

**DECLARATION**  
**OF**  
**COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS**  
**FOR**  
**MAJESTIC OAKS**

THIS DECLARATION, made on the date hereinafter set forth by **P.T. ASSOCIATES LIMITED PARTNERSHIP**, a South Carolina Limited Partnership (together with its successors and assigns hereinafter referred to as "Declarant") having an office in Charleston County, South Carolina.

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the County of Charleston, State of South Carolina, which is more particularly described as:

All those certain pieces, parcels, lots or tracts of land, shown and delineated on that certain plat entitled "SUBDIVISION PLAT OF TRACT C - LOTS 1-53 BLOCK A, LOTS 1-22 BLOCK B, AND LOT 15C, MAJESTIC OAKS, SEASIDE PLANTATION, LOCATED IN THE CITY OF CHARLESTON, JAMES ISLAND, CHARLESTON COUNTY, S.C.," by Forsberg Engineering & Surveying, Inc., dated July 29, 1999; revised September 20, 1999 (deleted Lot 15C); and last revised October 1, 1999, and recorded October 8, 1999 in the RMC Office for Charleston County in Plat Book ED, at Page 488, which said plat is incorporated herein by reference and which said plat is hereby made a part and parcel hereof.

The lots shown and delineated on said plat are as follows: Lots 1 thru 53, Block A inclusive; Lots 1 thru 22, Block B inclusive. Lots are subject to drainage and utility easements as shown on said plat.

SAID lots, measuring and containing and butting and bounding and having such courses and distances as are shown on said plat, reference to which said plat is hereby craved for a more full and complete description.

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

**ARTICLE I**  
*DEFINITIONS*

SECTION 1. "**Association**" shall mean and refer to Majestic Oaks Property Owners Association, Inc., its successors and assigns.

SECTION 2. "**Common Area**" shall mean all real property (including the improvements thereon) owned by the Association for the common use and enjoyment of the Owners. The Common Area to be owned by the Association is described as follows:

All those certain pieces, parcels, lots or tracts of land, shown on that certain plat entitled "PRELIMINARY PLAT, MAJESTIC OAKS, SEASIDE PLANTATION, CITY OF CHARLESTON, CHARLESTON COUNTY, S.C.," by Forsberg Engineering & Surveying, Inc., dated August 7, 1998, Final Plat upon completion to be recorded in the RMC Office for Charleston County, designated as LAKE 2.030 acres and LAKE 1.316 acres.

SAID parcels butting and bounding, measuring and containing, and having such courses and distances as are shown on said plats. Reference being had to the aforesaid plats for more full and complete description, being all of the said dimensions, a little more or less.

Common Area shall also mean such property which from time to time is deeded to the Association by Declarant. Common area may be conveyed subject to all applicable restrictive covenants of record, and when tendered, title thereto shall be accepted by the Association.

SECTION 3. "**Declarant**" shall mean and refer to P.T. ASSOCIATES LIMITED PARTNERSHIP, as well as its successors and assigns, if Declarant shall make an express conveyance of its rights as developer hereunder to such successor or assign.

SECTION 4. "**Declaration**" shall mean this Declaration of Covenants, Conditions, Restriction and Easements for Majestic Oaks, as the same may be amended, renewed or extended from time to time in the manner herein provided.

SECTION 5. "**Lot**" shall mean and refer to any separately numbered plot of land shown upon any recorded subdivision map of the Properties with the exception of Common Area/Lake Area.

SECTION 6. "**Member**" shall mean and refer to every person or entity who holds membership with voting rights in the Association.

SECTION 7. "**Bylaws**" shall mean the bylaws of the Association which establish the method and procedure of its operation.

SECTION 8. "**Owner**" shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, as hereinafter defined, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

SECTION 9. "**Plat**" shall mean that certain plat entitled "PRELIMINARY PLAT, MAJESTIC OAKS, SEASIDE PLANTATION, CITY OF CHARLESTON, CHARLESTON COUNTY, S.C.," by Forsberg Engineering & Surveying, Inc. dated August 7, 1998, Final Plat upon completion to be recorded in the RMC Office for Charleston County, as well as all future recorded plats, if any, describing those certain parcels of land annexed, as described thereon, and made subject to this Declaration by amendment hereto.

SECTION 10. "**Properties**" shall mean and refer to that certain real property hereinabove described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

SECTION 11. "**Recreational Facilities**" shall mean and refer to the Common Areas and any other future facilities designed for recreational use along with any associated parking areas.

SECTION 12. "**Bulk Purchases**" shall mean the purchase of twenty-five (25) or more lots from Declarant by one person or entity.

## ARTICLE II

### *PROPERTY RIGHTS*

SECTION 1. OWNERS' EASEMENTS OF ENJOYMENT. Every Owner shall have a nonexclusive right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to permit the use of and to charge reasonable admission and other fees for the use of any Recreational Facility situated upon the Common Area and to impose reasonable limits upon the number of guests who may use these facilities;

(b) the right of the Association to suspend the voting rights and right to use of the Recreational Facilities by an Owner for any period during which any assessment against his Lot remains unpaid; and, for a period not to exceed sixty (60) days, for any infraction of its published rules and regulations;

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless an instrument

agreeing to such dedication or transfer is signed by 2/3rds of each class of members and has been recorded;

(d) the right of the Association to impose regulations for the use and enjoyment of the Common Area and improvements thereon, which regulations may further restrict the use of the Common Area;

(e) the right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Area and facilities thereon. No such mortgage of the Common Area shall be effective unless an instrument agreeing to such mortgage of Common Area is signed by 2/3rds of each class of members. Also, so long as there is Class B Membership, mortgage of any Common Area must also be approved by the U.S. Department of Veterans Affairs; and

(f) the right of the Association to exchange portions of Common Area with the Declarant for substantially equal areas of the Properties for the purpose of eliminating unintentional encroachments of improvements onto portions of the Common Areas or any other purpose or reason. As long as there is Class B Membership, no such exchange of portions of Common Area with the Declarant shall be effective unless an instrument agreeing to such exchange has been approved by the U.S. Department of Veterans Affairs.

**SECTION 2. DELEGATION OF USE.** Any Owner may delegate, in accordance with the By-Laws, his rights of enjoyment of the Common Area to the members of his family, his tenants or contract purchasers who reside on the Lot of such Owner.

**SECTION 3. LEASES OF LOTS.** Any Lease Agreement between an Owner and a lessee for the lease of such Owner's residence on its Lot shall provide that the terms of the Lease shall be subject in all respects to the provisions of this Declaration of Covenants, Conditions and Restrictions, the Articles of Incorporation and By-Laws of the Association and that any failure by the lessee to comply with the terms of such document shall be a default under the terms of the Lease. All Leases of Lots shall be in writing. Other than the foregoing there is no restriction on the right of any Owner to lease his Lot.

