

AMENDMENT AND RESTATEMENT OF  
DECLARATION AND ESTABLISHMENT OF CONDITIONS,  
RESERVATIONS, AND RESTRICTIONS FOR  
RIVER STATION, f/k/a DARRELL CREEK PLANTATION

WHEREAS, Darrell Creek Associates, LP did previously submit that property known as "Darrell Creek Plantation", now known as ~~"River Station" to certain restrictive covenants and conditions,~~ entitled "Declaration and Establishment of Conditions, Reservations, and Restrictions for Darrell Creek Plantation Phase I and II", duly filed in the RMC Office for Charleston County in Book T 192, at page 551, on April 27, 1990;

WHEREAS, said restrictive covenants were amended by Amendment Number One to Declaration and Establishment of Conditions, Reservations and Restrictions for Darrell Creek Plantation Phase I and Phase II, dated July 6, 1990, and recorded in the RMC Office for Charleston County in Book V 194, at Page 275.

WHEREAS, said restrictive covenants were amended by Amendment Number Two to Declaration and Establishment of Conditions, Reservations and Restrictions for Darrell Creek Plantation Phase I and Phase II, dated December 13, 1990, and recorded in the PMC Office for Charleston County in Book A 199, at Page 843.

WHEREAS, Darrell Creek Associates LP desires to change the name of the development as well as make further changes to the restrictive covenants previously filed in Book T 192, at Page 155, as modified.

NOW THEREFORE, the Declarant hereby amends, restates and republishes the conditions, reservations and restrictions, with the intent of the Declarant that this Amendment and Restatement to Declaration and Establishment of Conditions, Reservations and ~~Restrictions for Darrell Creek Plantation replaces and supersedes~~ said restrictive covenants duly filed in the RMC Office in Book T 192 at Page 551, as previously modified.

Darrell Creek Associates LP, a South Carolina Limited Partnership (such entity, its successors and assigns, hereinafter referred to as the "Declarant"), being the owner of the premises, situate within the County of Charleston, State of South Carolina, and described on Exhibit A attached hereto (the "Premises"), has established a general plan for the improvement and development of the Premises, and declares the covenants, conditions, reservations, and restrictions upon which, and subject to which, all platted residential lots and portions of platted residential lots in the Premises (the "lots") shall be improved, sold and conveyed by it as owner. Each and every one of these covenants, conditions, reservations, and restrictions is for the benefit of each owner of land in the Premises, and each mortgagee or holder of other interest therein, and shall inure to and pass with each and every parcel of the Premises, and shall bind the respective successors and assigns of the Declarant. These covenants, conditions, reservations, and restrictions are each imposed upon the lots, all of which are to be construed as restrictive covenants running with

the title to the lots and with each and every parcel:

1. Residential Use. The lots, and each and every one of them, are for single-family residential purposes only. No building or structure intended for or adapted to commercial or business purposes, and no apartment house, double house, lodging house, rooming house, kindergarten, day-care center, school, hospital, sanatorium or office, or other multiple-family dwelling shall be erected, placed, permitted, or maintained on any lot, or on any part of any lot. No improvement or structure whatever, other than a first class private dwelling house, patio walls, swimming pool, and customary outbuildings, garage, carport, servants' quarters, or guest house may be erected, placed or maintained on any lot in the Premises. All dwelling houses to be constructed on interior lots shall have a minimum square footage of at least one thousand eight hundred (1,800 sq. ft.) square feet if a one-story dwelling, and if a two-story dwelling, at least two thousand (2,000 sq. ft.) square feet, with the first floor being at least one thousand six hundred (1,600 sq. ft.) square feet. All dwelling houses to be constructed on lots designated as marsh lots shall have a minimum square footage of at least two thousand (2,000 sq. ft.) square feet if a one-story dwelling, and if a two-story dwelling, at least two thousand two hundred (2,200 sq. ft.) square feet, with the first floor being at least one thousand seven hundred (1,700 sq. ft.) square feet. All dwelling houses to be constructed on lots designated as waterfront lots shall have a minimum square footage

of at least two thousand two hundred (2,200 sq. ft.) square feet if a one-story dwelling, and if a two-story dwelling, at least two thousand five hundred (2,500 sq. ft.) square feet, with the first floor being at least one thousand nine hundred (1,900 sq. ft.) square feet. For purposes of establishing the minimum dwelling size on each lot, Lots 1-29, 40-43, 46-47 and 64-66 of Block A are designated as "marsh lots." Lots 30-39 and 48-63 of Block A are designated as "waterfront lots." All other lots in River Station are designated as "interior lots."

