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# RIVERTOWNE



**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

**FOR**

**RIVER TOWNE**

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
RIVER TOWNE

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DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR RIVER TOWNE

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR RIVER TOWNE is made this 3rd day of MARCH, 1995, by River Towne Limited Partnership, a South Carolina Limited Partnership;

WITNESSETH

WHEREAS, Declarant is the owner of certain real property located in Charleston County, South Carolina, and more particularly described in Exhibit "A", attached hereto and incorporated herein by this reference; and

WHEREAS, the community of River Towne is planned to evolve into a community with varying and divergent interests, a mixed-use community under the River Towne Planned Development District (P.D.D.) Ordinance adopted by the Town of Mount Pleasant, South Carolina on May \_\_, 1994; and

WHEREAS, Declarant deems it to be in the best interest of the community to be developed within the property more particularly described in Exhibit "A", as its exists today and as it shall evolve in the future, to establish Covenants, Conditions and Restrictions to promote efficiencies in administering the various interests which may be represented by property owners within a mixed-use community such as is permitted by the P.D.D. and to provide a flexible mechanism for the administration and maintenance of community facilities, amenities and services which are for the common use and benefit of all property owners.

NOW, THEREFORE, Declarant hereby declares that all of the property described in Exhibit "A" and any additional property as may be added by subsequent amendment hereto, and in accordance with the terms and conditions hereof, is subjected to this Declaration of Covenants, Conditions and Restrictions for River Towne, and shall be held, transferred, sold, conveyed, leased, occupied, and used subject to the following easements, restrictions, covenants, charges, liens, and conditions which are for the purpose of protecting the value and desirability of, and which shall touch and concern and run with title to, the real property subjected to this Declaration and which shall be binding on all parties having any right, title, or interest in the described properties or any portion thereof, and their respective heirs, successors, successors-in-title, and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE 1. DEFINITIONS

1.1 Definitions. When used in this Declaration, unless the context shall prohibit or otherwise require, the following words, shall have all the following meanings and all definitions shall be applicable to the singular and plural forms of such terms:

(a) "Act" shall mean and refer to the South Carolina Nonprofit Corporation Act of 1994, South Carolina Code Sections 33-31-101, et. seq.

(b) "Additional Property shall mean and refer to the real property as may be added pursuant to Section 2.2<sup>1</sup>, and all improvements thereon.

(c) "Architectural Review Board" shall mean and refer to the board established herein to approve exterior and structural improvements, additions, and changes within the Development as provided in Article 4<sup>2</sup>.

(d) "Articles of Incorporation" shall mean and refer to the Articles of Incorporation of River Towne Property Owners Association, as amended from time to time.

(e) "Assessment" shall mean and refer to an Owner's share of the Common Expenses or other charges from time to time assessed against an Owner by the Association in the manner herein provided.

(f) "Association" shall mean and refer to River Towne Property Owners Association, a South Carolina not-for-profit corporation.

(g) "Board of Directors" or "Board" shall mean and refer to the Board of Directors of the Association, which is the governing body of the Association.

(h) "By-Laws of the Association" or "By-Laws" shall mean and refer to those By-Laws of River Towne Property Owners Association, which govern the administration and operation of the Association, as may be amended from time to time. Upon adoption of the final form of By-Laws by the Association, the same shall be attached to a Supplemental Declaration hereto and filed Of Record in the R.M.C. Office for Charleston County, South Carolina.

(i) "Commercial Association" shall mean and refer to a corporation or an unincorporated association whose shareholders or members are comprised entirely of Owners of Commercial Units within a Commercial Site.

(j) "Commercial Declaration" shall mean and refer to any instrument or document, and any amendments thereto, which is filed Of Record with respect to any Commercial Units or the unimproved portions of any Commercial Site and which creates a condominium or horizontal property regime for such Commercial Units or imposes covenants, conditions, easements, and restrictions with respect to such Commercial Site.

(k) "Commercial Site" shall mean and refer to any unimproved parcel of land within the Property, Intended for Use as a site for improvements designed to accommodate commercial or business enterprises to serve residents of the Property and/or the public.. A parcel of land shall not be deemed to be a "Commercial Site" until such time as the exact metes and bounds of the site therefor have been surveyed and a plat thereof identifying or designating such property as a site for a Commercial Unit have been

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<sup>1</sup> See page 8.

<sup>2</sup> See page 13.

approved by the governmental authority with jurisdiction thereof and has been filed Of Record and further shall be deemed unimproved until the improvements being constructed on said parcel are complete and subject to Assessment as herein provided.

(l) "Commercial Unit" shall mean and refer to any improved parcel of land within the Property, Intended for Use as a site for improvements designed to accommodate commercial or business enterprises to serve residents of the Property and/or the public. A parcel of land shall not be deemed to be improved until the improvements being constructed on said parcel are complete and subject to Assessment as herein provided.

(m) "Common Areas" shall mean and refer to all real and personal property now or hereafter deeded or leased to, or are the subject of a use agreement with, the Association, and wherein the property therein described is specifically denominated to be a part of the Common Areas. The Common Areas may include the Association's private roads, streets, road and street shoulders, parking lots, walkways, sidewalks, leisure trails, bike paths, street lighting, signage, and such maintenance and drainage areas, easements, lagoons, and ponds as shall not be maintained by the Master Association. The designation of any land and/or improvements as Common Areas shall not mean or imply that the public at large acquires any easement of use or enjoyment therein. Subject to the reservations to Declarant set forth herein, all Common Areas are to be devoted to and intended for the common use and enjoyment of the Declarant, Owners, and their respective guests, and visiting members of the general public (to the extent permitted by the Board of Directors of the Association, or required by the terms of any deed, lease, or use agreement) and subject to the fee schedules, if any, and operating rules adopted therefor. Any lands which are leased to, or are the subject of a use agreement with, the Association shall lose their character as Common Areas upon the expiration of such lease or use agreement; provided, however, any such lease or use agreement between the Declarant and the Association shall be extended in whole or in part, notwithstanding any termination provisions therein contained, to provide continued ingress and egress over the Association's private streets and roads to an Owner's property, subject to provisions for the payment of fees and costs for the operation of any security gates and maintenance of roadways by the Association; provided, further, an Owner's access will not be terminated for non-payment, but the Declarant shall have the same rights to file liens and the same remedies as the Association has pursuant to Sections 11.2<sup>3</sup> and 11.9<sup>4</sup> with respect to Assessments and Recreational Charges.

(n) "Covenants" shall mean and refer to these River Towne Covenants, as amended, from time to time, by any Supplemental Declaration filed Of Record.

(o) "Common Expenses" shall mean and refer to all expenditures lawfully made or incurred by or on behalf of the Association, together with all funds lawfully assessed for the creation or maintenance of reserves, pursuant to the provisions of this Declaration.

(p) "Declarant" shall mean and refer to River Towne Limited Partnership, or any successor-in-title to the entire interest of such person with respect to the Property and the Additional

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<sup>3</sup> See page 51.

<sup>4</sup> See page 56.

Property at the time of such transfer to said successor-in-title, or any party designated Of Record to succeed to the rights of Declarant hereunder as to the matters set forth in such writing. In the exercise of all rights and privileges hereunder, the term "Declarant" shall also mean River Towne Limited Partnership's General Partners and development manager, Wild Dunes Development Corporation, until such time as an amendment hereto is filed Of Record amending, changing or deleting the within authorization to act in behalf of River Towne Limited Partnership.

(q) "Declaration" shall mean and refer to this Declaration of Covenants, Conditions, and Restrictions for River Towne and all amendments and supplements hereto filed Of Record.

(r) "Dependent Children" shall mean and refer to any Person's unmarried, dependent children under the age of twenty-five (25) who are either living at home with such Person or attending school on a full time basis.

(s) "Development" shall mean and refer to the Property and all improvements located or constructed thereon, and being a part of the overall plan, from time to time existing hereunder, for the community known as "River Towne."

(t) "Development Unit Parcel" shall mean and refer to one or more pieces, parcels or tracts of property within the Property conveyed by the Declarant to third parties under covenants and restrictions permitting the division of any such piece, parcel or tract into smaller land units such as Lots, Neighborhood Areas, Multi-Family Tracts, or Commercial Sites. A parcel of land shall not be deemed to be a "Development Unit Parcel" until such time as the exact metes and bounds of the site therefor have been surveyed and a plat thereof identifying or designating such property as a "Development Unit Parcel" has been approved by the governmental authority with jurisdiction thereof and has been filed Of Record.

(u) "Dwelling" shall mean and refer to any improved property intended for the use as a single-family detached dwelling or as a townhouse, condominium unit, or patio or cluster home, whether detached or attached, located within the Development.

(v) "Foreclosure" shall mean and refer to, without limitation, the judicial foreclosure of a Mortgage or the conveyance of secured property by a deed in lieu of a judicial foreclosure.

(w) "Intended for Use" shall mean and refer to the use intended for various parcels within the Property as shown on the Site Plan of the Property prepared by the Declarant, as the same may be revised from time to time by the Declarant, or the use to which any particular parcel of land is restricted by covenants expressly set forth or incorporated by reference in deeds by which the Declarant has conveyed the property.

(x) "Institutional Mortgage" shall mean and refer to a Mortgage held by a bank, trust company, insurance company, or other recognized lending institution, or by an institutional or governmental purchaser of mortgage loans in the secondary market, such as Federal National Mortgage Association or Federal Home Loan Mortgage Corporation.

(y) "Lease" shall mean and refer to any lease, sublease, or rental contract, whether oral or written.

(z) "Living Space" shall mean and refer to enclosed and covered areas within a Dwelling, exclusive of garages, carports, porches, terraces, balconies, decks, patios, courtyard, greenhouses, atriiums, bulk storage areas, attics, and basements.