### **ARTICLE III**

#### *MEMBERSHIP AND VOTING RIGHTS*

**SECTION 1.** Every Owner of a Lot which is subject to a lien for assessments shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

SECTION 2. The Association shall have two classes of voting membership:

Class A. Class A Members shall be all Owners other than the Declarant. Class A Members shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Class B. The Class B Member shall be the Declarant and shall be entitled to three (3) votes for each lot it owns as shown on the Plat for Majestic Oaks. The Class B membership shall cease and be converted to Class A membership on the happening of any of the following events, whichever occurs earlier:

- (a) the date on which the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership
- (b) on December 31, 2004; or
- (c) when Declarant elects by notice to Association in writing to terminate its Class B membership.

#### ARTICLE IV

##### *COVENANT FOR MAINTENANCE AND ASSESSMENTS.*

**SECTION 1. CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS.** The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner for any Lot, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay (a) to the Association: (i) annual assessments or charges; (ii) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided; and (b) to the appropriate governmental taxing authority: (i) a pro rata share of ad valorem taxes levied against the Common Area; and (ii) a pro rata share of user fees and assessments for public improvements to or for the benefit of the Common Area if the Association shall default in the payment of either or both for a period of six (6) months as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the Lot and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due. The personal obligation for the delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

## SECTION 2. PURPOSE OF ASSESSMENTS.

(a) The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents of the Properties and in particular for the acquisition, improvement and maintenance of Properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Area, including but not limited to, the costs of repairs, replacements and additions, the cost of labor, equipment, materials, management and supervision, the payment of taxes assessed against the Common Area; the maintenance of water and sewer mains in and upon the Common Area; the maintenance of open spaces and streets which have not been accepted for dedication by a public authority, signage, roadway medians and islands (including signage, medians and islands located in dedicated rights-of way), drives and parking areas within the Common Area, the procurement and maintenance of insurance in accordance with the By-Laws; the maintenance of boat ramps, boat docks, lakes, ponds, retention areas or other bodies of water located within the Common Area; the maintenance of dams and areas surrounding such water, the maintenance of any "sign easement" areas located on any Lot, as shown on a recorded plat; the maintenance of entrance ways, landscaping and lighting of Common Area, road medians and islands and entrance ways, the lighting of streets (whether public or private); the payment of charges for garbage collection and municipal water and sewer services furnished to the Common Area; the costs associated with duties of the Architectural Control Committee; the employment of attorneys and other agents to represent the Association when necessary; the provision of adequate reserves for the replacement of capital improvements including, without limiting the generality of the foregoing, paving, and any other major expense for which the Association is responsible; and such other needs as may arise.

(b) The Association shall establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of improvements to the Common Area and those other portions of the Properties which the Association may be obligated to maintain Such reserve fund is to be established out of regular assessments for common expense.

(c) All monies collected by the Association shall be treated as the separate property of the Association, and such monies may be applied by the Association to the payment of any expense of operating and managing the Properties, or to the proper undertaking of all acts and duties imposed upon it by virtue of this Declaration, the Articles of Incorporation and the By-Laws of the Association. As monies for any assessment are paid to the Association by any Lot Owner, the same may be commingled with monies paid to the Association by the other Owners. Although all funds and common surplus, including other assets of the Association, and any increments thereto or profits derived therefrom shall be held for the benefit of the members of the Association, no member of the Association shall have the right to assign, hypothecate, pledge or in any manner transfer his membership interest therein, except as an appurtenance to his Lot. When a Lot Owner shall cease to be a member of the Association by reason of his divestment of ownership of his Lot, by whatever means, the Association shall not be required to account to such Owner for any share of the fund or assets of the Association, or which may have been paid to the Association by such Owner, as all monies which any Owner has paid to the Association shall be and constitute an asset of the

Association which may be used in the operation and management of the Properties.

**SECTION 3. MAXIMUM ANNUAL ASSESSMENT.** Until 12/31/99 the annual assessment shall be \$150.00 per Lot, and at the Board's option, may be collected monthly, quarterly, semi-annually or annually.

(a) The maximum annual assessment for the calendar year beginning January 1, 2000 and for each calendar year thereafter shall be established by the Board of Directors by preparation of a budget and assessment of the charges based upon each Lot's pro rata portion of this budget. For each calendar year thereafter, this may be increased by the Board of Directors without approval by the membership by (i) an amount not to exceed ten percent (10%) of the maximum annual assessment of the previous year, or (ii) by such sum is proportionally equal with the increase in the Consumer Price Index for All Urban Consumers, published by the Department of Labor, Bureau of Labor Statistics, whichever is greater.

(b) The maximum annual assessment for the calendar year beginning January 1, 2000 and for each calendar year thereafter may be increased without limit by a vote of two-thirds (2/3) of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum, subject to the provisions of Section 6 of this Article.

**SECTION 4. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS.**

In addition to the annual assessments authorized above, the Association may levy, in any calendar year, a special assessment for the purpose of defraying in whole or in part the costs of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose or to make up any shortfall on the current year's budget. All special assessments shall be fixed at a uniform rate for all Lots and may be collected on a monthly, quarterly, semiannual, or annual basis.

**SECTION 5. NOTICE AND QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTIONS 3 AND 4.**

Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 of this Article IV shall be sent to all Members not less than ten (10) days nor more than thirty (30) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

**SECTION 6. RATE OF ANNUAL ASSESSMENT.** Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly, quarterly, semiannual or annual basis at the Board's option.

**SECTION 7. DATE AND COMMENCEMENT OF ANNUAL ASSESSMENTS; DUE DATES.** The annual assessments provided for herein shall commence as to a Lot on the first day of the month following the conveyance of the Common Area. Provided however, notwithstanding anything herein to the contrary, Declarant shall have the option each year of either (1) paying one hundred (100%) percent of the aggregate sum of the Annual Assessment and Special Assessment levied against all Lots owned by Declarant during each calendar year (which annual assessment shall be prorated for the period of time during which calendar year the Declarant is Owner of said Lot) or (2) paying the greater amount of (a) twenty-five (25%) percent of the aggregate sum of the Annual Assessment and Special Assessment levied against all Lots owned by Declarant during each calendar year (which annual assessment shall be prorated for the period of time during which calendar year the Declarant is Owner of said Lot) or (b) such amount necessary to fund any difference between the Association's operating expenses and the Annual Assessments collected from Owners other than Declarant. The Declarant's obligation to pay assessments as stated herein shall create a lien against the Declarant's Lots in Majestic Oaks. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. At least thirty (30) days in advance of each annual assessment period, the Board of Directors shall fix the amount of the annual assessment and promptly thereafter the Board of Directors shall cause written notice thereof to be sent to every Owner subject thereto. In the event the Board of Directors shall fail to fix the amount of annual assessments as described above, the assessment fixed for the immediately preceding year shall continue in effect until a new assessment amount is fixed. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