2. Preservation of Natural Environment. The native growth of the Premises shall not be permitted to be destroyed or removed except as approved in writing by the Declarant or the Board of Directors of River Station Property Owners Association, Inc. (the "Board of Directors"). In the event such growth is removed, except as approved, the Declarant or the Board of Directors may require the replanting or replacement of same, at the cost of the lot owner.

3. Tanks and Other Storage. No elevated tanks of any kind shall be erected, placed, or permitted on any part of the Premises, provided, that nothing herein shall prevent the Declarant, its successors and assigns, from erecting, placing, or permitting the placing of tanks and other water system apparatus on the Premises. Any tanks for use in connection with any residence, including tanks for the storage of fuels, must be buried or walled sufficiently to conceal them from the view from neighboring lots, roads, or

streets. All clothes-lines, garbage cans, equipment, coolers, wood piles, or storage piles shall be walled in to conceal them from the view of neighboring lots, roads, or streets. Plans for all enclosures of this nature must be approved by the Declarant or the ~~Architectural Review Board of the River Station Property Owners~~ Association, Inc. (the "ARB").

4. Setback Lines. No building, structure, fence, hedge, outbuilding, or appurtenance of any nature shall be located closer than fifteen (15') feet from any side lot line and thirty (30') feet from any front or back lot line.

5. Horses and Pets. No horses shall be kept or stabled on any of the lots. This shall not be construed to prevent lot owners from keeping horses in any community stable which may be proposed for the Premises by the Declarant or the Board of Directors. No more than four (4) pets of the customary household variety (including birds) may be kept on any lot in such Premises, except upon the express written permission of the Declarant or the Board of Directors; provided, however, that the provisions hereof shall not be deemed to permit the keeping of domestic fowl or farm animals. The terms of the preceding sentence notwithstanding, no Lot Owner may keep animals that would cause a nuisance to the Premises.

6. Utility Lines, and Radio and Television Antennas. All electrical service and telephone lines shall be placed underground and no outside electrical lines shall be placed overhead. This

restriction may be waived by the Declarant or the Board of Directors. No exposed or exterior radio or television transmission or receiving antennas or dishes shall be erected, placed, or maintained on any part of the Premises. This restriction also may be waived for cause by the Declarant or the Board of Directors.

Any waiver of these restrictions need not constitute a waiver as to other lots or lines or antennas.

7. Nuisances. No lot shall be used in whole or in part for the storage of rubbish of any character whatsoever, nor for the storage of any property or thing that will cause such lot to appear 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 that will cause any noise that will or might disturb the peace, quiet, comfort, or serenity of the occupants of surrounding property.

8. Signs. No billboards or advertising signs of any character shall be erected, placed, permitted, or maintained on any lot or improvement except as herein expressly permitted. A name and address sign, the design of which shall be furnished to the lot owner on request by the Declarant or the Board of Directors, shall be permitted. No other sign of any kind or design shall be allowed. The provisions of this paragraph may be waived by the Declarant or the Board of Directors, only when in its discretion the same is necessary to promote the sale of property in the Premises. Nothing herein shall be construed to prevent the

Declarant or Board of Directors from erecting, placing, or maintaining sign structures and offices as may be deemed necessary by it for the operation of the Premises.

9. Mining. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, placed, or permitted upon any part of such premises, nor shall any oil, natural gas, petroleum, asphaltum, or hydrocarbon products or minerals of any kind be produced or extracted.

10. Garage. No garage or other outbuilding shall be placed, erected, or maintained upon any part of the Premises except for use in connection with a residence already constructed or under construction. Nothing herein shall be construed to prevent the incorporation and construction of a garage as a part of a dwelling house.

