

**Palmetto Plantation
Articles of
Covenants &
Restrictions**

**Member of
River
Oaks
Homeowners'
Association**

14.04

Palmetto Plantation

04552

VOL 608 : 508

STATE OF SOUTH CAROLINA)
COUNTY OF DORCHESTER)

PALMETTO PLANTATION - PHASE I
DECLARATION OF RESTRICTIONS

THIS DECLARATION made this 26th day of April, 1988, by Firstmark Development Corporation, a South Carolina Corporation, hereinafter sometimes called "Developer".

WITNESSETH:

WHEREAS, Developer is the owner of the real property as shown as Lots 1-44 on a Plat entitled "PLAT SHOWING PALMETTO PLANTATION PHASE I DORCHESTER COUNTY, SOUTH CAROLINA" dated September 26, 1986, as last revised September 13, 1987, in Plat Book F-365, in the Office, Clerk of Court for Dorchester County, South Carolina (hereinafter sometimes called the "Property"); and

WHEREAS, Developer desires to provide for the preservation of the values and amenities of the Property and to assure the best use and most appropriate development and improvement of the Property; and

WHEREAS, to this end, Developer desires to subject the Property to the covenants, conditions, restrictions and easements hereinafter set forth (sometimes referred to herein collectively as "covenants and restrictions"), each and all of which is and are for the benefit of the Property and each owner thereof; and

WHEREAS, Developer has deemed it desirable for the efficient preservation of the values and amenities in this portion of Palmetto Plantation - Phase I to create covenants and restrictions for the overall benefit of the entire development;

NOW, THEREFORE, in consideration of said benefits to be derived by Developer and subsequent owners of said Lots, the undersigned does hereby establish, publish and declare that the covenants and restrictions hereinafter set forth shall apply to all of said Lots located on the property of the Developer, except as hereinafter set forth, becoming effective immediately and running with the land, to be binding upon all persons claiming under the undersigned.

RECORDED
4 11 PM

Definitions

1. "Lot" means any numbered plot of land comprising a single dwelling site designated on the above-referenced plat or any plat of survey recorded in the Office, Clerk of Court for Dorchester County, South Carolina, now or hereafter made subject to this Declaration.

2. "Owner" means the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Property, specifically including, but not by way of limitation, contract sellers, and excluding, however, those persons who shall have such interest merely as security for the performance of any obligation.

3. "Person" means an individual, corporation, partnership, trust or any other legal entity.

4. "Developer" means Firstmark Development Corporation, a South Carolina Corporation, or any successor-in-title to the said Firstmark Development Corporation, a South Carolina Corporation to all or some portion of the property then subjected to this Declaration, provided in the instrument of conveyance to any such successor-in-title, such successor-in-title is expressly designated as the "Developer" hereunder by the grantor of such conveyance, which grantor shall be the "Developer" hereunder at the time of such conveyance.

5. "Declaration" means this Declaration of Restrictions, as the same may be amended, renewed or extended from time to time in the manner herein prescribed.

6. "Palmetto Plantation - Phase I" as used herein means only that portion of a certain residential community known as Palmetto Plantation - Phase I which is being developed on real property now owned by Developer in Dorchester County, South Carolina, together with such additions hereto as may from time to time be designated by Developer.

7. "Mortgage" means chattel mortgage, bill of sale to secure debt, deeds to secure debt, deed of trust and any and all other similar instruments given to secure the payment of an indebtedness.

ARTICLE II

Restrictions and Covenants

The following covenants, conditions, restrictions and easements are herewith imposed on the Property:

1. Residential Use of Property. All lots shall be used for residential purposes and no business or business activity shall be carried on upon any Lot at any time, except with the written approval of the Architectural Control Committee; provided, however, that nothing herein shall prevent Developer or any builder of homes in Palmetto Plantation - Phase I from using any Lot owned by Developer or such builder of homes for the purpose of carrying on business related to the development, improvement and sale of property in Palmetto Plantation - Phase I; provided,

further, 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.

2. Architectural Control Committee. The "Architectural Control Committee" shall mean as follows: "The Developer", until all the Lots in Palmetto Plantation - Phase I have been fully developed, permanent improvements constructed thereon, and sold to permanent residents. Thereafter, the Developer shall notify all the record owners of Lots in Palmetto Plantation - Phase I to that effect, and, thereupon, the Developer's rights and obligations as the Architectural Control Committee shall forthwith terminate; and, thereafter, the record owners of a majority of the Lots in Palmetto Plantation - Phase I shall have the right, power and authority, through a duly recorded written instrument, to establish a successor Architectural Control Committee and prescribe rules and regulations pursuant to which such Committee shall act. Notice to the record owners by Developer under this provision shall be in writing and shall be deemed given if delivered at the Lot of each of the record owners.