**SECTION 8. EFFECT OF NONPAYMENT OF ASSESSMENTS: REMEDIES OF THE ASSOCIATION.** Any assessment not paid within thirty (30) days after the due date shall become delinquent and shall be subject to a late payment penalty of Ten (\$10.00) Dollars, and in addition thereto bear interest from the due date at the rate of twelve percent (12%) per annum or the highest rate allowed by law whichever is lower. The Association may bring an action at law against the Owner personally obligated to pay the same and/or foreclose the lien created herein against the property in the same manner as prescribed by the laws of the State of South Carolina for the foreclosures of Mortgage, and interest, costs and reasonable attorney's fees for representation of the Association in such action or foreclosure shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessment provided for herein by non-use of the Common Area or abandonment of his Lot nor shall damage to or destruction of any improvements on any Lot by fire or other casualty result in any abatement or diminution of the

shall any exterior addition to or change or alteration therein including without limitation any plantings or landscape be made until the plans and specifications showing the nature, kind, shape, height, materials, colors, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural control committee composed of three (3) or more members appointed by the Board, (hereinafter referred to as the "Architectural Control Committee") Refusal of approval of plans, location or specification may be based upon any ground, including purely aesthetic conditions, which in the sole and uncontrolled discretion of the Architectural Control Committee shall seem sufficient. The above notwithstanding, the Declarant, its successors or assigns, shall have the right to appoint the members of the Architectural Control Committee until it divests itself of all Lots in Majestic Oaks. Upon the divestiture of all Lots, unless the Declarant shall elect to do so sooner, the Board of Directors or Architectural Control Committee of the Majestic Oaks Property Owners Association, shall assume sole responsibility of the rights of approval.

(b) Construction on raised slab and the use of shadow-like singles are expressly permitted in Majestic Oaks at the option of the builder or property owner.

(c) Any purchaser who purchases in bulk, a minimum of twenty-five (25) lots, in Majestic Oaks shall be a member of the Architectural Control Committee and shall be so designated at time of purchase. Said purchaser shall remain a member of the Architectural Control Committee until all the twenty-five (25) lots purchased in bulk shall be sold and title transferred. If the bulk purchaser shall default in any of the terms or provisions of the Contract of Sale, and fails to correct said default within ten (10) days of written notice of such default, then and in that event, the bulk purchaser will be immediately removed as a member of the Architectural Control Committee. All remaining unsold lots will not qualify under the Option Right as set forth in Section 2(c) infra.

## **SECTION 2. PROCEDURES.**

(a) Subject to provisions of Item (c) infra, any person desiring to make any improvement, alteration or change described in Section 1 above shall submit two (2) copies of the plans and specifications therefore, showing the nature, kind, shape, height, materials and location of the same, to the Architectural Control Committee which shall evaluate such plans and specifications in light of the purpose of this Article. The Architectural Control Committee shall not be required to accept the request of any Member who is delinquent in the payment of any fees or assessments or in violation of any covenants or rules of the Association.

(b) Upon approval, one (1) copy of all plans and related documents bearing such approval, in writing, shall be returned to the applicant submitting the same. Approval for use in connection with any Lot of any plans and specifications shall not be deemed a waiver of the Architectural Control Committee's right, in its discretion, to disapprove similar plans and specifications or any of the features or elements included therein if such plans, specifications, features or elements are subsequently submitted for use in connection with any other Lot. Approval of such plans and

specifications relating to any Lot, however, shall be final as to that Lot and such approval may not be reviewed or rescinded thereafter, provided that there has been adherence to, and compliance with, such plans and specifications, as approved, and any conditions attached to any such approval.

(c) Lots purchased in bulk sale of twenty five (25) lots or more shall be subject to all of the provisions of Section 2 (a) and 2 (b), except that any purchaser in bulk of twenty-five (25) or more lots in Majestic Oaks shall have the option of submitting (hereinafter referred to as "Option Right") for review a group of plans (consisting of no less than five (5) lots), specifications, color selections, except that most all boxing be in white, and together with typical landscape design. Approval of the plans, specifications, colors and typical landscape design, shall serve as a blanket approval of submitted plans, specifications, colors, etc., and will allow the single purchaser of twenty five (25) lots or more the right to build pre-approved plans on any of the purchased lots as long as set backs and other restrictions are not violated; provided, however, purchaser of twenty five (25) lots or more with pre-approved plans, is not to build identical elevations or use identical exterior colors on side by side lots. This Option Right is not assignable and not available to bulk purchasers upon default in any of the terms and provisions of the Contract to Purchase. If the bulk purchaser shall default in any of the terms or provisions of the Contract of Sale, and fails to correct said default within ten (10) days of written notice of such default, then and in that event, the bulk purchaser will be immediately removed as a member of the Architectural Control Committee. All remaining unsold lots will not qualify under the Option Right as set forth in this Section 2(c).

(d) Neither Declarant, nor any other member of the Architectural Control Committee, shall be responsible or liable in any way for any defects in any plans or specifications approved by the Architectural Control Committee, nor for any structural defects in any work done according to such plans and specifications approved by the Architectural Control Committee. FURTHER, NEITHER DECLARANT, NOR ANY MEMBER OF THE ARCHITECTURAL CONTROL COMMITTEE SHALL BE LIABLE IN DAMAGES TO ANYONE BY REASON OF MISTAKE IN JUDGMENT, NEGLIGENCE, MISFEASANCE, MALFEASANCE OR NONFEASANCE ARISING OUT OF OR IN CONNECTION WITH THE APPROVAL OR DISAPPROVAL OR FAILURE TO APPROVE OR DISAPPROVE ANY SUCH PLANS OF SPECIFICATIONS OR THE EXERCISE OF ANY OTHER POWER OR RIGHT OF THE ARCHITECTURAL CONTROL COMMITTEE PROVIDED FOR IN THIS DECLARATION. EVERY PERSON WHO SUBMITS PLANS AND SPECIFICATIONS TO THE ARCHITECTURAL CONTROL COMMITTEE FOR APPROVAL AGREES, BY SUBMISSIONS OF SUCH PLAN AND SPECIFICATIONS, AND EVERY OWNER OF ANY LOT AGREES, THAT HE WILL NOT BEING ANY ACTION OR SUIT AGAINST DECLARANT, ASSOCIATION, ITS BOARD MEMBERS OR OFFICERS, OR ANY MEMBER OF THE ARCHITECTURAL CONTROL COMMITTEE, TO RECOVER ANY SUCH DAMAGES AND HEREBY RELEASES, REMISES, QUITCLAIMS, AND COVENANTS NOT TO SUE FOR ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION ARISING OUT OF OR IN CONNECTION WITH ANY LAW WHICH PROVIDES THAT A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS, DEMANDS, AND CAUSES OF ACTION NOT KNOWN AT THE TIME THE RELEASE IS GIVEN.