11. Occupancy. No private dwelling house erected upon any lot shall be occupied in any manner while in the course of construction, nor at any time prior to its being fully completed. Nor shall any residence, when completed, be in any manner occupied until made to comply with the approved plans, the requirements herein, and all other covenants, conditions, reservations, and restrictions herein set forth. All construction shall be completed within nine (9) months from its start, provided, that the Declarant or the Board of Directors may extend the time when in its opinion conditions warrant an extension. No temporary house, temporary dwelling, temporary garage, temporary outbuilding, trailer home,

recreational vehicle, or other temporary or mobile structure shall be placed or erected upon any lot. Rental of any guest house is prohibited, the occupancy thereof being limited to either guests or servants.

12. Approval of Plans. The location, design, and construction materials and all other plans of the construction of private roads and driveways and the location, design and construction materials and all other building plans of any dwelling house, building, fence, wall, or structure to be erected upon any lot, and their proposed location upon any lot, and any changes after approval, any remodeling reconstruction, alteration, or addition to any dwelling house, building, road, driveway, or other structure upon any lot in the Premises shall require the approval in writing of the ARB. No structure of any kind, the plans, elevations, and specifications of which have not received the written approval of the ARB, and which does not comply fully with the approved plans and specifications, shall be erected, constructed, placed, or maintained upon any lot. Approval of plans and specifications shall be evidenced by written endorsement on the plans and specifications, a copy of which shall be delivered to the owner of the lot upon which the prospective building, road, driveway, or other structure is planned prior to the beginning of construction. No changes or deviations in or from the plans and specifications as approved shall be made without the prior written consent of the ARB. The ARB shall not be responsible for any

structural defects in the plans or specifications. The ARB may waive the set back provisions contained in paragraph four (4) and any other building restrictions in these Covenants, but only for reasonable cause shown. Reasonable cause shall not include cost or expense.

13. Letter and Delivery Boxes. The Declarant or the ARB shall determine the location, color, size, design, lettering, and all other particulars of all mail or paper delivery boxes, and standards and brackets and name signs for the boxes in order that the area be strictly uniform in appearance with respect to these items.

14. Drainage. Drainageways shall conform to the requirements of the lawful public authorities, including the County Engineer of Charleston County, State of South Carolina, to the full extent of the authority given him by law.

15. Commercial Vehicles. No commercial vehicles, construction, or like equipment or mobile or stationary trailers of any kind shall be permitted on any lot of the Premises nor shall any maintenance (other than routine) or repair of any vehicle be permitted on any lot or street.

16. Division of Lots. No lot shall be resubdivided. Any two or more adjacent lots may be combined into a single lot. The Association hereby expressly reserves and establishes to itself, its successors and assigns, the right to approve or disapprove, through its Board of Directors or designee, the replatting of any

two or more existing lots shown on the plat of any portion of the Premises or the dividing of any existing residential single lot for the purpose of adding to the lots on either side, in order to create a modified building lot or lots. As a condition of approval, the Board of Directors or its designee also shall have the right to require that such other steps be taken by property owners as are reasonably necessary to make such replatted lots suitable and fit as building sites including, but not limited to, the relocation of easements, walkways, and rights-of-way, to conform to the new boundaries of such replatted lots. Assessments, regular or special, imposed on combined or modified lots shall be the sum of the individual assessments which would have been levied against the individual lots or pro-rated portions thereof.

17. Wells. Private shallow water wells may be installed for the sole purpose of landscaping and yard maintenance..

18. Sewer. Prior to the occupancy of a dwelling house, proper and suitable provision shall be made for the disposal of sewage by connection with public sewer mains. No sewage or other waste material shall be emptied or discharged into the ocean, any creek, marsh, river, sound, any waterway or beach or shorelines thereof.

19. Unsightly Conditions. It shall be the responsibility of each owner to prevent the development of any unclean, unsightly or unkept conditions of buildings or ground on such lot which shall tend to substantially decrease the beauty of the neighborhood as a

whole or the specific area.

