE OF SOUTH CAROLINA )  
COUNTY OF CHARLESTON )

PERSONALLY appeared before me the undersigned witness and made other that (s)he saw the within named Shadowwood Villas Owners Association by MARY J. Catterill, its Secretary, sign, seal and deliver the within instrument, and that he with the other witness witnessed the due execution thereof.

SWORN to before me this 14<sup>th</sup> day of July, 1993.

[Handwritten Signature]

[Handwritten Signature]  
NOTARY PUBLIC FOR SOUTH CAROLINA

My Commission Expires: 1/10 2000