## ARTICLE VI

### *EXTERIOR MAINTENANCE*

The Association shall maintain the Common Area. Each Owner shall be responsible for the exterior maintenance of his or her dwelling and Lot, as follows: painting, replacement and care of roofs, gutters, down spouts, exterior building surfaces, lawn, trees, shrubs, driveways, walks and other exterior improvements. In the event that the Owner neglects or fails to maintain his or her Lot and/or the exterior of his or her dwelling in a manner consistent with other Lots and dwellings in Majestic Oaks the Association shall provide such exterior maintenance as provided above. Provided, however, that the Association shall first give written notice to the Owner of the specific items of exterior maintenance or repair the Association intends to perform and the Owner shall have twenty (20) days from the date of mailing of said notice within which to perform such exterior maintenance himself or herself. The determination as to whether an Owner has neglected or failed to maintain his or her Lot and/or dwelling in a manner consistent with other Lots and dwellings in Majestic Oaks shall be made by the Board of Directors of the Association, in its sole discretion. In order to enable the Association to accomplish the foregoing, there is hereby reserved to the Association the right to unobstructed access over and upon each Lot at all reasonable times to perform maintenance as provided in this Article.

In the event the Association performs such exterior maintenance, repair or replacement, the cost of such maintenance, replacement or repairs shall be added to and become a part of the assessment to which such Lot is subject.

In the event that the Association determines that the need for maintenance, repair, or replacement, which is the responsibility of the Association hereunder, is caused through the willful or negligent act of an Owner or the family, guests, lessees, or invitees of any Owner, and is not covered and paid for by insurance, in whole or in part, then the Association may perform such maintenance, repair or replacement at such Owner's sole cost and expense, and all costs thereof shall be added to and become a part of the assessment to which such Owner is subject and shall become a lien against the Lot of such Owner.

## ARTICLE VII

### *USE RESTRICTIONS*

**SECTION 1. RESIDENTIAL USE OF PROPERTY.** All Lots shall be used for single-family, residential purposes only, and no business or business activity shall be carried on or upon any Lot at any time, except with the written approval of the Architectural Control Committee; provided, however, that nothing herein shall prevent Declarant or any builder of homes in Majestic Oaks approved by Declarant from using any Lot owned by Declarant or such builder of homes for the purpose of carrying on business related to the development, improvement and sale of property in

Majestic Oaks; and provided, farther that, to the extent allowed by applicable zoning laws, private offices may be maintained in dwellings located on any of the Lots so long as such use is incidental to the primary residential use of the dwellings.

**SECTION 2. SETBACKS AND BUILDING LINES.** Each dwelling which shall be erected on any Lot shall be situated on such Lot in accordance with the building and setback lines approved for each lot in writing by the Architectural Control Committee before commencement of lot clearing preparatory to construction unless either a variance shall have be granted by Declarant or Declarant shall have amended the Plat. In no event shall any dwelling be erected and located upon any such Lot in a manner which violates the requirements and provisions of any applicable zoning ordinances and subdivision regulations. Unless written approval is granted by the Architectural Control Committee and any applicable governmental agencies, no building shall be located on any Lot nearer to the front or rear Lot lines than ten (10) feet, or nearer to a side Lot line than three (3) feet.

**SECTION 3. WALLS AND FENCES.** No fence or wall shall be erected, placed, or altered on any Lot nearer to any street than said minimum building setback line unless the same be a retaining wall of masonry construction which does not in any event rise above the finished grade elevation of the earth embankment so retained, reinforced, or stabilized, except that this restriction shall not apply to fences or walls which have been approved by the Architectural Control Committee pursuant to Article V above. The exposed part of retaining walls shall be made of clay brick, natural stone, stucco, railroad ties, or veneered with brick or natural stone. Chain link fences are prohibited. Fence height shall not exceed four (4\*) feet except any location where in the sole discretion of the Declarant, the Declarant shall deem it necessary to raise or lower the height of the fence for the benefit, protection, or aesthetics of the development.

**SECTION 4. SUBDIVISION OF LOT.** One or more Lots or parts thereof may be combined with adjacent Lots to form a single building Lot when approved, in writing, by the Architectural Control Committee, and, in such event, the building line requirements provided herein shall apply to such Lots as re-subdivided or combined and side line easements as shown on the plat shall be moved to follow the new side line so that the easement would run along the newly established side line.

**SECTION 5. TERRACES; EAVES AND DETACHED GARAGES.** For the purpose of determining compliance or noncompliance with the foregoing building line requirements, terraces, stoops, eaves, wing-walls, and steps extending beyond the outside wall of a structure shall not be considered as a part of the structure. No side yard shall be required for any detached garage or accessory outbuilding which has been approved, in writing, by the Architectural Control Committee; provided, all such detached structures must be to the rear of the main dwelling and must not encroach upon the Lot of an adjacent Owner.

**SECTION 6. BUILDING REQUIREMENTS.** The heated living areas of the main structure, exclusive of open porches, porte cocheres, garages, carports and breezeways, shall be not less than twelve hundred (1,200) square feet.

**SECTION 7. OBSTRUCTIONS TO VIEW AT INTERSECTIONS.** No part of any structure nor the lower branches of trees or other vegetation shall be permitted to obstruct the view at street intersections.

**SECTION 8. DELIVERY RECEPTACLES AND PROPERTY IDENTIFICATION MARKERS.** The Architectural Control Committee shall have the right to approve the location, color, size, design, lettering and all other particulars of receptacles for the receipt of mail, newspapers or similarly delivered materials, and of name signs for such receptacles, as well as property identification markers.

**SECTION 9. USE OF OUTBUILDINGS AND SIMILAR STRUCTURES.** No structure of temporary nature (unless approved in writing by the Architectural Control Committee) shall be erected or allowed to remain on any Lot, and no trailer, camper, shack, tent, garage, barn or other structure of a similar nature shall be used as a residence, either temporarily or permanently: provided, this Section shall not be construed to prevent the Declarant and those engaged in the sales and marketing or construction from using temporary structures during the time new homes are being marketed and constructed.

**SECTION 10. COMPLETION OF CONSTRUCTION.** The Association shall have the right to take appropriate legal action, whether at law or in equity, to compel the immediate completion of any residence not completed within one (1) year from the date of commencement of construction.

**SECTION 11. LIVESTOCK.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other small household pets may be kept provided that they are not kept, bred, or maintained for any commercial purposes. Such household pets must not constitute a nuisance or cause unsanitary conditions.

**SECTION 12. OFFENSIVE ACTIVITIES.** No noxious, offensive or illegal activities shall be carried on upon any Lot, nor shall anything be done thereon which is or may become an annoyance or nuisance to the owners of other Lots in Majestic Oaks.

**SECTION 13. SIGNS.** No advertising signs or billboard shall be erected on any Lot. This restriction shall not apply to signs used to identify and advertise the subdivision as a whole, nor to signs for selling Lots and/or houses during the development and construction period, provided such signs are approved by the Architectural Control Committee. Also, the provisions of this Article shall not apply to notices posted in connection with judicial or foreclosure sales conducted with respect to a first mortgages.

**SECTION 14. AESTHETICS. NATURE GROWTH, SCREENING, UNDERGROUND UTILITY SERVICE.** Trees which have a diameter in excess of six (6") inches measured two (2') feet above ground level, and distinctive flora, shall not be intentionally destroyed or removed

except with the prior approval, in writing, of the Architectural Control Committee. Clotheslines, garbage cans and equipment, shall be screened to conceal them from view of neighboring Lots and streets. All residential utility service and lines to residences shall be underground.