(aa) "Lot" shall mean and refer to any unimproved portion of the Property upon which Dwelling Intended For Use as a single-family detached residence shall be constructed, as such Lot is shown on the Site Plan. A parcel of land shall be deemed unimproved and thus considered to be a Lot, rather than a Dwelling, until the improvements constructed thereon are sufficiently complete to reasonably permit habitation thereof. Upon such completion, such parcel and the improvements thereon shall collectively be considered to be a Dwelling for purposes of this Declaration.

(bb) "Master Association" shall mean and refer to the Wando Plantation Master Association, with respect to which the Association is a "Subordinate Association" pursuant to that certain Declaration of Covenants, Conditions and Restrictions for Wando Plantation Master Association filed Of Record in Book 225 at Page 183 and to which the Property is subject.

(cc) "Member" shall mean and refer to all those Owners who are Members of the Association as defined in Section 6.1<sup>5</sup>.

(dd) "Mortgage" shall mean and refer to a mortgage, security deed, deed of trust, installment lands sales contract, or other similar security instrument granting, creating, or conveying a lien upon, a security interest in, or a security title to a Lot, Dwelling, Multi-Family Tract, Commercial Site, Commercial Unit, Development Unit Parcel, or Unsubdivided Land.

(ee) "Mortgagee" shall mean and refer to the holder of a Mortgage.

(ff) "Multi-Family Tract" shall mean and refer to any unimproved parcel of land within the Property, Intended for Use as a site for a Neighborhood Area comprised of multi-family dwellings, including, without limitation, condominium regimes or apartments. A parcel of land shall not be deemed to be a "Multi-Family Tract" until such time as the exact metes and bounds of the site therefor have been surveyed and a plat thereof identifying or designating such property as a site for multi-family use have been approved by the governmental authority with jurisdiction thereof and has been filed Of Record and further shall be deemed unimproved until the improvements being constructed on said parcel are complete and subject to Assessment as herein provided.

(gg) "Neighborhood Area" shall mean and refer to any portion of the Property, separately developed and denominated by Declarant on the Site Plan therefor or in a Supplemental Declaration as a residential area comprised of one (1) or more housing types subject to this Declaration in which Owners of Lots or Dwellings therein, or the Occupants of any complex constructed within a Multi-Family Tract Intended for Use of Tenants, may have common interests other than those common to all Owners of the

Declaration, the Additional Property which may be added pursuant to Section 2.2<sup>6</sup>, or any portion thereof, together with all improvements thereon.

(oo) "Recreational Amenities" shall include such recreational facilities and improvements as are, from time to time, located within and a part of the Common Areas and the easement areas established pursuant to Section 5.8<sup>7</sup>, and as are specifically designated in writing by the Declarant and/or the Association as being Recreational Amenities, including such amenities as community docks, parks, swimming pools, tennis courts, lagoons, leisure trails, bike paths, and mini-farms or garden plots, and such other facilities and services as may be designated by the Declarant and/or the Association from time to time for the use and benefit of the Owners of Lots and Dwellings as set forth in Section 5.3<sup>8</sup>.

(pp) "Recreational Charges" shall mean and refer to all fees, rentals, costs, and other charges which are charged by or to an Owner with respect to his use or the use by his family, Tenants, or guests of the Recreational Amenities or for the purchase of services or goods provided or sold in connection with the Recreational Amenities.

(qq) "Site Plan" shall mean and refer to the Master Land Use Plan under the P.D.D., and all modifications, revisions and additions thereto. Further, "Site Plan" shall mean and refer to any subdivision plat of the Property or any portion of the Additional Property as may be submitted to the terms of this Declaration, and as may be placed Of record in furtherance of the development scheme represented by said Master Land Use Plan, as it exists from time to time.

(rr) "Supplemental Declaration" shall mean and refer to any amendment to these Covenants filed Of Record, which subjects Additional Property to these Covenants or which makes any changes hereto.

(ss) "Tenant" shall mean and refer to a Person holding a lease with an Owner of a Lot or Dwelling of twelve (12) months or more, or with respect to which there is a holding over on a month-to-month basis following the expiration of such minimum twelve (12) -month period.

(tt) "Unsubdivided Land" shall mean and refer to all land in the Property, and the Additional Property as may be subjected to this Declaration, which has not been subdivided into or designated as Lots, Neighborhood Areas, Multi-Family Tracts, Commercial Sites, or Development Unit Parcels, through metes and bounds subdivision plats filed Of Record and expressly declaring or labeling such portions of the Property for development as such uses. For the purposes of this Declaration, the following classifications of Property shall not be deemed "Unsubdivided Land" and shall be expressly excepted from the definition thereof:

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<sup>6</sup> See page 8.

<sup>7</sup> See page 32.

<sup>8</sup> See page 28.

(1) All lands committed to the Association through express written notification by the Declarant to the Association of intent to convey in any manner provided herein.

(2) All lands designated on the Site Plan as Intended for Use as outdoor recreation facilities; operating farms and/or animal pastures; woodland, marsh and swamp conservancies; places of worship; community, civic, and cultural clubs; libraries; nursery and other schools and instructional centers, medical centers, clinics, nursing care, rest and convalescent homes and charitable institutions.

(3) All lands below the mean high water mark.

## ARTICLE 2. THE GENERAL PLAN FOR RIVER TOWNE

2.1 Plan of Development of The Property. The Property shall initially contain one hundred five (105) Lots as shown on the Site Plan, and one Dwelling may be constructed on each such Lot. The Property shall also include the Common Areas, including Recreational Amenities, private roads, if any, utility systems, drainage systems, and other improvements serving the Lots and Dwellings, to the extent the same are from time to time denominated as such by Declarant on the Site Plan or in any deed, lease, use agreement of memorandum thereof filed Of Record, and are installed and existing. The dimensions of the Lots shall be shown on the Site Plan. All Lots within the Development shall be and are hereby restricted exclusively to single-family residential use and shall be subject to the standards and restrictions set forth in Article 4<sup>9</sup> hereof. Without the consent of any person, Declarant shall have the right, but not the obligation, for so long as Declarant has the right to appoint and remove any members or members of the Board of Directors or any officer or officers of the Association pursuant to Sections 10.1<sup>10</sup> and 13.1<sup>11</sup> to make improvements and changes to all Common Areas, Recreational Amenities, and to all such properties owned by Declarant, including, without limitation, (a) installation and maintenance of any improvements, (b) changes in the location of the boundaries of any such properties owned by Declarant, (c) installation and maintenance of any water, sewer, and other utility systems and facilities, and (d) installation of security and/or refuse facilities.

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

2.2.1 Additions By Declarant. During the period of development, which shall by definition extend from the date of this Declaration is filed Of Record to December 31, 2010, the Declarant shall have the right, without further consent of the Association to bring within the plan and operation of this Declaration, or to consent thereto, the whole or any portion of the property described in Exhibit "B" hereto, whether or not owned by the Declarant ("Additional Property"). Such property may be subjected to this Declaration as one parcel or as several smaller parcels at different times. The additions authorized under

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<sup>9</sup> See page 13.

<sup>10</sup> See Page 45.

<sup>11</sup> See Page 60.

this subsection shall be made by filing Of Record a Supplemental Declaration with respect to the Additional Property which shall extend the operation and effect of the covenants and restrictions of the Declaration to such Additional Property, and which, upon filing Of Record of a Supplemental Declaration, shall constitute a part of the Property.

(a) The Supplemental Declaration may contain such complementary additions and/or modifications of the covenants and restrictions contained in this Declaration as may be necessary or convenient, in the sole judgment of the Declarant to reflect the different character, if any, of the Additional Property subjected to, and as are not materially inconsistent with, this Declaration, but such modifications shall have no effect on the Property described in Section 2.1 above.

(b) The option reserved under this Section 2.2.1 may be exercised by Declarant only by the execution of a Supplemental Declaration filed Of Record, together with a revision of or an addition to the Site Plan showing the Additional Property or such portion or portions thereof as are being added to the Development by such amendment, as well as the Lots, Neighborhood Areas, Multi-Family Tracts, Commercial Sites, Development Unit Parcels, and/or Unsubdivided Land therein. Any such Supplemental Declaration shall expressly submit the Additional Property or such portion thereof to all or a portion of the provisions of this Declaration, as may be provided therein, and such other covenants, restrictions, conditions and easements as Declarant, in its sole discretion, shall determine.

2.2.2 Other Additions. Upon approval in writing of the Association pursuant to simple majority of the vote of those Members present, in person or by proxy, at a duly called meeting, the owner of any property who desires to add it to the plan of these covenants and to subject it to the jurisdiction of the Association, may file Of Record a Supplemental Declaration with respect to the property to be added, which shall extend the operation and effect of the covenants and restrictions of the Declaration to such property, thereafter constituting a part of the Property.

2.2.3 Additions By Merger. Upon merger or consolidation of the Association with another association, as provided for in the Bylaws of the Association, its property rights and obligations may, by operation of law, be transferred to another surviving or consolidated association, or in the alternative, the properties, rights, and obligations of another association may, by operation of law, be added to the properties of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated Association may administer the existing property, together with the covenants and restrictions established upon any other properties, as one plan. No merger or consolidation shall effect any revocation, change, or addition to the covenants established by this Declaration within the Property, including, without limitation, the maximum limits on Assessments and dues of the Association, or any other matter substantially affecting the interests of Members of the Association. Lands which become subject to this Declaration under the provisions of this Section 2.2.3 may in the future be referred to as a part of the Property.