3. Review and Approval of Plans. No building, fence, wall, sidewalk, or other structure shall be commenced, erected or maintained on any Lot, nor shall any exterior addition to or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to the Architectural Control Committee and approved, in writing, as to harmony of external

design and location in relation to surrounding structures and topography, by the Architectural Control Committee. In the event the Architectural Control Committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted in writing, or in any event, if no suit to enjoin the addition, alteration or change has been commenced prior to completion thereof, approval by the Architectural Control Committee will not be required. Neither Developer nor any 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 Developer nor any member of the Architectural Control Committee shall be liable in damages to anyone submitting plans or specifications for approval under this Section, or to any owner of property affected by this Declaration by reason of mistake in judgment, negligence, or non-feasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications. Every person who submits plans or specifications to the Architectural Control Committee for approval agrees, by submission of such plans and specifications, and every Owner of any Lot agrees, that he will not bring any action or suit against Developer, or any member of the Architectural Control Committee, to recover for any such damage.

4. Building Construction and Curbs. Not more than one single-family dwelling, not to exceed two and one-half (2½) stories in height, shall be erected on any Lot unless otherwise approved, in writing, by the Architectural Control Committee. Lot owners shall be responsible to repair any damage to the roadway or curbs caused by the lot owner or its contractors.

5. Setbacks and Building Lines.

(a) Each dwelling which shall be erected on any Lot shall be situated on such Lot in accordance with the building and setback codes of the Dorchester County, South Carolina. However, in each case individual setbacks and sidelines must be approved by the Architectural Control Committee for its aesthetic value.

(b) 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 retaining walls of masonry construction which do 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 under the architectural controls appearing above in Article II, Paragraph 3. The exposed part of retaining walls shall be made of clay brick, stucco, railroad ties, or veneered with brick.

6

(c) Subdivision of Lots. One or more Lots or parts thereof may be subdivided or combined to form one 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.

(d) Terraces, Eaves and Detached Garages. For the purpose of determining compliance or non-compliance 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 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 property of an adjacent owner.

6. Building Requirements. The living areas of the main structure, exclusive of open porches, porte-cocheres, garages, carports and breezeways shall be not less than one thousand three hundred fifty (1,350) square feet overall enclosed heated and air conditioned space.

7. Obstructions to View at Intersections. The lower branches of trees or other vegetation shall not be permitted to obstruct the view at intersections.

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.

9. Use of Outbuildings and Similar Structures. No

structure of a 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 paragraph shall not be construed to prevent the Developer and those engaged in construction from using sheds or other temporary structures during construction.

10. Completion of Construction. The Architectural

Control Committee shall have the right to take appropriate Court 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.

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 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.

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 Palmetto Plantation-Phase I.

13. Signs. No advertising signs or billboards shall be erected on any Lot or displayed to the public 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 and/or houses during the development and construction period, provided such signs are approved by the Architectural Control Committee. Also, the provisions of this Section shall not apply to anyone who becomes the owner of any Lot as purchaser at a judicial or foreclosure sale conducted with respect to a first mortgage or as transferee pursuant to any proceeding in lieu thereof.

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. All fuel tanks must be buried.

15. Antennae. No radio or television transmission or reception towers or antennae shall be erected on the Property, unless Cable Television is not available to a Lot, in which event customary antennae which do not exceed ten (10') feet in height above the roof-ridge of any house will be permitted. In no event shall free standing transmission or receiving towers be permitted.

16. Trailers, Trucks, School Buses, Boats, Boat Trailers.

No house trailers or mobile homes, campers or other habitable motor vehicles of any kind, vans, school buses, trucks or commercial vehicles over one (1) ton capacity, vehicles with more than four wheels, boats or boat trailers shall be kept, stored or parked overnight either on any street or on any Lot, except within enclosed garages, or screened from the street(s) as approved by the Architectural Control Committee. All motorcycles and any vehicle with commercial lettering must be kept within an enclosed garage.

17. Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators, or other equipment for the storage or disposal of such 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 Architectural Control Committee.

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.

19. Sewage System. Sewage disposal shall be through municipal system or type approved by appropriate State agencies.

20. Water System. Water shall be supplied through municipal system or type approved by appropriate State agencies.

21. Utility Facilities. Developer reserves the right to approve the necessary construction, installation and maintenance of utility facilities, including but not limited to water, telephone and sewerage systems, within this proposed area, which may be in variance with these restrictions.