SECTION 15. ANTENNAE. No radio or television transmission or reception towers or antennae shall be erected on any structure or within the property without the prior written approval of the Architectural Control Committee, which approval shall not be unreasonably withheld. In no event shall free standing transmission or receiving towers, satellite dishes or disks in excess of 39" in diameter be permitted. The location of any dish or disk of a smaller size shall be placed, to the extent feasible, in a location that is not visible from the street and must be designed so that it blends into the background against which it is mounted.

SECTION 16. TRAILERS. TRUCKS. SCHOOL BUSES. BOATS. BOAT TRAILERS. No house trailers or mobile homes, school buses, trucks or commercial vehicles over one (1) ton capacity, boats or boat trailers, motor homes, motorcycles, campers, and vans or vehicles on blocks shall be kept, stored or parked overnight either on any street or on any Lot, except within enclosed garages or screened from the streets and adjoining lots. In addition, no vehicle of any kind may be kept, stored or parked on any non-paved area of a Lot or adjacent Lot. Notwithstanding the foregoing, passenger automobiles may be parked in driveways, if the number of vehicles owned by Owner exceeds the capacity of the garage. The foregoing will not be interpreted or construed or applied to prevent the temporary nonrecurrent parking of any vehicle, boat or trailer for a period not to exceed 48 hours upon any Lot.

SECTION 17. GARBAGE AND REFUSE DISPOSAL. No Lot shall be used or maintained as a dumping group for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers designed for that purpose. All incinerators or other equipment for the storage or disposal of such waste material shall be kept in a clean and sanitary condition. If such litter or other materials is found on any Lot, the same will be removed by the Lot Owner of such Lot, at the Lot Owner's expense, upon written request of the Association.

SECTION 18. CHANGING ELEVATIONS. No Lot Owner shall excavate or extract earth for any business or commercial purpose. No elevation changes shall be permitted which materially affect surface grade of surrounding Lots, unless approved in writing by the Architectural Control Committee.

SECTION 19. SEWAGE SYSTEM. Sewage disposal shall be through municipal system or type approved by appropriate State and local agencies.

SECTION 20. WATER SYSTEM. Water shall be supplied through municipal system or type approved by appropriate State and local agencies.

SECTION 21. UTILITY FACILITIES. Declarant reserves the right to approve the necessary construction, installation and maintenance of utility facilities, including but not limited to

water, telephone and sewage systems, which may be in variance with these restrictions.

**SECTION 22. MODEL HOMES.** Declarant, as well as any builder of homes in Majestic Oaks, shall have the right to construct and maintain model homes on any of the Lots. "Model Homes" shall be denned as those homes used for the purpose of inducing the sale of other homes within the Properties.

**SECTION 23. DRIVEWAYS AND ENTRANCE TO GARAGE.** M driveways and entrances to garages shall be concrete or other substance approved in writing by Declarant or by the Architectural Control Committee and of a uniform quality. Garage doors shall be kept closed at all times except when entering or exiting or for reasonable periods during which Owners are actively maintaining their outside property.

**SECTION 24. WAIVER OF SETBACKS, BUILDING LINE AND BUILDING REQUIREMENTS.** The Architectural Control Committee may, for good cause, waive violations of the setbacks and building lines provided for in Section 2 of this Article VII and the building requirements provided for in Section 6 of this Article VII. Such waiver shall be in writing and recorded in the Charleston County RMC Office. A document executed by the Architectural Control Committee shall be, when recorded, conclusive evidence that the requirements of Sections 2 and 6 of this Article VII have been complied with. The Architectural Control Committee may also handle violations of set back and boundary line by amending the Plat. Nothing contained herein shall be deemed to allow the Architectural Control Committee to waive violations which must be waived by an appropriate governmental authority.

**SECTION 25. WINDOW HEATING AND COOLING UNITS.** The installation and use of window heating and/or cooling units shall be prohibited.

**SECTION 26. USE OF LAKES AND PONDS.** Swimming, and boating of any kind shall be prohibited in the lakes and ponds located within the Properties. Fishing shall be permitted in the discretion of the Association and subject to its regulations.

## ARTICLE VIII

### *EASEMENTS*

**SECTION 1. UTILITIES.** Easements for installation and maintenance of utilities (including cable television service) and drainage facilities are reserved as indicated on recorded plats. Within these easements no structures, planting or other material shall be placed or permitted to remain which may interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the drainage easements, or which may obstruct or retard the flow of water through drainage channels in the easements. An easement is hereby established for the benefit of the City of Charleston (and any other person or firm providing services to the Properties

under agreement with or at the direction of the Association) over all Common Area as may be reasonably necessary for the setting, removal and reading of water meters, and the maintenance and replacement of water, sewer and drainage facilities and for the fighting of fires and collection of garbage. The Association shall have the power and authority to grant and establish upon, over and across the Common Area such additional easements as are necessary or desirable for the providing of service or utilities to the Common Area. The Declarant shall have the power and authority to grant and establish upon, over and across the Lots such additional easements as are necessary or desirable for the providing of service or utilities to the Lots. Easements for utilities and drainage are hereby reserved on, over and under a ten (10) foot strip of land along each front and back lot line and a three (3) foot strip of land along each side lot line.

**SECTION 2. SIGN EASEMENTS.** Easements for the maintenance of subdivision signs and landscaping and lighting surrounding same are reserved as indicated on recorded plats. Declarant hereby grants, gives and conveys to the Association a perpetual, non-exclusive easement over any portions of Lots designated as "sign easements" or "landscape easements" on the plats, to maintain, repair and replace the subdivision signs which may be located thereon, as well as the lighting fixtures and any landscaping thereon. The costs of all such maintenance, repair and replacement shall be part of the common expenses of the Association, payable by the Owners as set out in Article IV hereof. In addition to the easement granted above as to the portion of Lots designated "sign easements", or "landscaping easements" Declarant hereby gives, grants and conveys to the Association the right of ingress, egress and regress over other portions of such Lots as shall be reasonably necessary to effectuate the purposes stated above. The easements hereby granted shall run with the land in perpetuity and be binding upon and more to the benefit of all persons and entities now owning or subsequently acquiring all or a part of the Properties.

## ARTICLE IX

### *GENERAL PROVISIONS*

**SECTION 1. ENFORCEMENT.** The Declarant, the Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of the Declaration, the Articles of Incorporation or By-Laws of the Association. The costs of enforcement together with interest, costs and reasonable attorney's fees, shall be a charge on the Lot and shall be a continuing lien upon the Lot against which each such enforcement is made. Each such enforcement together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the enforcement was required. The personal obligation for the costs of enforcement shall not pass to his successors in title unless expressly assumed by them. Failure by the Declarant, Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The Declarant or the Association shall have the right to request that law enforcement, public safety and animal control officers come on the Properties to facilitate the enforcement of the laws, codes

and ordinances of any governmental authority.