20. Reservation of Easements. The Declarant reserves unto itself, its successors and assigns, a perpetual, alienable and releasable easement and right on, over and under each lot to erect, maintain and use poles, wires, cables, conduits, sewers, water mains and other suitable equipment for the conveyance and use of electricity, telephone equipment, community antenna telephone service, gas, sewer, water or other public conveniences or utilities on, in or over those portions of each lot, parcel or tract of land as may be reasonably required for utility line purposes, provided however, that no such utility easement shall be applicable to any portion of such lot which has been properly built upon. These easements and rights expressly include the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or to take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance. Such rights may be exercised by any licensee of the Company, but this reservation shall not be considered an obligation of the Company to provide or maintain any such utility or service.

21. Trees. No trees measuring six (6") inches or more in diameter at a point two (2') feet above ground level may be removed from any lot without the prior written approval of the Declarant or the ARB. Approval of the removal of trees located within twenty (20') feet of the main dwelling or accessory building or within

twenty (20') feet of the approved site for such building will be granted.

22. Assessments and Liens. The owners of all lots situated in the Premises, but excepting the Declarant, which will be the owner of certain common property, shall be subject to maintenance and service fees, annual assessments, emergency assessments, special assessments, capital assessments and other charges determined and payable in accordance with these Covenants or the By-Laws of the River Station Property Owners Association, Inc., as amended from time to time; said By-Laws of the River Station Property Owners Association, Inc. are attached hereto as Exhibit B and incorporated herein by reference. The Board of Directors shall have the right to levy assessments for the regular maintenance of common properties and property owned by the River Station Property Owners Association, Inc. (the "Association"), special assessments for proper purposes of the Association, as determined by the Board of Directors from time to time, and emergency assessments to protect property or for the safety of the Premises, the lots, or the Lot Owners. The fees, charges, costs and other assessments provided for herein may be set at separate fixed rates for improved, unimproved, and any other class of property, based upon reasonable cost sharing principles reflecting access, benefit, and use of the Associations's roads, properties and services. The initial annual assessment shall be one hundred and 00/100 (\$100.00) dollars per lot. The assessment may be adjusted in accordance with

the terms and conditions as set forth in the By-Laws of River Station Property Owners Association, Inc. Each owner shall be personally liable for such fees, charges, costs and assignments contemplated by these Covenants and/or imposed pursuant to such By-Laws, as amended from time to time. Should an owner fail to pay the Association within thirty (30) days after any such fee, charge, cost or assessment becomes due, the Board of Directors shall have the right to file a notice of lien and lis pendens against such property, 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 of Directors 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 attorneys' fees, court costs, and other collection expenses, necessitated by such delinquency.

Upon conveyance by Deed or by law of any lot or part or portion 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. An acquisition by Deed in Lieu of Foreclosure or Title under Order of Court to Wachovia Bank of

South Carolina, formerly known as The South Carolina National Bank under the Mortgage of Declarant to SCN Mortgage Corporation dated February 7, 1990 and recorded February 8, 1990 in Book S 190, at Page 222 in the RMC Office for Charleston County, will not be considered an initial conveyance for purposes of commencement of assessments and liens.

23. Right of Entry for Insect, Reptile, Etc., Control. In order to implement effective insect, reptile and woods fire control, the Board of Directors reserves and establishes for itself and its agents the right to enter upon any lot on which a dwelling house has not been constructed and for which no approved landscaping plan has been implemented. Such entry may be made by personnel with tractors or other suitable devices for the purposes of mowing, removing, clearing, cutting or pruning underbrush, weeds, or other growth which in the opinion of the Board of Directors detracts from the overall livability and/or safety of the Premises. The cost of such operations may be billed to and, if so, shall be borne by the owner. The provisions in this paragraph shall not be construed as imposing an obligation on the Board of Directors or its agents to mow, clear, cut or prune on any lot or to provide garbage or trash removal services.

24. Hunting and Fishing. No hunting of any type will be permitted on the Premises. Fishing will be allowed in accordance with the rules established by the Board of Directors.