2.3 Conveyances Of Common Areas. All parcels of land referred to herein which are denominated by Declarant as Common Areas shall be deeded, leased, or a use agreement with respect thereto shall be executed, by Declarant within two (2) years after the Declarant has completed improvements thereon, if such be required. Upon such conveyance, or upon completion of any improvements thereon by the Declarant, if such be required, such that the facility is functionally complete, the Association shall

immediately become responsible for all maintenance, operation and such additional construction of improvements as may be authorized by the Association's Board of Directors. It is the purpose of this provision to provide that the Association shall be responsible for all maintenance of Common Areas upon which all improvements required to be made by the Declarant have been completed, notwithstanding the fact that the Declarant is not obligated to deed, lease or execute a use agreement for such properties until two (2) years after such improvements have been completed thereon. Any such conveyance by the Declarant shall be conveyed subject to:

- (a) All restrictive covenants filed Of Record at the time of conveyance; and
- (b) All existing mortgages, provided, however, that in no event shall the Association be obligated to assume the payment of principal or interest on any such mortgages; and
- (c) The right of access of the Declarant, its successors and assigns, over and across such property; and
- (d) The right of the Declarant, its successors and assigns to approve all structures, construction, repairs, changes in elevation and topography and the location of any object (including vegetation) within the Common Areas prior to the commencement of such activities or location of any object therein;
- (e) All utilities and drainage easements; and
- (f) All reserved rights set forth in Section 2.1<sup>12</sup>.

The obligation to make payments of principal and interest in accordance with their due dates on all mortgages affecting property so conveyed to the Association shall continue to be the sole obligation of the Declarant. Notwithstanding anything in the foregoing to the contrary, the Declarant, its successors and assigns, shall not be required to so convey the Common Areas where such conveyance would be prohibited under agreements existing on the date of establishment of such Common Areas, but, in such case, Declarant shall be allowed to postpone such conveyance, without penalty, until such time as said prohibition may be nullified.

In consideration of the benefits accruing to the Association and to the Members under this Declaration and in consideration of the covenants and agreements of the Declarant hereunder, the Association hereby agrees to accept title to any property, or to any interest in property, now or hereafter conveyed to it pursuant to the terms and conditions of this Declaration. Upon the due recording of a deed, easement, lease or other instrument or memorandum of conveyance Of Record to the Association, title or such other interest in property conveyed shall vest in and to the Association without the necessity of any further act, deed or approval of any person, including the grantor, lessor and/or Association.

2.4 Neighborhood Areas. In the event that Declarant submits the Additional Property or any portion or portions thereof to the terms of this Declaration as Neighborhood Areas, whether composed of

Lots or a Multi-Family Tract, there may be established by Declarant, its successors or assigns, Neighborhood Associations limited to the Owners of Lots and Dwellings within the Neighborhood Areas located within such portion or portions of the Additional Property so submitted in order to promote their health, safety, and social welfare, as well as to provide for the maintenance of Dwellings, other improvements, and/or common elements owned by such Owners and/or such Neighborhood Associations, provided that such Owners shall also be Members of the Association and such Lots, Dwellings, and other improvements shall be subject to the terms of this Declaration as are imposed by the Supplemental Declaration with respect thereto. Such Neighborhood Areas may be subject to Neighborhood Declarations which impose covenants and restrictions which are in addition to, but not in abrogation or substitution of, those imposed hereby and applicable thereto, and such Neighborhood Associations may levy additional Assessments and make and enforce supplementary covenants, restrictions, rules, and regulations with respect to such Neighborhood Areas.

2.5 Commercial Sites. In the event that Declarant submits the Additional Property or any portion or portions thereof to the terms of this Declaration as Commercial Sites, there may be established by Declarant, its successors or assigns, Commercial Associations limited to the Owners of Commercial Units within the Commercial Sites located within such portion or portions of the Additional Property so submitted in order to promote their health, safety, and social welfare, as well as to provide for the maintenance of Commercial Units, other improvements, and/or common elements owned by such Owners and/or such Commercial Associations, provided that such Owners shall also be Members of the Association and such Commercial Units, and other improvements, shall be subject to the terms of this Declaration as are imposed by the Supplemental Declaration with respect thereto. Such Commercial Sites may be subject to Commercial Declarations which impose covenants and restrictions which are in addition to, but not in abrogation or substitution of, those imposed hereby and applicable thereto, and such Commercial Associations may levy additional Assessments and make and enforce supplementary covenants, restrictions, rules, and regulations with respect to such Commercial Sites.

2.6 Development Unit Parcels. In the event that Declarant submits the Additional Property or any portion or portions thereof to the terms of this Declaration as Development Unit Parcels, there may be established by Declarant, its successors or assigns, restrictions as to the maximum number and type of improvements which may be developed or constructed thereon, and as shall be permitted in accordance with the zoning ordinances therefor and the terms and conditions hereof, and such other declarations, covenants and restrictions as shall promote the general health, safety, and social welfare, and provide for the maintenance of improvements and/or common elements to be located thereon. Upon the further division of a Development Unit Parcel into one or more Lots, Dwellings, Neighborhood Areas, Multi-Family Tracts, Commercial Sites or Commercial Units, as permitted by ordinance and the declarations, covenants, restrictions, maximum density and permitted building type established by Declarant, the subject property shall lose its character as a Development Unit Parcel and shall thereafter constitute the type or types of property permitted hereunder and into which it was so further divided.

2.7 Owner's Interest Subject to Plan of Development. Every purchaser of a Lot, Dwelling, Multi-Family Tract, Commercial Site, Commercial Unit or Development Unit Parcel shall purchase such property, and every Mortgagee and lienholder holding an interest therein shall take title, or hold such security interest with respect thereto, with notice of Declarant's development rights as to the Additional Property as herein set forth, and Declarant shall have and does hereby specifically reserve the right to add the Additional

Property or any portion or portions thereof to the Development as hereinabove provided, and, with respect to each Lot, Dwelling, Multi-Family Tract, Commercial Site, Commercial Unit, and Development Unit Parcel located within the Additional Property, to convey to the purchaser thereof the title thereto and its appurtenant membership and voting rights in the Association. Any provision of this Declaration to the contrary notwithstanding, the provisions of the foregoing may not be abrogated, modified, rescinded, supplemented, or amended in whole or in part without the prior written consent of Declarant.

### ARTICLE 3. PLAN OF DEVELOPMENT OF CONTIGUOUS RIVER FRONT AND MARSH

3.1 Docks and Bulkheads. Owners of Lots fronting on the Wando River or any creek within the Development accessing the Wando River may be permitted to erect docks (and bulkheads where appropriate in the discretion of the Declarant) upon their Lots and the adjacent property located between the outer boundary of their Lots and the high water mark of contiguous navigable waters upon complying with the following terms and conditions:

3.1.1 Plans and Specifications: Siting. Complete plans and specifications including, color or finish must be submitted to the Architectural Review Board in writing for approval in accordance with Article 4<sup>13</sup>, and must conform to the architectural standards therefor adopted by the Architectural Review Board, including, but not limited to, requirements concerning permitted lighting, maximum lengths, square footage, slopes, and other matters which may apply to the aesthetics of such construction of docks on the Wando River and contiguous creeks. Docks shall only be constructed over or along the a Lot and its adjacent marsh and abutting waters within the area contiguous to said Lot and within such area established therefor by the Architectural Review Board pursuant to such approvals of the Office of Ocean and Coastal Resource Management of the South Carolina Department of Health and Environmental Control ("OCRMC"), formerly the South Carolina Coastal Council, with regard to any applicable Dock Corridor Master Plan for River Towne (a copy of which is maintained at the offices of the Declarant).

3.1.2 Architectural Approval of Docks. Written approval of the Architectural Review Board to such plans and specifications must be secured, the Architectural Review Board being granted the right in its uncontrolled discretion to disapprove such plans and specifications on any grounds, including purely aesthetic reasons.

3.1.3 Agency Approval of Docks: Dock Permit. Owners shall comply with all applicable governmental regulations, laws and ordinances for obtaining approval from agencies having approval authority. No representation is made by Declarant that any such agency approval will be granted, nor shall any such representation be inferred from the matters set forth herein. Any applicable Dock Corridor Master Plan for River Towne and the establishment of Dock Corridor Lines thereon are intended solely as a means to promote Declarant's plan of development to maintain and enhance responsible conservation and recreational opportunities, and do not constitute a covenant, guaranty or warranty to any Owner that required agency approval will be granted. Declarant reserves the right to adjust any applicable Dock Corridor Line now or hereafter established if such adjustment is deemed by Declarant to be warranted to give full effect to its development plan.

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See page 13.

3.1.4 Alteration of Docks. Any alterations of the plans and specifications or of the completed structure must also be submitted to the Architectural Review Board in writing and the Architectural Review Board's approval in writing must be similarly secured prior to construction, the Architectural Review Board being granted the same rights to disapprove alterations as it retains for disapproving the original structures.

3.2 Maintenance of Docks. All Owners who construct, or cause to be constructed, docks as herein provided, must maintain said structures in good repair and keep the same safe, clean and orderly in appearance at all times, and further agree to paint or otherwise treat with preservatives all wood or metal located above the high water mark; exclusive of pilings, and to maintain such paint or preservatives in an attractive manner. The Architectural Review Board shall be the judge as to whether the docks are safe, clean, orderly in appearance, and properly painted or preserved in accordance with reasonable standards, and where the Architectural Review Board notifies the particular Owner in writing that said dock fails to meet acceptable standards, said Owner shall thereupon remedy such conditions within thirty (30) days to the satisfaction of the Architectural Review Board, and that failing to so remedy such conditions, the Owners hereby covenant and agree that the Architectural Review Board may make the necessary repairs, but is not obligated to make such repairs or take such actions as will bring said dock up to acceptable standards, all such repairs and actions to be at the sole expense of the Lot Owner in question.

3.3 OCRM Critical Line Setback. Each Owner is placed on notice that there shall be setbacks adjacent to all OCRM Critical Lines within which no permanent structures shall be constructed and within which a natural buffer shall be maintained, such setbacks being imposed by the Town of Mount Pleasant, OCRM, or the Architectural Review Board. It shall be the responsibility of each Owner to determine the then existing setback requirement prior to undertaking any planning of improvements to be submitted to the Architectural Review Board. Upon approval of the Architectural Review Board, and subject to conforming to all governmental ordinances and permits, if permitted at all, selective clearing of shrubbery, ground cover, and trees less than six (6") inches in diameter at a height of four and one-half (4½') feet above the ground level, and the construction of docks and bulkheads, in accordance with Section 3.1 above, shall be permitted within the Critical Line setback area.

#### ARTICLE 4. ARCHITECTURAL STANDARDS AND USE RESTRICTIONS

4.1 Purpose. In order to preserve the natural setting and beauty of the Development, to establish and preserve a harmonious and aesthetically pleasing design for the Development, and to protect and promote the value of the Development, the Lots, Dwellings, Neighborhood Areas, Multi-Family Tracts, Commercial Sites, Commercial Units and Development Unit Parcels, all improvements located therein or thereon shall be subject to the restrictions set forth in this Article 4. Every grantee of any interest in the Development, by acceptance of a deed or other conveyance of such interest, agrees to be bound by the provisions of this Article 4.

4.2 Architectural Review Board. The Declarant shall establish an Architectural Review Board which shall consist of not more than five (5) nor less than three (3) members. The regular term of office for each member shall be one year. Any member appointed by the Declarant may be removed with or without cause by the Declarant at any time by written notice to such appointee; and a successor or successors

appointed to fill such vacancy shall serve the remainder of the term of the former member. Notwithstanding the foregoing to the contrary, any member appointed to the Architectural Review Board by the Board of Directors upon assignment to the Association of the whole or any portion of Architectural Review Board functions pursuant to Section 4.2.1 below shall be subject to the prior approval of Declarant until that date which is three (3) years from and after the date on which Declarant's right to appoint and remove any member or members of the Board of Directors or any officer or officers of the Association pursuant to Sections 10.1<sup>14</sup> and 13.1<sup>15</sup> is terminated. The Architectural Review Board shall elect a chairman and he, or in his absence, the vice chairman, shall be the presiding officer at its meetings. The Architectural Review Board shall meet at least once in each calendar month, as well as upon call of the chairman, and all meetings shall be held at such places as may be designated by the chairman. Three (3) members shall constitute a quorum for the transaction of business, and the affirmative vote of a majority of those present in person or by proxy at a meeting of the Architectural Review Board shall constitute the action of the Architectural Review Board on any matter before it. The Architectural Review Board is authorized to retain the services of consulting architects, landscape architects, urban designers, engineers, inspectors, and/or attorneys in order to advise and assist the Architectural Review Board in performing its functions set forth herein.

4.2.1 Right to Assign Architectural Review Board Functions to the Association. The Declarant reserves the right to assign to the Association, at its sole discretion, the whole or any portion of its rights reserved in this Declaration which are exercisable by the Architectural Review Board. The Association hereby agrees to accept the assignment of these rights without the necessity of any further action by it.

4.3 Permitted Improvements. No improvements of any nature whatsoever shall be constructed, altered, added to, or maintained upon any part of the Development, except (a) improvements which are constructed by Declarant, (b) such improvements as are approved by the Architectural Review Board in accordance with this Article 4, or (c) improvements which pursuant to this Article 4 do not require the consent of the Architectural Review Board.

4.4 Construction of Improvements.

4.4.1 Siting of Improvements: Setbacks. Since the establishment of standard, inflexible building setback lines for the location of structures tend to force construction of such buildings both directly behind and directly to the side of each other with detrimental effects on privacy, views, preservation of important trees, etc., no specific setback lines are established by this Declaration, except as otherwise provided in this Declaration or as may be required by the establishment of easements within the Property. In order to assure, however, that location of structures will be staggered where practical and appropriate so that the maximum amount of view and breeze will be available thereto, that the structures will be located with regard to ecological constraints and topography, taking into consideration the elevations, the location of large trees and similar considerations, the Declarant, through the Architectural Review Board, reserves unto itself, its successors and assigns, the right to control absolutely and solely to decide the precise site and location of any building or other structure upon all properties within the Development. Provided, however,

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<sup>14</sup> See page 45.

<sup>15</sup> See page 60.

that such location shall be determined only after reasonable opportunity is afforded the Owner to recommend a specific site and provided further, that in the event an agreed location is stipulated in writing by Declarant, the Architectural Review Board shall approve automatically such location. Anything contained herein to the contrary notwithstanding, in the event Declarant creates any setback lines elsewhere in this Declaration, in the Site Plan, in any Supplemental Declaration, or other writing signed by Declarant, or in the P.D.D., then, in that event, all buildings, structures, or other improvements on or with respect to any Lot, Dwelling, Neighborhood Area, Multi-Family Tract, Commercial Site or Commercial Unit covered thereby shall be located only within the setback lines so specified, provided that the Architectural Review Board shall be empowered to grant variances with respect to such setback lines if so permitted in any such provision of this Declaration, the Site Plan, Supplemental Declaration, or other writing of Declarant; and provided further, however, the Site Plan, Supplemental Declaration, other writing of the Declarant, or the Architectural Review Board may establish more, but not less, restrictive setbacks than may be established in the P.D.D.

4.4.2 Time of Construction Activities. No construction of improvements on any Lots, Dwellings, Neighborhood Areas, Multi-Family Tracts, Commercial Sites, Commercial Units, or Development Unit Parcels shall be undertaken or conducted on any Saturdays, Sundays, or holidays as established by the Architectural Review Board, except for (a) construction activities of Declarant, (b) emergency situations involving the potential loss, injury, or damage to persons or property, and (c) as otherwise permitted by the Architectural Review Board.

4.4.3 Contractor Bonds and Deposit: Construction Completion. The Architectural Review Board, in its sole discretion, may require that any contractor and/or subcontractor for any planned improvements within the Development post payment and/or performance bonds with the Architectural Review Board to assure that such contractor or subcontractor shall satisfactorily complete such improvements, such bonds to be in the name of the Architectural Review Board and to be in form and amount satisfactory to the Architectural Review Board. Furthermore, the Architectural Review Board, in its sole discretion, may require that an Owner deposit with the Architectural Review Board a sum of no more than \$2,500.00 in order to assure the completion of all improvements, including landscaping, within the time periods provided in this Section 4.4 and in Section 4.6<sup>16</sup> hereof, and to pay or defray the cost of any unrepaired damage done to Common Areas, including roadways, as a result of said work. The exterior of any improvement permitted by this Declaration shall be completed within one year after the construction of same shall have been commenced, except where the Architectural Review Board allows for an extension of time because such completion within such time is impossible or would result in great hardship to the Owner or builder thereof due to strikes, national emergencies, fires, floods, lightning, earthquakes, or other casualties. In the event that such improvements or landscaping are not completed within the provided periods, the Architectural Review Board shall be entitled to collect on or enforce any payment or performance bonds required hereunder so as to ensure the proper completion of any such improvements. Furthermore, the Architectural Review Board shall be entitled to retain any sums so deposited as a penalty for such failure to complete or repair, and such sums shall be retained as the property of the Declarant. Any such sums so deposited shall, at the discretion of the Architectural Review Board, be invested so as to earn interest, and any interest earned thereon shall be the sole property of the Declarant. The retention of any of the deposit by the Architectural Review Board shall not excuse the Owner of responsibility to complete the construction and landscaping, at Owner's cost, in accordance with the plans and specifications approved by

the Architectural Review Board, or to pay the cost of any required repair to Common Areas as further set forth in Section 7.2.2<sup>17</sup> hereof.

4.4.4 Temporary Structures. No structure of a temporary character shall be placed upon any property subject to this Declaration at any time, provided, however, that this prohibition shall not apply to Declarant's sales and construction activities pursuant to Section 4.21<sup>18</sup>, or to shelters or temporary structures used by the contractor during construction of permanent structures, it being clearly understood that these latter temporary shelters may not, at any time, be used as residences or permitted to remain on the subject property after completion of construction. The design and color of structures temporarily placed by contractor shall be subject to reasonable aesthetic control by the Architectural Review Board. The provisions of this Section 4.4.4 shall not prohibit the erection of temporary structures for social functions as may be permitted by rules and regulations promulgated by the Architectural Review Board

4.4.5 Construction Debris. During the continuance of construction by an Owner, such Owner shall require its contractors to maintain the property upon which such work is being done in a reasonably clean and uncluttered condition and, to the extent possible, all construction trash and debris shall be kept within refuse containers. Upon completion of construction, such Owner shall cause its contractors to immediately remove all equipment, tools, and construction material and debris from the property on which such construction has been completed.

4.4.6 Occupancy. Dwellings may not be temporarily or permanently occupied until proper and suitable provision has been made for the disposal of sewage by connection with sewer mains, the construction of the Dwelling has been completed, and a certificate of occupancy has been issued by both the Architectural Review Board and by the political subdivision with jurisdiction thereof.

4.5 Architectural Approval. To preserve the architectural and aesthetic appearance of the Development, no construction of improvements of any nature whatsoever shall be commenced or maintained by the Association or any Owner, other than Declarant, with respect to the construction or exterior of any improvement, structure, Dwelling or Commercial Unit or with respect to any other portion of the Development, including, without limitation, the construction or installation of sidewalks, driveways, parking lots, mail boxes, decks, patios, courtyards, swimming pools, tennis courts, greenhouses, playhouses, awnings, walls, fences, docks, wharves, bulkheads, boat slips, exterior lights, garages, guest or servants' quarters, or other outbuildings, nor shall any exterior addition to or change or alteration therein be made (including, without limitation, painting or staining of any exterior surface), unless and until two (2) copies of the plans and specifications and related data (including, if required by the Architectural Review Board, a survey showing the location of trees of six (6) inches in diameter at a height of four and one-half (4½) feet above the ground level and other significant vegetation on such property) showing the nature, color, type, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to the harmony of external design, location, and appearance in relation to surrounding structures and topography by the Architectural Review Board. One copy of such plans, specifications, and related data so submitted shall be retained in the records of the Architectural Review Board, and the other copy shall be

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<sup>17</sup> See page 40.

<sup>18</sup> See page 23.

returned to the Owner marked "approved" or "disapproved". The Architectural Review Board shall establish a fee sufficient to cover the expense of reviewing plans and related data and to compensate any consulting architects, landscape architects, urban designers, inspectors, or attorneys retained in accordance with the terms hereof. The fee initially established for such review shall be \$250.00 for each submission, and the Architectural Review Board shall have the right to increase this amount from time to time. For purposes of such review, if the Architectural Review Board determines, in its sole discretion, that an Owner has failed to follow the standards of the Board, it may give notice to the Owner that if the Board is required to take up any additional time following its review to take place after such notice, then such later additional time shall be deemed a new submission requiring payment of another review fee as a condition to its taking such additional time. The Architectural Review Board shall not be limited in the number of such notices it may give or the number of such additional review fees it may collect as a result of Owner's continued failure to follow the standards. Notwithstanding the foregoing requirement of architectural review, an Owner of any enclosed Dwelling, Commercial Unit, or other building or structure may make interior improvements and alterations therein without the necessity of approval or review by the Architectural Review Board; provided, however, such approval shall be required if such interior improvements are made within any garage, underneath parking area or similar area plainly within view of adjacent properties. The Architectural Review Board shall have the sole discretion to determine whether plans and specifications submitted for approval are acceptable to the Association. In connection with approval rights and to prevent excessive drainage or surface water run-off, the Architectural Review Board shall have the right to establish a maximum percentage of a property which may be covered by Dwellings, Commercial Units, buildings, structures, or other improvements, which standards shall be promulgated on the basis of topography, percolation rate of the soil, soil types and conditions, vegetation cover, and other environmental factors. Following approval of any plans and specifications by the Architectural Review Board, representatives of the Architectural Review Board shall have the right during reasonable hours to enter upon and inspect any property or improvements with respect to which construction is underway within the Development to determine whether or not the plans and specifications thereof have been approved and are being complied with. In the event the Architectural Review Board shall determine that such plans and specifications have not been approved or are not being complied with, the Architectural Review Board shall be entitled to enjoin further construction and to require the removal or correction of any work in place which does not comply with approved plans and specifications. In the event the Architectural Review Board fails to approve or disapprove in writing any proposed plans and specifications within forty-five (45) days after such plans and specifications shall have been submitted, such plans and specifications will be deemed to have been expressly approved. Upon approval of plans and specifications, no further approval under this Article 4 shall be required with respect thereto, unless such construction has not substantially commenced within six (6) months of the approval of such plans and specifications (e.g. clearing and grading, pouring of footings, etc.) or unless such plans and specifications are materially altered or changed. Refusal of approval of plans and specifications may be based by the Architectural Review Board upon any ground which is consistent with the objects and purposes of this Declaration, including purely aesthetic considerations, so long as such grounds are not arbitrary or capricious.

4.6 Landscaping Approval. To preserve the aesthetic appearance of the Development, no landscaping, grading, excavation, or filling of any nature whatsoever shall be implemented and installed by the Association or any Owner, other than Declarant, unless and until the plans therefor have been submitted to and approved in writing by the Architectural Review Board. The provisions of Section 4.5 regarding time for approval of plans, right to inspect, right to enjoin and/or require removal, etc. shall also be applicable

to any proposed landscaping, clearing, grading, excavation, or filling. Such plans shall include a calculation of the ratio of the area to be covered by grass lawns versus the area to be left in a natural state, and the Architectural Review Board shall be entitled to promulgate standards with respect to such ratios. Furthermore, without the consent of the Architectural Review Board, no hedge or shrubbery planting which obstructs sight-lines at elevations between two (2) and six (6) feet above streets and roadways within the Development shall be placed or permitted to remain on any property within the triangular area formed by the street property lines and a line connecting such lines at points fifteen (15) feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the extended street property lines. The same sight-line limitations shall apply to any property subject to this Declaration within ten (10) feet from the intersection of a street property line with the edge of a driveway. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight-lines or unless otherwise consented to by the Architectural Review Board. Unless located within the (10) feet of a building or a recreational or parking facility, no Owner, other than Declarant, shall be entitled to cut, remove, or mutilate any trees, shrubs, bushes, or other vegetation having a trunk diameter of six (6) inches or more at a point of four and one-half (4½) feet above the ground level, or other significant vegetation as designated, from time to time, by the Architectural Review Board, without obtaining the prior approval of the Architectural Review Board, provided that dead or diseased trees which are inspected and certified as dead or diseased by the Architectural Review Board or its representatives, as well as other dead or diseased shrubs, bushes, or other vegetation, shall be cut and removed promptly from any property by the Owner thereof. All of the landscaping within a Lot must be completed within ninety (90) days of occupancy or substantial completion of the Dwelling, whichever date shall first occur. All landscaping within Common Areas, Neighborhood Areas, Multi-Family Tracts or Commercial Sites must be completed within ninety (90) days of occupancy or substantial completion of the first Dwelling within such Neighborhood Area or Multi-Family Tract, or first Commercial Unit within such Commercial Site, or first structure within a Common Area, whichever date shall first occur.

4.6.1 Applicable Tree Ordinances. Anything contained herein to the contrary notwithstanding, the limitations herein provided are in addition to, and not substitutions for, the ordinances, rules, regulations, and conditions of any political subdivision of the State of South Carolina with jurisdiction of the cutting and removal of trees.

4.7 Approval Not a Guarantee. No approval of plans and specifications and no publication of architectural standards shall be construed as representing or implying that such plans, specifications, or standards will, if followed, result in properly designed improvements. Such approvals and standards shall in no event be construed as representing or guaranteeing that any Dwelling, Commercial Unit or other improvement built in accordance therewith will be built in a good and workmanlike manner. Neither Declarant, the Association, nor the Architectural Review Board shall be responsible or liable for any defects in any plans or specifications submitted, revised, or approved pursuant to the terms of this Article 4, nor any defects in construction undertaken pursuant to such plans and specifications.

4.8 Building Restrictions. Except as may be otherwise set forth in this Declaration, in the Site Plan, in any Supplemental Declaration, in any agreement with Declarant, or by specific deed restriction, the following building restrictions shall apply with respect to the properties subject to this Declaration:

4.8.1 Number of Buildings on Lots. On a Lot no structure shall be constructed other than one (1) detached single-family Dwelling and one (1) small one-story accessory building, which may include a detached private garage and/or servant's quarter, provided the use of such dwelling or accessory building does not overcrowd the site and provided further, that such building is not used for any activity normally conducted as a business. Such accessory buildings may not be constructed prior to the construction of the main building. A guest suite or like facility without a kitchen may be included as part of the main dwelling or accessory building, but said suite may not be rented or leased except as part of the entire premises including the main dwelling.

4.8.2 Square Footage Requirements. All Dwellings constructed on Lots shall have a minimum of two thousand (2,000) square feet of Living Space. Declarant reserves the right to modify, amend or change the within square footage requirement as it may apply to any Lot or Dwelling within the Additional Property and upon the filing of a Supplemental Declaration Of Record; provided, however, upon the failure of Declarant to make specific provision for a minimum square footage of Living Space in any such Supplemental Declaration, the foregoing restriction shall apply to any Dwelling constructed upon a Lot within such Additional Property. There shall be no minimum square footage requirements with respect to a Dwelling or Commercial Unit or other structure constructed within a Multi-Family Tract or Commercial Site except as may be specifically provided in a Supplemental Declaration filed Of Record with respect thereto.

4.8.3 Other Requirement of Residences. In addition, all residential structures constructed on a Lot shall be designed and constructed in compliance with the requirements of the Building Code of the Town of Mount Pleasant, and/or such other political subdivision with jurisdiction thereof, related to construction in flood hazard areas.

4.9 Service Yards. Each Commercial Association, and each Owner of a multi-family building or single-family Dwelling shall provide visually-screened areas to serve as service yards in which garbage receptacles, fuel tanks, gas and electric meters, supplies, and equipment which are stored outside by such must be placed or stored in order to conceal them from view from roads and adjacent properties. Any such visual barrier shall be a least six (6) feet high and may consist of either fencing or landscaping and planting which is approved by the Architectural Review Board in accordance with the architectural standards adopted therefor.

4.10 Use of Lots and Dwellings. Except as permitted by Section 4.21<sup>19</sup>, each Lot and Dwelling shall be used for residential purposes only, and no trade or business of any kind may be carried on therein. The use of a portion of a Dwelling as an office by an Owner or his Tenant shall not be considered to be a violation of this covenant if such use does not create regular customer, client, or employee traffic; provided that in no event shall any Lot or Dwelling be used as the office of or storage area for any building contractor, real estate developer or real estate broker, except as may be on a temporary basis, with the express written consent of the Architectural Review Board, and in accordance with reasonable rules and regulations promulgated by the Architectural Review Board. Furthermore, the operation of the Recreational Amenities, including, without limitation, the charging and collecting of rentals, fees and charges in accordance with this Declaration shall be expressly permitted within the Development and shall not be deemed to be a violation

of the terms of this Section 4.10. Lease or rental of a Dwelling for residential purposes shall also not be considered to be a violation of this covenant so long as the lease (a) is for not less than the entire Dwelling and all the improvements thereon, and (b) is otherwise in compliance with rules and regulations as may be promulgated and published from time to time by the Declarant and the Architectural Review Board. All leases or rental agreements shall be required to be in writing, and upon request, the Owner shall provide the Declarant and Architectural Review Board with copies of such lease or rental agreement. Any renter, lessee or Tenant shall in all respects be subject to the terms and conditions of this Declaration and the rules and regulations adopted hereunder.

4.11 Boats and Watercraft. No persons shall be entitled to live or reside on any yacht, boat, or other watercraft from time to time docked, moored, or otherwise located within the Development, provided that the Board of Directors may establish rules and regulations permitting the temporary occupancy of any such yachts, boats, or other watercraft in any lake, lagoon, pond, creek, river, or other body of water within or adjacent to the Development. No such temporary occupancy shall be permitted except in accordance with the express terms and conditions of any such rules and regulations of the Board of Directors, which it may or may not promulgate in its sole and exclusive discretion. Furthermore, Owners and their Tenants shall not be entitled to lease or rent any boat slips, or wharf, dock, or bulkhead space adjacent to their or its property, to Persons other than Owners or their Tenants, without obtaining the prior approval of the Declarant and the Architectural Review Board.

4.12 Exterior Appearance. No chainlink fences shall be permitted within the Development, except with regard to maintenance areas within the Common Areas. Also, any unenclosed garages or carports must be adequately screened from street views. Further, no foil or other reflective materials shall be used on any windows for sunscreens, blinds, shades, or other purpose, except as specifically permitted by the Architectural Review Board, nor shall any window-mounted heating or air-conditioning units be permitted. Except within screened service yards, outside clotheslines or other outside facilities for drying or airing clothes are specifically prohibited and shall not be erected, placed, or maintained, nor shall any clothing, rugs, or other item be hung on any railing, fence, hedge, or wall.

4.13 Signs. Except as may be required by legal proceedings, no signs or advertising posters of any kind, including "For Rent," "For Sale," and other similar signs erected by Owners, the Association, or any agent, broker, contractor or subcontractor thereof, shall be maintained or permitted within any windows or on the exterior of any improvements or on any unimproved portion of property located within the Development, without the express written permission of the Architectural Review Board. The approval of any signs and posters, including, without limitation, name and address signs, shall be upon such conditions as may be from time to time determined by the Architectural Review Board and may be arbitrarily withheld. Notwithstanding the foregoing, the restrictions of this Section 10.13 shall not apply to Declarant. In addition, the Board of Directors, on behalf of the Association, shall have the right to erect reasonable and appropriate signs on any portion of the Common Areas and within those easement areas established in Section 5.8<sup>20</sup> hereof and in accordance with architectural standards adopted therefor by the Architectural Review Board.

4.14 Lights. The design and location of all exterior lighting fixtures shall be subject to the approval of the Architectural Review Board. Neither these nor any other illumination devices, including, but not limited to, Christmas ornaments, located anywhere on the structures or grounds of any Property shall be located, directed, or of such intensity to affect adversely, in the sole discretion of the Architectural Review Board, the night-time environment of any adjoining property.

4.15 Antennas. No television antenna, radio receiver, or other similar device shall be attached to or installed on any portion of the Development, unless contained entirely within the interior of a building or other structure or screened from view in accordance with architectural standards adopted therefor by the Architectural Review Board, nor shall radio or television signals, nor any other form of electromagnetic radiation, be permitted to originate from any property within the Development which may unreasonably interfere with the reception of television or radio signals within the Development; provided, however, that Declarant and the Association, and their assigns, shall not be prohibited from installing equipment necessary for master antenna, security, cable television, mobile radio, or other similar systems within the Development.

4.16 Security Systems. In the event that either Declarant or the Association shall install a central security system within the Development, or in the event Declarant grants to a third-party supplier the right to install same, with the capability of providing security services to each Dwelling and Commercial Unit within the Development, then no Owner shall be entitled to install or maintain any alternative security systems within a Dwelling or Commercial Unit, other than security systems which are appurtenant to and connected with such central security system, without obtaining the prior written consent and approval of the Declarant, so long as Declarant has the right to appoint and remove any member or members of the Board of Directors or any officer or officers of the Association pursuant to Sections 10.1<sup>21</sup> and 13.1<sup>22</sup>, and thereafter the Board of Directors.

4.17 Water Wells and Septic Tanks. Subject to the terms of Section 5.13<sup>23</sup>, no private water wells or septic tanks may be drilled, installed or maintained on any of the Development. Shallow well pumps may be authorized by the Architectural Review Board for lawn and garden use if tests indicate water is satisfactory.

4.18 Pets. No animals, livestock, birds, or poultry of any kind shall be raised, bred, or kept by any Owner upon any portion of the Development, provided that a reasonable number of generally recognized house pets may be kept in Dwellings, subject to rules and regulations adopted by the Association, through its Board of Directors, and further provided that such pet or pets are kept or maintained solely as domestic pets and not for any commercial purpose. No pet shall be allowed to make an unreasonable amount of noise or to become a nuisance. No structure for the care, housing, or confinement of any pet shall be constructed or maintained on any part of the Common Areas. Pets shall be under leash at all times when walked or exercised in any portion of the Common Areas, and the Owner of such pet shall immediately remove the same. Upon the written request of any Owner, the Board of Directors may conclusively determine, in its

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21        See page 45.

22        See page 60.

23        See page 34.

sole and absolute discretion, whether, for purposes of this Section 4.18, a particular pet is a generally recognized house pet or such pet is a nuisance, and the Board shall have the right to require the owner of a particular pet to remove such pet from the Development if such pet is found to be a nuisance or to be in violation of these restrictions. The Board of Directors shall have the further right, subject to Section 12.2<sup>24</sup>, to fine any Owner (in an amount not to exceed \$50.00 per violation) for the violation of these pet restrictions by such Owner or an Occupant of his Dwelling, and an Owner shall be liable to the Association for the cost of repair of any damage to the Common Areas caused by the pet of such Owner or of an occupant of such Owner's Dwelling. Any such fine or cost of repair shall be added to and become a part of that portion of any Assessment next coming due to which such Dwelling and its Owner are subject.

4.19 Nuisances. No rubbish or debris of any kind shall be dumped, placed, or permitted to accumulate upon any portion of the Development, nor shall any nuisance or odors be permitted to exist or operate upon or arise from the Development, so as to render any portion thereof unsanitary, unsightly, offensive, or detrimental to persons using or occupying any other portions of the Development. Noxious or offensive activities shall not be carried on in any part of the Development, and the Association and each Owner, his family, Tenants, guests, invitees, servants, and agents shall refrain from any act or use which could cause disorderly, unsightly, or unkempt conditions, or which could cause embarrassment, discomfort, annoyance, or nuisance to the occupants of other portions of the Development or which could result in a cancellation of any insurance for any portion of the Development, or which would be in violation of any law or governmental code or regulation. Without limiting the generality of the foregoing provisions, no exterior speakers, horns, whistles, bells, or other sound devices, except security and fire alarm devices used exclusively for such purposes, shall be located, used, or placed within the Development, or except as may be permitted pursuant to terms, conditions, rules and regulations adopted therefor by the Architectural Review Board. Any Owner, or his family, Tenants, guests, invitees, servants, or agents, who dumps or places any trash or debris upon any portion of the Development shall be liable to the Association for the actual costs of removal thereof or the sum of \$25.00, whichever is greater, and such sum shall be added to and become a part of that portion of any Assessment next becoming due to which such Owner and his property are subject.

4.20 Motor Vehicles, Trailers, Boats, Etc. Each Owner shall provide for parking of automobiles off street and roads within the Development. There shall be no outside storage or parking upon any portion of the Development of any mobile home, trailer (either with or without wheels), motor home, tractor, truck (other than pick-up trucks), commercial vehicles of any type, camper, motorized camper or trailer, boat or other watercraft (other than in boat slips, or other docking facilities), boat trailer, motorcycle, motorized bicycle, motorized go-cart, or any other related forms of transportation devices, except if adequately screened from view or otherwise permitted in writing by the Declarant. Furthermore, although not expressly prohibited hereby, the Architectural Review Board may at any time prohibit mobile homes, motor homes, campers, trailers of any kind, or any of them, from being kept, placed, stored, maintained, or operated upon any portion of the Development if in the opinion of the Architectural Review Board such prohibition shall be in the best interests of the Development. No Owners or other Occupants of any portion of the Development shall repair or restore any vehicle of any kind upon or within a property subject to this Declaration except (a) within enclosed garages or workshops, or (b) for emergency repairs, and then only to the extent necessary to enable the movement thereof to a proper repair facility.

4.21 Sales and Construction Activities of Declarant. Notwithstanding any provisions or restrictions contained in this Declaration to the contrary, it shall be expressly permissible for Declarant and its agents, employees, successors, and assigns to maintain and carry on such facilities and activities as may be reasonable required, convenient, or incidental to the completion, improvement, and sale of the whole or any portion of the Property and the Additional Property, including, without limitation, the installation and operation of sales and construction trailers and offices, signs and model Dwellings and Commercial Units, provided that the location of any construction trailers of any assignees of Declarant's rights under this Section 4.21 shall be subject to Declarant's approval. The right of Declarant to maintain and carry on such facilities and activities shall include specifically the right to use Dwellings as model residences, and to use any Dwelling as an office for the sale of Lots and/or Dwellings and for related activities.

4.22 Multiple Ownership. No Lot or Dwelling may be owned by more than four (4) Owners at any one time. For the purposes of this restriction, a married couple constitutes a single Owner. Furthermore, the Property subject to this Declaration, including any improvements thereon or to be built thereon, shall not be used for or subject to any type of Vacation Time Sharing Plan or Vacation Multiple Ownership Plan as defined by the 1976 Code of Laws for the State of South Carolina, as amended, Section 27-32-10, et. seq., or any subsequent laws of this State dealing with that or similar type of ownership without the prior written consent of the Declarant, for so long as Declarant has the right to appoint and remove any member or members of the Board of Directors or any officer or officers of the Association pursuant to Sections 10.1<sup>25</sup> and 13.1<sup>26</sup>, and thereafter without the prior written consent of the Board of Directors. In the event consent is granted for any ownership under a Vacation Time Sharing Plan, Vacation Multiple Ownership Plan, or similar type ownership, the Declarant or the Board of Directors, as the case may be, shall have the right to amend this Declaration in any respect to take into account the nature of such ownership, including, but not limited to, provision for access and use of any Recreational Amenities under Section 5.3<sup>27</sup>, provision for Member voting under Section 6.2<sup>28</sup>, and provision for Assessments under Article 11<sup>29</sup>. Notwithstanding the foregoing to the contrary, a Lot or Dwelling may be owned by a corporation or partnership so long as such corporation or partnership does not have more than four (4) shareholders or partners; provided, however, that the foregoing prohibition shall not apply to Declarant, its affiliates, or their respective successors or assigns, or with respect to any Institutional Mortgagee or such corporation or partnership approved by Declarant for such ownership and upon terms and conditions of such approval.

4.23 Fire Breaks. The Declarant reserves unto itself, its successors and assigns a perpetual, alienable and releasable easement and right on and over and under any property to cut fire breaks and other activities which in the opinion of the Declarant are necessary or desirable to control fires on any property,

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<sup>25</sup> See page 45.

<sup>26</sup> See page 60.

<sup>27</sup> See page 28.

<sup>28</sup> See page 35.

<sup>29</sup> See page 51.

or any improvements thereon. Entrance upon property pursuant to the provisions of this Section shall not be deemed a trespass.

4.24 Bridges. The Declarant expressly reserves to itself, its agents or assigns, any other provisions in this Declaration notwithstanding, the right to build bridges, walkways or fixed spans across any or all natural or man-made canals, creeks or lagoons in the Development. Nothing in this Section shall be construed as placing an affirmative obligation on the Declarant to provide or construct any bridge, walkway or fixed span unless such bridge, walkway or fixed span shall be shown and specifically designated on the Site Plan Of Record and incorporated in the deed of conveyance to the grantee Owner asserting such affirmative obligation by the Declarant.

4.25 Owner's Resubdivision. No Common Area, Lot, Dwelling, Commercial Site, Commercial Unit, Neighborhood Area, Multi-Family Tract or Development Unit Parcel shall be subdivided, or its boundary lines changed, nor shall application for same be made to any political subdivision with jurisdiction thereof, except with the prior written approval of the Declarant, so long as Declarant has the right to appoint and remove any member or members of the Board of Directors or any officer or officers of the Association pursuant to Sections 10.1<sup>30</sup> and 13.1<sup>31</sup>, and thereafter except with the prior written approval of the Board of Directors. However, the Declarant reserves the right to so subdivide pursuant to Sections 2.1<sup>32</sup> and 5.6<sup>33</sup>, and to take such other steps as are reasonably necessary to make such replatted property suitable and fit as a building site, including, but not limited to, the relocation of easements, walkways, rights-of-way, private roads, bridges, parks, and Common Areas.

4.25.1 Consolidation of Lots. The provisions of Section 4.25 shall not prohibit the combining of two (2) or more contiguous Lots into one (1) larger Lot. Following the combining of two (2) or more Lots into one (1) larger Lot, only the exterior boundary lines of the resulting larger Lot shall be considered in the interpretation of this Declaration. Consolidation of Lots, as described herein, must be approved by the Declarant, so long as Declarant has the right to appoint and remove any member or members of the Board of Directors or any officer or officers of the Association pursuant to Sections 10.1<sup>34</sup> and 13.1<sup>35</sup>, and thereafter by the Board of Directors, said approval to be granted in its sole discretion upon such terms and conditions as may be established by it from time to time, including specific provisions for the payment of Assessments.

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<sup>30</sup> See page 45.

<sup>31</sup> See page 60.

<sup>32</sup> See page 8.

<sup>33</sup> See page 31.

<sup>34</sup> See page 45.

<sup>35</sup> See page 60.

4.26 Use of Trademark. Each Owner and Occupant, by acceptance of a deed to any lands, tenements or hereditament within the Development hereby acknowledges that River Towne and Wild Dunes are service marks and trade marks. Each Owner and Occupant agrees to refrain from misappropriating or infringing these service marks or trademarks.

4.27 Owner Recording Additional Restrictions on Property. No Owner may impose additional restrictive covenants on any lands within the Property beyond those contained in this Declaration without consent of the Declarant, so long as Declarant has the right to appoint and remove any member or members of the Board of Directors or any officer or officers of the Association pursuant to Sections 10.1<sup>36</sup> and 13.1<sup>37</sup>, and thereafter without consent of the Board of Directors. The Declarant may impose additional restrictive covenants on property then owned by the Declarant without the consent of any other Owner or the Association.

4.28 Right to Approve Horizontal Property Regime. No Horizontal Property Regime or property owners' association established on the Property shall be effective until all legal documents associated therewith have been approved by Declarant. A reasonable charge for cost of legal review may be charged to the developer by the Declarant.

4.29 Repurchase Option. So long as Declarant has the right to appoint and remove any member or members of the Board of Directors or any officer or officers of the Association pursuant to Sections 10.1<sup>38</sup> and 13.1<sup>39</sup>, and thereafter except with the prior written approval of the Association, Declarant hereby reserves unto itself and its successors and assigns the right and option to purchase any Common Area, Lot, Dwelling, Neighborhood Area, Multi-Family Tract, Commercial Site, Commercial Unit or Development Unit Parcel within the Development which is offered for sale by the Owner thereof, such option to be at the price and on the terms and conditions of any bona fide offer therefor which is acceptable to such Owner and which is made in writing to such Owner. The Owner shall promptly submit a copy of the same to Declarant, and Declarant shall have a period of ten (10) business days (exclusive of Saturday, Sunday and Federal holidays) from and after the presentation of such offer to Declarant in which to exercise its purchase option by giving such Owner written notice of such exercise in accordance with Section 13.16<sup>40</sup>. If Declarant fails to respond or to exercise such purchase option within said ten (10) -day period, Declarant shall be deemed to have waived such purchase option. If Declarant responds by declining to exercise such option, Declarant shall execute an instrument evidencing its waiver of its repurchase option, which instrument shall be in recordable form. In the event that Declarant does not exercise its purchase option and such sale to a third part is not consummated on such terms and conditions set forth in the bona fide offer within six (6) months of the date in which the offer is transmitted to Declarant, or within the period of time set forth in such bona

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36        See page 45.

37        See page 60.

38        See Page 45.

39        See Page 60.

40        See Page 66.

vide offer, whichever is later, the terms and limitations of this Section 4.29 shall again be imposed upon any sale by such Owner. If Declarant shall elect to purchase, the transaction shall be consummated within the period of time set for closing in said bona fide offer, or within sixty (60) days following delivery of written notice by Declarant to such Owner of Declarant's decision to so purchase such Lot or Dwelling, whichever is earlier.

4.30 Trespass. Whenever the Declarant is permitted by these Covenants to correct, repair, clean, preserve, clear out or do any action on the property of any Owner, or on the easement areas adjacent thereto entering the property and taking such action shall not be deemed a trespass.

4.31 Assignment of Declarant's Rights to the Association. The Declarant reserves the right to assign to the Association, at its sole discretion, its rights reserved in this Declaration, including all rights set forth in this Article 4. The Association hereby agrees to accept any and all assignments of rights hereunder, and no further action shall be required by it.

4.32 Other Rights and Reservations. **THE OMISSION OF ANY RIGHT OR RESERVATION IN THIS ARTICLE SHALL NOT LIMIT ANY OTHER RIGHT OR RESERVATION BY THE DECLARANT WHICH IS EXPRESSLY STATED IN OR IMPLIED FROM ANY OTHER PROVISIONS IN THIS DECLARATION.**

## ARTICLE 5. PROPERTY RIGHTS

5.1 General Rights of Owners. Each Lot, Dwelling, Neighborhood Area, Multi-Family Tract, Commercial Site, Commercial Unit, and Development Unit Parcel shall for all purposes constitute real property which shall be owned in fee simple and which, subject to the provisions of this Declaration, may be conveyed, transferred, and encumbered the same as any other real property. Each Owner shall be entitled to the exclusive ownership and possession of his said property, subject to the provisions of this Declaration, including without limitation, the provisions of this Article 5. If any chutes, flues, ducts, conduits, wires, pipes, plumbing, bulkheads, wharves, docks, boat slips, or any other apparatus or facilities for the furnishing of utilities or other services or for the provision of support or boat docking to such a property lie partially within and partially outside of the designated boundaries thereof, any portions thereof which serve only such property shall be deemed to be a part of such property, and any portions thereof which serve more than one such property or any portion the Common Areas shall be deemed to be a part of the Common Areas unless otherwise provided in any Neighborhood Declaration or Commercial Declaration. The ownership of each property subject to this Declaration shall include, and there shall pass with each property as an appurtenance thereto, whether or not separately described, all of the right and interest in and to the Common Areas as established hereunder, and the limitations applicable, which shall include, but not be limited to, membership in the Association. Each Owner shall automatically become a Member of the Association and shall remain a Member thereof until such time as his ownership ceases for any reason, at which time his membership in the Association shall automatically pass to his successor-in-title to his or its property, and upon such transfer, such former Owner shall simultaneously transfer and endorse to his successor-in-title any certificates or other evidences of his membership in the Association.

5.2 Owner's Easement of Enjoyment. Subject to the provisions of this Declaration and the rules, regulations, fees, and charges from time to time established by the Board of Directors in accordance with the By-Laws and the terms hereof, every Owner, his family, Tenants, and guests shall have a non-exclusive right, privilege, and easement of use and enjoyment in and to the Common Areas, to the extent so entitled hereunder, such easement to be appurtenant to and to pass and run with title, subject to the rights, restrictions, reservations; covenants, easements and obligations reserved, granted or alienable in accordance with this Declaration, including, but not limited to:

5.2.1 Right Of Association To Borrow Money. The right of the Association to borrow money (a) for the purpose of improving the Development, or any portion thereof, (b) for acquiring additional Common Areas, (c) for constructing, repairing, maintaining or improving any facilities located or to be located within the Development, or (d) for providing the services authorized herein, and, subject to the provisions of Section 10.2<sup>41</sup>, to give as security for the payment of any such loan a mortgage or other security instrument conveying all or any portion of the Common Areas; provided, however, that the lien and encumbrance of any such security instrument given by the Association shall be subject and subordinate to any and all rights, interest, options, licenses, easements, and privileges herein reserved or established for the benefit of Declarant, any Owner, or the holder of any Mortgage, irrespective of when such Mortgage is executed or given.

5.2.2 Declarant's Reserved Rights and Easements. The rights and easements specifically reserved to Declarant in this Declaration.