In addition to the rights and remedies hereinabove enumerated, and not as any limitation thereof if the Association or the Declarant determines that any provision of these Covenants has been violated, the Association or the Declarant may, in its discretion, seek appropriate relief at law or equity to assure that the purposes of these Covenants are fulfilled. After having given thirty (30) days written notice to the Owner of any Lot involved, setting forth the specific violation or breach of these Covenants and the action required to be taken by the Owner to remedy such violation or breach and if, at the end of such time, reasonable steps to accomplish such action have not been taken by the Owner, the Association or the Declarant can enforce these Covenants by entering upon a Lot to abate or remove any violation, and any such entry shall not be deemed a trespass. Failure to enforce any of these Covenants shall not be deemed a waiver of the right to do so.

**SECTION 2. SEVERABILITY.** Invalidation of any one of the covenants or restrictions by judgment or court order shall in no wise affect any other provision which shall remain in full force and effect.

**SECTION 3. AMENDMENT.** The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods often (10) years unless during the last year of such initial or then current renewal term the Owners of seventy-five percent (75%) of the Lots agree in writing to terminate this Declaration at the end of such term. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than seventy-five (75%) percent of the Lot Owners, and thereafter by an instrument signed by not less than sixty-five (65%) percent of the Lot Owners. Any amendment must be properly recorded.

**SECTION 4. FEDERAL LENDING REQUIREMENTS.** Notwithstanding Article IX, Section 3 above, Declarant may (at Declarant's option) amend and modify this Declaration without obtaining the consent or approval of the Owners if such amendment or modification is necessary to cause this Declaration to comply with the requirements of the Federal Housing Administration, the Veterans Administration, the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association or other similar agency.

Any such amendment must be with the consent and approval of such agency and must be property recorded.

**SECTION 5. ANNEXATION.**

(a) Additional residential property may be annexed to the Properties only with the consent of two-thirds (2/3) of each class of Members.

(b) Notwithstanding the above, additional land within the area described in the description

attached hereto as "Exhibit A" and incorporated herein by reference(hereinafter referred to as "Additional Land") including, but not limited to, residential property and Common Area may be annexed by the Declarant without the consent of Members within five (5) years of the date of this instrument. Provided, however, that should the Declarant elect to improve and develop all or part of the Additional Land, Declarant shall have the right to impose covenants and restrictions which are the same as or similar to or not substantially different from those contained herein on all or part of the Additional Land. Notwithstanding anything contained herein which might otherwise be interpreted to produce a contrary result, this Declaration does not create any charge, lien or other encumbrance or restriction on any part of the Additional Land, or affect in any way the title thereto or any part thereof, nor does this Declaration create an obligation upon Declarant to improve and develop all or any portion of the Additional Land.

**SECTION 6. AMPLIFICATION.** The provisions of this Declaration are amplified by the Articles and Bylaws; but no such amplification shall alter or amend any of the rights or obligations of the Owners set forth in this Declaration. Declarant intends that the provisions of this Declaration on the one hand, and the Articles and Bylaws on the other be interpreted, construed, and applied to avoid inconsistencies or conflicting results. If such conflict necessarily results, however, Declarant intends that the provisions of this Declaration control anything in the Articles or Bylaws to the contrary.

**SECTION 7. TOTAL OR PARTIAL DESTRUCTION OF IMPROVEMENTS.** In the event of a total or partial destruction of any improvements on the Common Area, and if available proceeds of insurance carried pursuant to this Declaration are sufficient to cover 85% of the repair or reconstruction, the Common Area shall be promptly repaired and rebuilt unless within 120 days from the date of such destruction, 75% or more of the owners entitled to vote at a duly called meeting, determine that such reconstruction shall not take place. If the insurance proceeds are less than 85% of the cost of reconstruction, reconstruction may nevertheless take place if, within 120 days from the date of destruction, the Owners of 75% of the Lots elect to rebuild.

**SECTION 8. VA APPROVAL.** As long as there is Class B Membership, the following actions require the prior approval of the VA: annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions, Restrictions and Easements.

**SECTION 9. DOCUMENTS.** All papers and instruments required to be filed with or submitted to the Declarant, the Association, or the Architectural Control Committee shall be delivered personally or be sent by Certified or Registered Mail Return Receipt Requested to Mr. Max L. Hill, Jr., Collium, Ltd., General Partner, P.T. Associates limited Partnership, 824 Johnnie Dodds Blvd., Mt. Pleasant, South Carolina 29464, or the such other address as the Declarant or the Association may specify.

**SECTION 10. REGISTRATION OF MAILING ADDRESS.** Each member shall register his mailing address with the Secretary of the Association from time to time, and notices or demands

intended to be served upon or given to a Member shall be personally delivered to or sent by mail, postage prepaid, addressed in the name of the Member at such registered mailing address.

**SECTION 11. NOTICE.** All notices or requests required shall be in writing. Notice to any Member shall be considered delivered and effective upon personal delivery, or three days after posting, when sent by Certified Mail, return receipt requested, to the address of such Member on file in the records of the Association at the time of such mailing. Notice to the Boards, the Association, the Architectural Control Committee, or the Manager shall be considered delivered and effective upon personal delivery, or three days after posting, when sent by Certified Mail, return receipt requested, to the Association, the Board, the Committee, or the Manager, at such address as shall be established by the Association from time to time by notice to the Members. General notices to all Members or any classification thereof need not be Certified, but may be sent regular first class mail.

**SECTION 12. LIMITATION OF LIABILITY.** Neither the Association, the Architectural Control Committee, nor any officer or member of the Board shall be liable to any party for any action or for any failure to act with respect to any matter arising by, through, or under these Amended Restrictions if the action or failure to act was made in good faith. The Association shall indemnify all of the Committee members and officers and Board members with respect to any act taken in their official capacity to the extent provided in this Declaration and by law and in the Articles and Bylaws of the Association.

**SECTION 13. ASSIGNMENT.** Declarant may assign all or any part of its rights and reservations hereunder to any successor. Such successor shall be identified, the particular rights being assigned shall be specified and all in a written instrument duly recorded in the records of the RMC Office.

IN WITNESS WHEREOF, the undersigned has caused these presents to be executed in its corporate name by its officers thereunto duly authorized and its corporate seal properly attested to be hereto affixed on this the 19th day of October, 1999.