22. Model Homes. Developer, as well as any builder of homes in Palmetto Plantation - Phase I, shall have the right to construct and maintain model homes on any of the Lots.

23. Easements. Lots subjected to this Declaration shall be subject to those easements, if any, shown as set forth on any recorded plat thereof. Also, easements for installation and maintenance of utilities and drainage facilities are hereby reserved over five (5') feet of each side line of each Lot and over the rear ten (10') feet of each Lot subjected to this Declaration. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of

utilities. The easement area of each Lot and all improvements in it shall be maintained continuously by the owner of the Lot, except for those improvements for which a public authority or utility company is responsible. Lot 1 is subject to an easement for entrance signs, landscaping and ingress and egress for maintenance of the signs and landscaping, and utilities which service the said signs.

24. Driveways and Entrance to Garage. All driveways and entrances to garages shall be concrete or a substance approved in writing by the Architectural Control Committee and of a uniform quality.

25. Other Property. Without further assent or permit, Developer, for itself, its successors and assigns, hereby reserves the right, exercisable from time to time, to extend the scheme of this Declaration to other real property developed as a part of Palmetto Plantation - Phase I by filing for record a supplemental declaration in respect to the property to be then subjected to this Declaration.

26. Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the owner of any land subject to this Declaration, their respective heirs, legal representatives, successors and assigns, for a term of thirty (30) years from the date this Declaration is filed for record in the Office, Clerk of Court for Dorchester County, South Carolina, after which time said covenants and restrictions shall be

automatically extended for successive periods of ten (10) years unless an instrument signed by the then record owners of two-thirds of the Lots has been recorded, agreeing to change said covenants and restrictions in whole or in part.

27. Amendment. This Declaration may be amended at any time and from time to time by the Developer, if Developer then owns any Lots in Palmetto Plantation - Phase I, during the initial 30-year period of this Declaration, or thereafter by owners of at least seventy-five (75%) percent of the lots in Palmetto Plantation - Phase I, each owner having one vote for each lot owned. No amendment to the provisions of this Declaration shall alter, modify, change or rescind any right, title, interest or privilege herein granted or accorded to the holder of any mortgage encumbering any Lot affected thereby unless such holder shall consent in writing thereto. Any such amendment shall not become effective until the instrument evidencing such change has been filed for record in the Office of the Register of Mesne Conveyances of Dorchester County, South Carolina. The written consent thereto of any mortgage holder affected thereby shall also be filed with such amendment. Every purchaser or grantee of any

interest in real property now or hereafter subjected to this Declaration, by acceptance of a deed or other conveyance therefor, thereby agrees that this Declaration may be amended as provided in this Section.

28. Enforcement. Each Lot owner shall comply strictly with the covenants, conditions, restrictions and easements set forth in this Declaration. In the event of a violation or breach, or threatened violation or breach, of any of the same, the Developer, the Architectural Control Committee or any aggrieved Lot owner, jointly and severally, shall have the right to proceed at law or in equity for the recovery of damages, or for injunctive relief, or both.

IN WITNESS WHEREOF, the Developer, Firstmark Development Corporation, a South Carolina Corporation, has caused these presents to be executed in its name by its Partners thereunto duly authorized and its seal properly attested to be hereto affixed on the day and year first above written.

WITNESSES:

FIRSTMARK DEVELOPMENT CORPORATION, a South Carolina Corporation

Susan Jackson

By: Robert Lilly

J. J. B.

Its: V.P.

Ret.
McNair Law Firm, P.A.
P.O. Box 1431
Charleston, S.C.
29402

STATE OF SOUTH CAROLINA }
COUNTY OF DORCHESTER }

VOL 608 PAGE 522

PERSONALLY APPEARED before me the undersigned witness and made oath that s/he saw the within-named Firstmark Development Corporation, a South Carolina Corporation, by Robert Finley, its Vice, sign, seal and deliver the within-written Declaration of Restrictions, and that s/he with the other witness subscribed witnessed the execution thereof.

Susan Walker

SWORN TO BEFORE ME THIS

26 day of April, 1988.

[Signature] (L.S.)
Notary Public for South Carolina

My Commission Expires: 4-25-93

STATE OF SOUTH CAR
DORCHESTER CO.

Filed for record 4:11 P. M. this 28th
day of Apr, 1988 and recorded
in book 608 page 522
Margie L. [Signature]
Clerk of Court

15