5.2.3 Association's Rights to Grant and Accept Easements. The right of the Association to grant and accept easements as provided in Section 5.7<sup>42</sup> and to dedicate or transfer fee simple title to all or any portion of the Common Areas to any public agency or authority, public service district, public or private utility, or other person, provided that any such transfer of the simple title must be approved by a majority of those present in person or by proxy at a duly held meeting of the Association and by Declarant, for so long as Declarant owns any of the Property primarily for the purpose of sale or has the unexpired option to add the Additional Property or any portion thereof to the Development.

5.2.4 Association's Rights and Easements. The rights and easements specifically reserved in this Declaration for the benefit of the Association, its directors, officers, agents, and employees.

5.2.5 Declarant's Easements for Additional Property. The rights and easements reserved in Section 5.10<sup>43</sup> hereof for the benefit of the Additional Property.

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<sup>41</sup> See page 46.

<sup>42</sup> See page 32.

<sup>43</sup> See page 33.

### 5.3 Recreational Amenities.

5.3.1 Access and Use of Recreational Amenities. Subject to the terms and provisions of this Declaration and the rules, regulations, and Recreational Charges from time to time established by the Board of Directors, every Owner of a Lot or Dwelling and his family, Tenants, and guests shall have the non-exclusive right, privilege, and easement of access to and the use and enjoyment of the Recreational Amenities. Notwithstanding the foregoing to the contrary, those Owners of Lots or Dwellings, their spouses, and their Dependent Children, paying a Recreational Charge for exclusive use of an Association's use-for-fee facility or service shall have the exclusive use thereof, subject to the payment of Recreational Charges therefor which are from time to time established by the Board of Directors. Such Owners' guests, Tenants, and non-Dependent Children, as well as co-Owners who have not been designated pursuant to (b) below, shall have access to and use of the Recreational Amenities subject to rules, regulations, and Recreational Charges, as are from time to time established by the Board of Directors, provided that there shall be no distinction between such co-Owners, guests, Tenants, and non-Dependent Children with respect to Recreational Charges. Notwithstanding the foregoing to the contrary, the Board of Directors shall be entitled, but not obligated, to promulgate rules and regulations from time to time whereby grandchildren of Owners of Lots and Dwellings and non-Dependent Children of Owners of Lots and Dwellings have access to and the use of the Recreational Amenities on the same basis as Dependent Children of Owners of Lots and Dwellings. An Owner of a Lot or Dwelling may assign to the Tenant of his Lot or Dwelling such Owner's rights of access to and use of the Recreational Amenities so that such Tenant, his family and guests shall be entitled to the access to and use and enjoyment of the Recreational Amenities on the same basis as an Owner of a Lots or Dwelling and his family and guests, provided that any such designation may not be changed within six (6) months after such designation is so made. Any Owner of a Lot or Dwelling so assigning such rights to his Tenant shall give written notice thereof to the Board of Directors in accordance with Section 13.16<sup>44</sup>, and after such assignment and notice, such Owner and his family and guests shall thenceforth have access to and use of the Recreational Amenities on the same basis and for the same Recreational Charges as guests of an Owner of a Lot or Dwelling, until such assignment is terminated and the Board of Directors is given written notice of such termination by such Owner. Nothing herein shall be construed as requiring the Board of Directors to establish Recreational Charges for the use of Recreational Amenities, use of which may be, in the sole discretion of the Board of Directors, covered solely by the Annual Assessment under Section 11.3<sup>45</sup>.

5.3.2 Access and Use By Multiple Owners. The Board of Directors may, in its sole discretion, establish a rule that in the event of any multiple ownership of a Lot or Dwelling which is permitted by Section 4.22<sup>46</sup> hereof, only the Owner of such Lot or Dwelling designated in writing to the Board of Directors by all co-Owners, as well as his spouse and Dependent Children, shall be entitled to the use of the Recreational Amenities without user fees as provided above. The remaining co-Owners of such Lot or Dwelling and their families and guests shall be entitled to access to and use of the Recreational Amenities in accordance with the rules, regulations, fees, and charges relating to Owner's guests, Tenants,

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<sup>44</sup> See Page 66.

<sup>45</sup> See Page 51.

<sup>46</sup> See page 23.

and non-Dependent Children which are from time to time established by the Board of Directors. If no such designation is made by such co-Owners, then all such co-Owners shall have access to and use of the Recreational Amenities on the same basis and for the same fees and charges as Owner's guests, Tenants, and non-Dependent Children. Any designation made pursuant to this Section 5.3.2 shall not be permitted to be changed within six (6) months after such designation is so made. For purposes of this Section 5.3.2, multiple ownership shall include ownership of a Lot or Dwelling by a partnership or a corporation, so that any such partnership or corporation shall designate to the Board one natural person who is a partner or stockholder and who, with his spouse and Dependent Children shall be entitled to access to and use of the Recreational Amenities on the same basis as Owners. In the absence of the establishment of any such rule of access and use by multiple Owners by the Board of Directors, all co-Owners shall have equal access to Recreational Amenities.

5.3.3 Declarant's Access and Use. In addition to the rights of Owners with respect to the access to and use and enjoyment of the Recreational Amenities and the rights therein of owners of residential dwellings within the Additional Property as provided in Section 5.10<sup>47</sup>, Declarant reserves the right to from time to time designate individuals who shall have access to and use of the Recreational Amenities on a basis which is equal and equivalent to that which is enjoyed by Owners. Declarant shall designate such individuals by written notice to the Board of Directors in accordance with Section 13.16<sup>48</sup>, and Declarant reserves the right to from time to time add and remove individuals to and from such designated list, provided that for so long as Declarant owns a Lot or Dwelling primarily for the purpose of sale or has the unexpired option to add the Additional Property or any portion hereof to the Development, there shall be no more than a total of twenty-five (25) individuals so designated by Declarant at any one time, and after such time as Declarant no longer owns a Lot or Dwelling primarily for the purpose of sale and no longer has the unexpired option to add the Additional Property or any portion thereof to the Development, the Declarant shall designate no more than a total of ten (10) individuals at any one time. In addition, all such designated individuals shall either be officers, directors, or employees of Declarant or any of its affiliates, or real estate brokers and sales agents who are selling and/or listing Lots and Dwellings within the Development. Spouses and Dependent Children of such designated individuals shall have access to and use of the Recreational Amenities on an equal and equivalent basis as Owners' spouses and Dependent Children, and such designated individuals' guests and non-Dependent Children shall have access to and use of the Recreational Amenities in accordance with such rules, regulations, fees, and charges as are from time to time established by the Board with respect to Owners' guests, Tenants, and non-Dependent Children.

5.3.4 Guests and Children Accompanied By Owner. All guests and children of Owners and of individuals designated by Declarant pursuant to this Section 5.3, as well as Tenants of Owners who are not assigned their respective Owners' rights pursuant to the provisions herein above provided, shall at all times when using the Recreational Amenities be accompanied by an Owner or their spouses or by individuals designated by Declarant in accordance herewith or their spouses, provided that a waiver of such requirement may be made at any time in accordance with rules and regulations promulgated by the Board of Directors.

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<sup>47</sup> See page 33.

<sup>48</sup> See Page 66.

5.3.5 Excepting Commercial Units and Development Unit Parcels. Anything contained herein to the contrary notwithstanding, access to and use of the Recreational Amenities shall be available only to Owners of Lots and Dwellings, and to persons designated by Declarant, and their respective family, guests, and Tenants, as herein provided, and shall not be available to Owners of Commercial Units or Development Unit Parcels.

5.4 Access, Ingress and Egress; Roadways. All Owners, by accepting title to property conveyed subject to this Declaration, waive all rights of uncontrolled and unlimited access, ingress, and egress to and from such property and acknowledge and agree that such access, ingress, and egress shall be limited to roads, sidewalks, walkways, trails, and waterways located within the Development from time to time, provided that pedestrian and vehicular access to and from all such property shall be provided at all times. There is reserved unto Declarant, the Association, and their respective successors and assigns the right and privilege, but not the obligation, (a) to maintain guarded or electronically-monitored gates controlling vehicular access to and from the Development, and, to require payment of toll charges for use of private roads within the Development by permitted commercial traffic or by members of the general public, provided that in no event shall any such tolls be applicable to any Owners or their families, Tenants, or guests or to those individuals designated by Declarant pursuant to Section 5.3 above and their families or guests, or to any person who gives reasonable evidence satisfactory to entry guards that their entry into the premises of the Owner is with the specific permission of the Owner, or his duly authorized agent. Neither the Declarant nor the Association shall be responsible, in the exercise of its reasonable judgment, for the granting or denial of access to the Property in accordance with the foregoing.

5.4.1 Uniform Act Regulating Traffic. In order to provide for safe and effective regulation of traffic, the Declarant reserves the right to file Of Record the appropriate consent documents making the Uniform Act Regulating Traffic on Highways of South Carolina (Chapter V, Title 56 of the Code of Laws of South Carolina, 1976) applicable to all of the private streets and roadways within the Development. Moreover, the Declarant may promulgate from time to time additional parking and traffic regulations which shall supplement the above-mentioned State regulations as it relates to conduct on, over and about the private streets and roadways in the Development. These supplemental regulations shall initially include but shall not be limited to those set out hereinafter and the Declarant reserves the right to adopt additional regulations or to modify previously promulgated regulations from time to time and to make such adoption or modification effective thirty (30) days after mailing notice of same in accordance with Section 13.16<sup>49</sup> to the record Owners within the Development as of January 1 of the year in which such regulations are promulgated:

(a) No motorcycles or motorbikes may be operated on the private roads and streets within the Development. Mopeds (or other motor-powered bicycles) with no more than one-horse power may be operated so long as they abide by all other traffic regulations and so long as they are not required to be registered by the State of South Carolina.

(b) The Declarant, or the Association after title to any private streets and roadways has passed to it from the Declarant, may post "no parking" signs along such private streets and roadways within the Development where it, in its sole discretion, determines appropriate to do so. Violators of said

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See Page 66.