Executed and declared  
In the presence of:

Williette D. Harris  
Witness  
A B P  
Witness

**P.T. ASSOCIATES LIMITED PARTNERSHIP**  
**a South Carolina Limited Partnership**

By: Colium, Ltd., General Partner

By: [Signature]  
Its: President

Attest: [Signature]  
Its: Treasurer

(Corporate Seal)



BK S336PG618

SOLOMON, BUDMAN, STRICKER & SCHWARTZ

FILE # 99-1921 *Majestic Oaks -*

*Box 30280*

*Char. SC*

*(E) 29417*

FILED

S336-597

1999 OCT 27 PM 3: 53

CHARLES W. BRAND  
REGISTER  
CHARLESTON COUNTY SC

STATE OF SOUTH CAROLINA )  
 )  
 )  
 COUNTY OF CHARLESTON ) **FIRST AMENDMENT TO  
 DECLARATION OF COVENANTS,  
 CONDITIONS, RESTRICTIONS AND  
 EASEMENTS FOR MAJESTIC OAKS**

WHEREAS, P.T. ASSOCIATES LIMITED PARTNERSHIP, as Declarant, (lied a Declaration of Covenants, Conditions, Restrictions and Easements for Majestic Oaks dated October 19, 1999 and recorded in Book S-330 at page 597 in the RMC Office for Charleston County; and

WHEREAS, Declarant in Article VII, Section 3 established the fence height of four (4') feet except any location where in the sole discretion of the Declarant, the Declarant deemed it necessary to raise or lower the height of the fence for the benefit, protection, or aesthetics of the development; and

WHEREAS, Article IX, Section 3 states the restrictions can be amended by a properly recorded document signed by not less than seventy-five (75%) of the Lot Owners; and

WHEREAS, seventy-five (75%) of the Lot Owners are desirous of amending the restrictions as stated herein;

WHEREAS, P.T. Associates Limited Partnership is the record owner of Lot 29 – Block A, Lot 30 - Block A, Lot 3 I - Block A, Lot 32 - Block A, Lot 33 - Block A, Lot 34 - Block A, Lot 35 - Block A, Lot 36 - Block A, Lot 37 - Block A, Lot 38 - Block A, Lot 39 - Block A, Lot 40 - Block A, Lot 41 - Block A, Lot 42 - Block A, Lot 43 - Block A, Lot 44 - Block A, Lot 45 -Block A, Lot 13 - Block B, Lot 14 - Block B, Lot 15 - Block B, Lot 16 - Block B, Lot 17 – Block B, Lot 18 - Block B, Lot 19 - Block B, and Lot 20 - Block B;

REC'D PAYMENT 8.17.00  
 PER CLERK  
 RMC OFFICE  
 CHARLESTON COUNTY, SC 2:41

WHEREAS, Prestige Builders, Inc. is the record owner of Lot 4 - Block A, Lot 7 - Block A, Lot 16 - Block A, Lot 18 - Block A, Lot 19 - Block A, Lot 20 - Block A, Lot 21 - Block A, Lot 22 - Block A, Lot 23 - Block A, Lot 24 - Block A, Lot 25 - Block A, Lot 26 - Block A, Lot 27 - Block A, Lot 27 - Block A, Lot 28 - Block A, Lot 46 - Block A, Lot 47 - Block A, Lot 4S -Block A, Lot 49 - Block A, Lot 50 - Block A, Lot 51 - Block A, Lot 52 - Block A, Lot 53 -Block A, Lot 4 - Block B, Lot 5 - Block B, Lot 9 - Block B, Lot 10 - Block B, Lot 11 - Block B, Lot 12 - Block B, Lot 21 - Block B, Lot 22 - Block B; and

WHEREAS, Bank of America, N.A. is the mortgagee of various loans to Prestige Builders, Inc.; and

WHEREAS, Joseph C. Boxx and Shelley A. Boxx are the record owners of Lot 1 - Block B; and

WHEREAS, First-Citizens Bank and Trust Company of South Carolina is the mortgagee on the property known as Lot 1 - Block B as evidenced by the mortgage from Joseph C. Boxx and Shelley A. Boxx to First-Citizens Bank and Trust Company of South Carolina recorded in Book M-350, page 635; and

WHEREAS, Stephen G. Caporossi and Shana L. Caporossi are the record owners of Lot 12 - Block A; and

WHEREAS, Bank of America, N.A. is the mortgagee on the property known as Lot 12 -Block A as evidenced by the mortgage from Stephen G. Caporossi and Shana L. Caporossi to Bank of America recorded in Book W-350, page 543;

WHEREAS, the parties hereto are desirous of amending the restrictions as set forth herein;

NOW, THEREFORE, in consideration of the premises contained herein, P.T. Associates Limited Partnership, Prestige Builders, Inc., Joseph C. Boxx and Shelley A. Boxx, and Stephen G. Caporossi and Shana L. Caporossi hereby amend the Declaration as recorded in Book S-336, page 597 in the RMC Office for Charleston County as follows:

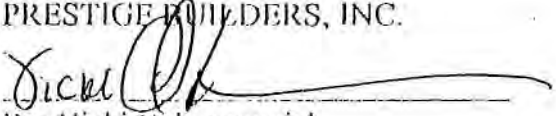
**Section 3 of Article VII - WALLS AND FENCES** is hereby deleted in its entirety, amended and shall read as follows after such amendment:

**Section 3 of Article VII - WALLS AND FENCES.** No fence or wall shall be erected, placed, or altered on any Lot nearer to any sited than said minimum building setback line unless the same be a retaining wall of masonry construction which does not in any event rise above the finished grade elevation of the earth embankment so retained, reinforced, or stabilized, except that this restriction shall not apply to fences or walls which have been approved by the Architectural Control Committee pursuant to Article V above. The exposed part of retaining walls shall be made of clay brick, natural stone, stucco, railroad ties, or veneered with brick and natural stone. Chain link fences are prohibited. Fence height shall not exceed six (6') feet except any location where in the sole discretion of the Declarant, the Declarant shall deem it necessary to raise or lower the height of the fence for the benefit, protection, or aesthetics of the development.



IN WITNESS WHEREOF, the undersigned has hereunto set their hand and seal this 15 day or August, 2000.

  
\_\_\_\_\_  
Witness 1

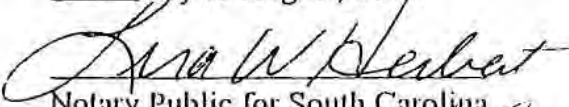
PRESTIGE BUILDERS, INC.  
  
\_\_\_\_\_  
By: Vicki Ochrymowich  
Its: Vice President

  
\_\_\_\_\_  
Witness 2

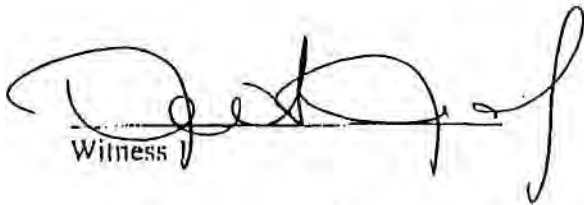
STATE OF SOUTH CAROLINA    )  
  )  
COUNTY OF CHARLESTON    )

PERSONALLY appeared before me the undersigned witness who, being duly sworn, deposed and says that (s)he saw the within named Prestige Builders, Inc. by its authorized officer, sign, seal, and as its act and deed deliver the within instrument and that (s)he with the other above-subscribed witness witnessed the execution thereof.

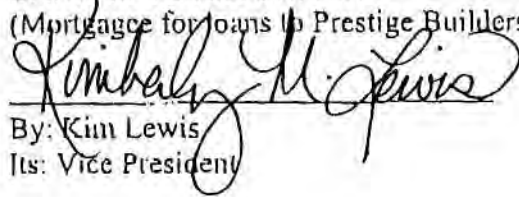
  
\_\_\_\_\_  
Witness 1

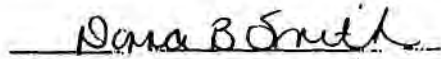
SWORN TO BEFORE ME THIS  
15 day of August, 2000.  
  
Notary Public for South Carolina  
My Commission Expires: 3/25/03

IN WITNESS WHEREOF, the undersigned has hereunto set their hand and seal this 14th day of August, 2000.

  
Witness

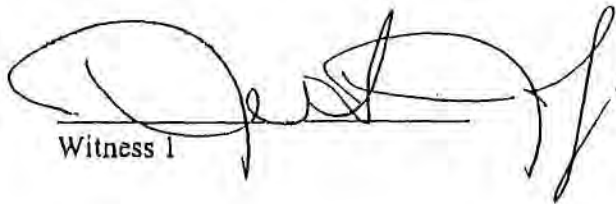
BANK OF AMERICA, N.A.  
(Mortgage for loans to Prestige Builders, Inc.)

  
By: Kim Lewis  
Its: Vice President

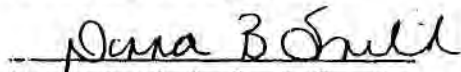
  
Witness 2

STATE OF SOUTH CAROLINA    )  
  )  
COUNTY OF CHARLESTON    )

PERSONALLY appeared before me the undersigned witness who, being duly sworn, deposed and says that (s)he saw the within named Bank of America, N.A. by its authorized officer, sign, seal, and as its act and deed deliver the within instrument and that (s)he with the other above-subscribed witness witnessed the execution thereof.



  
Witness 1

SWORN TO BEFORE ME THIS  
14<sup>th</sup> day of August, 2000.


  
Notary Public for South Carolina  
My Commission Expires:

Notary Public, South Carolina, State of Notary  
My Commission Expires Oct. 22, 2005

IN WITNESS WHEREOF, the undersigned has hereunto set their hand and seal this 15th day of August, 2000.

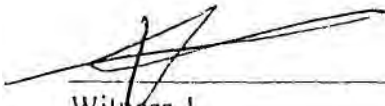
  
\_\_\_\_\_  
Witness 1  
  
\_\_\_\_\_  
Witness 2

  
\_\_\_\_\_  
Joseph C. Boxx

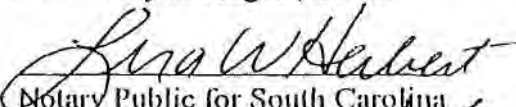
  
\_\_\_\_\_  
Shelley A. Boxx

STATE OF SOUTH CAROLINA    )  
  )  
COUNTY OF CHARLESTON        )

PERSONALLY appeared before me the undersigned witness who, being duly sworn, deposed and says that (s)he saw the within named Joseph C. Boxx and Shelley A. Boxx, sign, seal, and as their act and deed deliver the within instrument and that (s)he with the other above-subscribed witness witnessed the execution thereof.

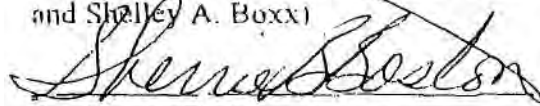
  
\_\_\_\_\_  
Witness 3

SWORN TO BEFORE ME THIS  
15 day of August, 2000.

  
Notary Public for South Carolina  
My Commission Expires: 3/25/03

IN WITNESS WHEREOF, the undersigned has hereunto set their hand and seal this 14th day of August, 2000.

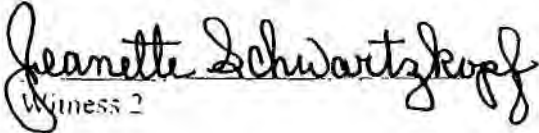
FIRST-CITIZENS BANK AND TRUST  
COMPANY OF SOUTH CAROLINA  
(Mortgagee of Loan to Joseph C. Boxx  
and Shelley A. Boxx)



By: Sherrie B. Boston  
Its: Vice President



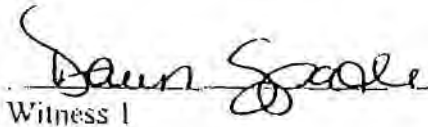
Witness 1



Witness 2

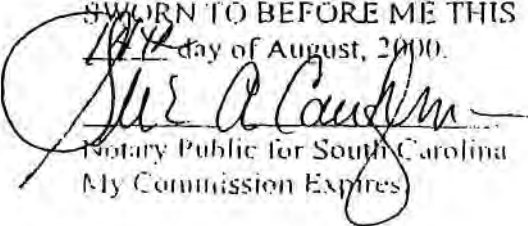
STATE OF SOUTH CAROLINA )  
  )  
COUNTY OF CHARLESTON )

PERSONALLY appeared before me the undersigned witness who, being duly sworn, deposed and says that (s)he saw the within named First-Citizens Bank and Trust Company of South Carolina by its authorized officer, sign, seal, and as its act and deed deliver the within instrument and that (s)he with the other above-subscribed witness witnessed the execution thereof.



Witness 1

SWORN TO BEFORE ME THIS  
14th day of August, 2000.



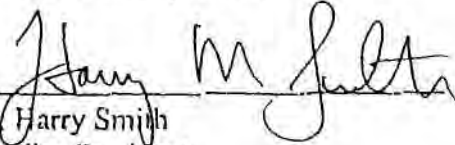
Notary Public for South Carolina  
My Commission Expires



IN WITNESS WHEREOF, the undersigned has hereunto set their hand and seal this 15th day of August, 2000.

BANK OF AMERICA, N.A.  
(Mortgagee of Loan to Stephen G. Caporossi  
and Shana L. Caporossi)

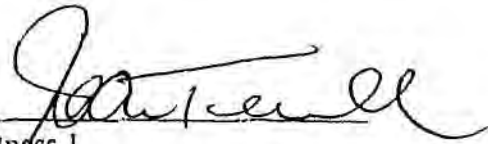
  
\_\_\_\_\_  
Witness 1

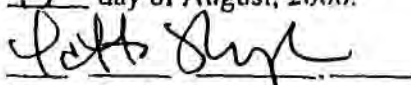
  
\_\_\_\_\_  
By: Harry Smith  
Its: Vice President

  
\_\_\_\_\_  
Witness 2

STATE OF SOUTH CAROLINA    )  
  )  
COUNTY OF CHARLESTON    )

PERSONALLY appeared before me the undersigned witness who, being duly sworn, deposed and says that (s)he saw the within named Bank of America, N.A. by its authorized officer, sign, seal, and as its act and deed deliver the within instrument and that (s)he with the other above-subscribed witness witnessed the execution thereof.

  
\_\_\_\_\_  
Witness 1

SWORN TO BEFORE ME THIS  
15 day of August, 2000.  
  
\_\_\_\_\_  
Notary Public for South Carolina  
My Commission Expires: